



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Preferred Ins. Services, Inc 4100 Monument Corner Dr., Suite 400 Fairfax VA 22030	<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C. No. Ext):</b> 703-667-5940 <b>E-MAIL ADDRESS:</b> certs@preferins.com		<b>FAX (A/C. No.):</b> 703-991-4838
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> C2 Operations LLC 18 Sycolin Rd. Leesburg VA 20175	<b>INSURER A :</b> Erie Insurance Exchange		26271
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES**

CERTIFICATE NUMBER: 145698483

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

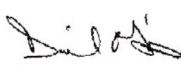
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			Q33-2221166	9/22/2023	9/22/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Q09-2240037	9/22/2023	9/22/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			Q33-2270282	9/22/2023	9/22/2024	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Q93-2500755	9/25/2023	9/25/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Installation Floater Leased/Rented Equipment			Q33-2221166	9/22/2023	9/22/2024	Deductible: \$1,000	50,000
							Deductible: \$1,000	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Evidence of Insurance

This certificate shows coverages currently in force for the above named insured, and is for internal use only. Please contact the agency if a certificate holder needs to be added: Email: certs@preferins.com -- Fax: 703-991-4838 -- Phone: 703-667-5940.

**CERTIFICATE HOLDER****CANCELLATION**

Proof of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**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:

- 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FIVESTAR CONTRACTORS' EXTRA LIABILITY COVERAGES

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### A. **Damage to Premises Rented to You - Fire Legal Liability**

1. The following is added to Paragraph 1., **Insuring Agreement of Section I - Coverage A - Bodily Injury And Property Damage Liability**:

##### **Insuring Agreement**

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to buildings rented to you or occupied by you.

The damage must be caused by fire, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles, aircraft, smoke, vandalism, malicious mischief, water damage, or elevator collision.

2. Exclusions 2. c. through 2. n. of **Section I - Bodily Injury And Property Damage Liability** do not apply to this coverage. A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance**.

We do not cover liability assumed by the insured except in an "insured contract".

3. Paragraph 9. a. of "Insured contract" of **Section V - Definitions** is replaced by the following:

**9. 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, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles, aircraft, smoke, vandalism, malicious mischief, water damage, or elevator collision to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

#### B. **Host Liquor Liability Coverage**

The following is added to Paragraph 2. c. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to liability of the insured or the indemnitee of the insured arising out of the giving or serving of alcoholic beverages at functions incidental to your business, provided you are not engaged in the busi-

ness of manufacturing, distributing, selling, or serving of alcoholic beverages.

#### C. **Non-Owned Watercraft**

Paragraph 2. g. 2) a) **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to a watercraft that you do not own that is less than 51 feet long.

#### D. **Incidental Medical Malpractice**

1. The following is added to Paragraph 1., **Insuring Agreement of Section I - Coverage A - Bodily Injury And Property Damage Liability**:

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" arising from "incidental medical malpractice injury".

2. The following is added to Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage**:

This insurance does not apply to:

- a. Expenses incurred by the insured for first aid to others at the time of an accident.
- b. "Bodily injury" arising from any insured if the insured is engaged in the business or occupation of providing the following services:
  - 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment or the furnishing of food or beverages in connection with them;
  - 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;
  - 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
  - 4) Health or therapeutic service, treatment, advice or instruction.

c. "Bodily injury" arising from any indemnitee if the indemnitee is engaged in the business or occupation of providing the following services:

- 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment or the furnishing of food or beverages in connection with them ;
- 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;
- 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- 4) Health or therapeutic service, treatment, advice or instruction

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

"Incidental medical malpractice injury" means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- a. Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with them; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

**E. Volunteer Workers - Medical Payments**

The following is added to Paragraph **1. Insuring Agreement of Section I - Coverage C - Medical Payments**:

We will pay medical expenses for "bodily injury" sustained by your volunteer workers caused by an accident while engaged in any of your insured activities.

**F. Attorney's Fees**

The following is added to **Section I - Supplementary Payments - Coverages A and B**:

All reasonable attorneys' fees up to \$100 which the insured incurs because of arrest resulting from an accident involving "mobile equipment" covered by this policy.

**G. Bail Bonds**

The following is added to **Section I - Supplementary Payments - Coverages A and B**:

We will pay up to \$500 for each bail bond required by an insured because of an accident or traffic violation arising out of the use of a vehicle covered by this policy.

H. The following is added to the definition of "Products-completed operations hazard" of **Section V - Definitions**:

Includes all "bodily injury" and "property damage" arising out of "your product" if your business includes the han-

dling or distribution of "your product" for consumption on the premises you own or rent.

**I. Non-Owned Automobile and/or Hired Automobile Liability Insurance Coverage**

**1. Insuring Agreement - Non-Owned Automobile Liability Coverage:**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" resulting from an accident covered by this endorsement.

The accident must arise out of the use of any "non-owned auto" in your business by any person other than you.

b. This insurance applies to "bodily injury" and "property damage" only if:

- 1) The "bodily injury" or "property damage" is caused by an accident that takes place in the "coverage territory"; and
- 2) The "bodily injury" or "property damage" is caused by an accident during the policy period.

**2. Insuring Agreement - Hired Automobile Liability Insurance Coverage:**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" resulting from an accident covered by this endorsement.

The accident must arise out of the maintenance or use of "hired autos" by you or your "employees" in the course of your business.

b. This insurance applies to "bodily injury" or "property damage" only if:

- 1) The "bodily injury" or "property damage" is caused by an accident that takes place in the "coverage territory"; and
- 2) This "bodily injury" or "property damage" is caused by an accident during the policy period.

**3. Exclusions**

This **Non-Owned Automobile and/or Hired Automobile Liability Insurance Coverage** does not apply to:

**a. Contractual Liability**

"Bodily injury" or "property damage" for which the insured 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:

- 1) That the insured would have in the absence of the contract or agreement; or
- 2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**b. Damage To Your Product**

"Bodily injury" or "property damage" that results from "your product" arising out of it or any part of it.

**c. Damage To Property**

"Property damage" to:

- 1) Property owned or transported by you; or
- 2) Personal property in the care, custody or control of the insured.

**d. Damage To Your Work**

"Bodily injury" or "property damage" that results from "your work", arising out of it or any part of it, and included in the "products-completed operations hazard".

**e. Employers' Liability**

"Bodily injury" to:

- 1) An "employee" of the insured arising out of and in the course of:
  - a) Employment by the insured; or
  - b) Performing duties related to the conduct of the insured's business.
- 2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph 1) above.

This exclusion applies:

- 1) Whether the insured may be liable as an employer or in any other capacity; and
- 2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Expected Or Intended Injury**

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

**g. Handling of Property**

"Bodily injury" or "property damage" that results from the handling of property:

- 1) Before it is moved from the place where it is accepted by the insured for loading into or onto a "non-owned auto" or "hired auto"; or
- 2) After it is unloaded from a "non-owned auto" or "hired auto" to the place it is finally delivered by the insured.

**h. Fellow Employee**

"Bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

**i. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- 1) The ownership, maintenance, use or entrustment to others of any "mobile equipment" owned or operated by or rented or loaned to any insured.
- 2) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- 3) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**j. Pollution**

- 1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

- a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor, or soot produced by or originating from equipment that is used to heat water for personal use, by the building's occupants or guests;
    - ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site, or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site, or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - iii) "Bodily injury" or "property damage" arising out of heat, smoke, or fumes from a "hostile fire".
  - b) At or from any premises, site, or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing, or treatment of waste;
  - c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
  - d) At or from any premises, site, or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site, or location in connection with such operations by such insured, contractor, or subcontractor. However, this subparagraph does not apply to:
    - i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants, or other operating fluids which are needed to perform the normal electrical, hydraulic, or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants, or other operating fluids escape from a vehicle part designed to hold, store, or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal, or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants, or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed, or released as part of the operations being performed by such insured, contractor, or subcontractor.
    - ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes, or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - iii) "Bodily injury" or "property damage" arising out of heat, smoke, or fumes from a "hostile fire".
  - e) At or from any premises, site, or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "pollutants".
- 2) Any loss, cost, or expense arising out of any:
- a) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order, or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

k. **Racing**

Any "auto" while being used in any prearranged or organized racing, speed or demolition contest, stunting activity or similar activities, or in practice for any such activities.

l. **War**

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

m. **Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits, or unemployment compensation law or any similar law.

4. **Section II - Who Is An Insured**

For Non-Owned Automobile and/or Hired Automobile Liability Insurance Coverage **Who Is An Insured** includes the following:

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. With respect to a "non-owned auto", any partner, member of a limited liability company, or "executive officer", but only while such "auto" is being used in your business; and
- d. Any other person or organization, but only with respect to liability because of acts or omissions of the insured under **a.**, **b.**, or **c.** above.

5. The following are not included under **Section II - Who Is An Insured**:

- a. Any person, member of a limited liability company, or "executive officer" with respect to an "auto" owned by such partner, member of a limited liability company, or "executive officer", or a member of their household;
- b. Any person engaged in the business of their employer, with respect to "bodily injury" to any fellow co-"employee" of such person injured in the cause of their employment;

- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business" other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or employer of such owner or lessee; and
- e. Any person or organization with respect to the conduct of any current or past partnership, joint venture, or limited liability company shown as a Named Insured in the Declarations.

6. The following are added to **Section V - Definitions**:

"Auto business" means the business or occupation of selling, repairing, servicing, storing, or parking "autos".

"Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.

"Hired auto" means any auto you lease, hire, or borrow.

This does not include any "auto" you lease, hire, or borrow from any of your "employees", any members of a limited liability company, any partner, "executive officer", or members of their households.

"Non-owned auto" means any "auto" you do not own, lease, hire, or borrow which is used in connection with your business. This includes any "auto" owned by or registered in the name of:

- a. Your employees including members of their households;
- b. Partners including members of their households if you are a partnership; or
- c. Members of a limited liability company including members of their households;

but only while such "auto" is being used in connection with your business.

J. **Owners' and Contractors' Protective Liability**

1. The following are added to Paragraph 1., **Insuring Agreement of Section I - Coverage A - Bodily Injury And Property Damage Liability**:

**Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of:
  - 1) Operations performed for you by contractors; or

- 2) Your acts or omissions in connection with the general supervision of the operations.
- b. This insurance applies to "bodily injury" and "property damage" only if:
  - 1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
  - 2) The "bodily injury" or "property damage" occurs during the policy period.

2. The following is added to Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" which occurs after the earliest of the following times:
  - 1) When all work on the project (other than service, maintenance, or repairs) to be performed by you or on your behalf at the site of the covered operations has been completed; or
  - 2) When that portion of the contractors' 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 working for you on the same project.
- b. "Bodily injury" or "property damage" arising out of your or your employees' acts or omissions other than general supervision of work performed for you by any contractor.

**K. Elevator Liability**

1. The following is added to Paragraph **1., Insuring Agreement of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

**Insuring Agreement**

- a. We will pay for loss to any:
  - 1) "Elevator" used by you in the course of your operations; or
  - 2) Personal property of others in your care, custody, or control or over which you are exercising physical control which is caused by an "elevator collision".
- b. This coverage applies only if:
  - 1) The loss takes place in the "coverage territory"; and
  - 2) The loss occurs during the policy period.

**2. Exclusions**

This **Elevator Liability** coverage does not apply to:

- a. Loss caused by or resulting from fire;
- b. Loss caused by an "elevator collision" arising out of the breaking, burning out, or disrupting of any electrical machine not located within the car of the "elevator";
- c. Loss due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement; or
- d. Loss for which insurance is provided under either Property Damage Liability or Contractual Liability Coverage.

3. The following are added to **Section V - Definitions:**

"Elevator" means any hoisting or lowering device to connect floors or landings, and all its appliances including any car, platform, shaft, hoistway, stairway, runway, power equipment, and machinery. "Elevator" also includes any hydraulic or mechanical hoist used for raising or lowering "autos" for lubricating and servicing or for dumping materials from trucks. "Elevator" does not mean:

- a. A hoist without a platform outside a building if it is without mechanical power or if it is not attached to building walls;
- b. A hod or material hoist used in alteration, construction, or demolition operations; or
- c. An inclined conveyor used only for carrying property or a dumbwaiter used only for carrying property and having a compartment height not exceeding four feet.

"Elevator collision" means the collision of any part of an "elevator", or of anything carried on it, with another object.

**L. The following is added to Paragraph 4. Other Insurance of Section IV – Commercial General Liability Conditions in the Commercial General Liability Coverage Form:**

**Primary and Non-Contributory 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.



## **M. Waiver of Subrogation**

Paragraph 8. **Transfer of Right Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions** in the Commercial General Liability Coverage Form is replaced by the following:

### **Transfer Of Right of Recovery Against Others To Us**

We waive any right of recovery we may have against the additional insured because of payments we have made under this Coverage Part. However, our rights may only be waived prior to "bodily injury" or "property damage" caused by the "occurrence" which we have made payments under this Coverage Part.

The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce these rights.

Q33-2221166

## CONTRACTORS' EQUIPMENT COVERAGE - COMPREHENSIVE PERILS

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the "Declarations". The words "we", "us", and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **Section IX - Definitions**.

### SECTION I - COVERAGES

#### INSURING AGREEMENT

We will pay for direct physical "loss" of or damage to covered property caused by or resulting from a peril insured against.

##### A. Covered Property

We will cover:

1. Your "mobile equipment"; and
2. "Mobile equipment" of others in your care, custody or control; and
3. Your "contractors' non-mobile equipment".

described in the "Declarations" or schedule of "mobile equipment" and "contractors' non-mobile equipment".

##### B. Property Not Covered

We do not cover:

1. Aircraft or Watercraft;
2. "Automobiles", motor trucks, tractors, trailers, and similar conveyances designed for highway use and used for over the road transportation of people or cargo. However, this does not include:
  - a. Self-propelled vehicles designed, maintained and used primarily to provide mobility to permanently attached equipment; or
  - b. Vehicles designed for highway use that are not licensed and operated on public roads;
3. Contraband, or property in the course of illegal transportation or trade;
4. Property while airborne;
5. Property that is waterborne, except by fire;
6. Property that you loan, lease, or rent to others;

7. Property while it is stored or operated underground in connection with any mining operations;
8. Plans, designs, blueprints, specifications, mechanical drawings or similar property.

### SECTION II - PERILS INSURED AGAINST

#### Covered Cause of Loss

This policy insures against direct physical "loss", except "loss" as excluded or limited in this policy.

### SECTION III - EXCLUSIONS

A. We will not pay for "loss" of or damage to covered property caused directly or indirectly by any of the following. Such "loss" or damage is excluded regardless of any cause or event that contributes concurrently or in any sequence to the "loss".

#### 1. Civil Authority

Seizure or destruction of covered property by order of governmental authority.

However, we will cover "loss" caused by acts of destruction ordered by governmental authority to prevent the spread of a fire.

#### 2. Intentional Acts

Intentional loss, meaning any "loss" arising from an act committed by, or at the direction of the insured with the intent to cause a "loss".

#### 3. Neglect

Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of "loss".

#### 4. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination unless fire ensues, and then only for ensuing "loss".

#### 5. War

- a. War including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

With respect to any action that comes within the terms of this exclusion and involves nuclear reaction or radiation or radioactive contamination, this War exclusion supersedes Paragraph A.4. of **Section III – Exclusions**, the nuclear hazard exclusion.

**6. Weather Conditions**

Weather conditions, but only if weather conditions contribute in any way with a peril excluded to produce the "loss".

**B. We do not cover "loss" or damage resulting from:**

**1. Criminal, Fraudulent or Dishonest Acts**

Dishonest or criminal acts (including theft) committed by you or any of your members of a limited liability company, or any of your employees (including temporary or leased employees), directors, officers, trustees or authorized representatives:

- a. Acting alone or in collusion with other persons; or
- b. While performing services for you or otherwise.

We will cover acts of destruction by your employees (including temporary or leased employees) but only for ensuing "loss", but there is no coverage for "loss" or damage by theft by your employees (including temporary or leased employees) or any person to whom you entrust property for any purpose, whether acting alone or in collusion with any other party.

We will cover "loss" caused by dishonest acts by carriers or other bailees for hire.

**2. Deterioration or Contamination**

- a. Deterioration or contamination;
- b. Wear and tear, rust or corrosion, mold or rotting;
- c. Change in color, texture, or finish;
- d. Decay, fungus, mildew, or mold;
- e. Inherent vice;
- f. Any quality, fault, or weakness in the covered property that causes it to damage or destroy itself;
- g. Marring or scratching;
- h. Settling, cracking, shrinking, bulging or expansion of pavements, foundations, walls, sidewalks, driveways, patios, floors, roofs, or ceilings;
- i. Termites, vermin, insects, rodents, birds, skunks, raccoons, spiders, or reptiles.

**3. Electricity**

Electricity other than lightning unless fire or explosion ensues, and then only for ensuing "loss".

**4. Humidity/Temperature**

Humidity, freezing or overheating, dampness, dryness, or changes in or extremes of temperature.

**5. Loss of Use**

Loss of use, business interruption, delay or loss of market.

**6. Mechanical Breakdown**

We do not pay for "loss" caused by mechanical breakdown including centrifugal force.

However, this exclusion does not apply to "loss" resulting from testing.

**7. Missing Property**

Missing property where the only proof of "loss" is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property. This exclusion does apply to covered property in the custody of a carrier for hire.

**8. Pollutants**

Discharge, dispersal, seepage, migration, release, or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release, or escape is itself caused by a peril insured against. But if "loss" or damage by a peril insured against results from the discharge, dispersal, seepage, migration, release, or escape of "pollutants", we will pay for the resulting damage caused by the peril insured against.

**9. Puncture, Blowout and Road Damage**

Loss to tires or tubes caused by road damage, such as blowout or puncture, unless it results from another "loss" covered by this endorsement.

**10. Weight of Load**

Weight of Load, which under the operating conditions at the time of a "loss" exceeds the registered lifting capacity or load rating chart of any equipment or machine.

**11. Explosion**

Due to explosion of any steam boiler, steam piping or pressure vessel owned, used or operated by the insured.

## SECTION IV - AMOUNTS OF INSURANCE

Our payment for "loss" of or damage to covered property shall not exceed the amount shown in the "Declarations" or on a separate schedule for the covered property.

Our Occurrence Limit for all "loss" or damage resulting from any one occurrence will not exceed the amount shown in the "Declarations" or on a separate schedule regardless of the number of items of covered property involved, either in the case of partial or total "loss" or salvage charges or any other charges or all combined.

## SECTION V - DEDUCTIBLE

We will pay the amount of "loss" to covered property in any one occurrence that is in excess of the deductible amount shown in the "Declarations".

## SECTION VI - EXTENSIONS OF COVERAGE

We will pay the following "losses" at your option. Some of the Extensions of Coverage provide an additional amount of insurance and increase the total amount of insurance available for the coverage involved. Other Extensions of Coverage do not provide an additional amount of insurance and do not increase the total amount of insurance for the coverage involved. Each Extension of Coverage indicates whether payment under the extension is or is not an additional amount of insurance.

### 1. Newly Purchased Equipment

If during the policy period, you purchase additional "mobile equipment" or "contractors' non-mobile equipment" similar to the covered property, we extend coverage to the additional purchased equipment for up to 60 days.

The most we will pay for any one "loss" under this additional coverage is the lesser of:

- a. The actual cash value of the covered property; or
- b. Up to 25% of the total amount of insurance on the covered property.

This additional coverage will end when any of the following first occurs:

- a. This policy is terminated or not renewed;
- b. 60 days after you purchase the additional equipment; or
- c. You report the additional purchased equipment to us.

The additional premium is due from the date of purchase.

Coverage provided under this Extension of Coverage is not an additional limit and does not increase the total amount of insurance available.

### 2. Debris Removal

We will pay the cost of removal of debris to covered property on the premises described in the "Declarations" caused by a peril insured against. We will pay up to 25% of the amount we pay for the direct "loss". We will not pay more for "loss" to property and debris removal combined than the amount of insurance listed in the "Declarations" applicable to the covered property.

Debris Removal does not cover the costs to:

- a. Remove debris of your property that is not insured under this policy, or property in your care, custody, or control that is not covered property under this endorsement;
- b. Remove any property that is property not covered under this endorsement;
- c. Remove property of others of a type that would not be covered property under this endorsement; or
- d. Extract "pollutants" from land or water, or to remove, restore, or replace polluted land or water.

### 3. Pollutant Cleanup and Removal

We will pay your expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by a peril insured against that occurs during the policy period. The expenses are paid only if they are reported to us in writing within 180 days from the date the peril insured against occurs.

We do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants". However, we pay the cost of testing which is necessary for the extraction of "pollutants" from land or water.

The most we pay for each site or location is \$10,000 for the sum of all such expenses arising out of a peril insured against during each separate 12 month period of this policy.

Coverage provided under this Extension is an additional limit.

### 4. Rental Reimbursement

In the event of a "loss" by a covered peril to your "contractors' equipment", we reimburse you for your expense to rent similar equipment while your equipment is inoperable.

The most we reimburse you for rental expenses is \$5,000.

We will continue to reimburse you for the rental of equipment after the expiration date of this coverage,

provided the "loss" occurred before the expiration date.

We will not reimburse you:

- a. For the rental of equipment until after the waiting period indicated in the "Declarations" has passed since your "contractors' equipment" was rendered inoperable. If no waiting period is indicated then a 72 hour waiting period applies.

After the waiting period has passed we will only reimburse you for the rental expenses that you actually incur.

- b. If you can continue or resume your operations with similar equipment that is available to you at no additional expense to you.
- c. For the rental expense of any equipment unless you make every reasonable effort to repair, replace, or rebuild the inoperable equipment after the "loss" by a peril insured against.

The deductible amount indicated in the "Declarations" does not apply to this Extension of Coverage.

Coverage provided under this Extension of Coverage is not an additional limit and does not increase the total amount of insurance available.

#### 5. Spare Parts and Fuel

We pay for direct physical "loss" caused by a peril insured against to spare parts and accessories for "contractors' equipment" and fluids for vehicles and "contractors' equipment". Fluids include gasoline, oil, hydraulic fluid, and diesel fuel.

The most we pay for "loss" to spare parts and accessories is \$10,000.

Coverage provided under this Extension of Coverage is not an additional limit and does not increase the total amount of insurance available.

### SECTION VII - WHEN AND WHERE

#### WHEN

This policy applies to "losses" that occur during the policy period. Unless otherwise specified in the "Declarations", "Renewal Certificate", "Amended Declarations", "Revised Declarations" or endorsement the policy period begins and ends 12:01 AM Standard Time at the stated address of the Named Insured. An "Amended Declarations" or endorsement tells you that the policy has been changed. A "Renewal Certificate" tells you that the policy is being renewed for another policy period.

#### WHERE

Coverage applies only while the property is in the United States, its territories or possessions, Puerto Rico or Canada. This includes property that is in transit within the continental United States.

### SECTION VIII - ADDITIONAL CONDITIONS

#### 1. COINSURANCE

All covered property must be insured for at least 100% of its' Actual Cash Value.

We will pay only the proportion of any "loss" that the amount of insurance shown in the "Declarations" or in the schedule for the lost or damaged item(s) bears to the 100% Actual Cash Value at the time of "loss".

If there is more than one amount of insurance indicated in the "Declarations" for this coverage, this procedure applies separately to each amount of insurance.

If there is only one amount of insurance indicated in the "Declarations" for this coverage, this procedure applies to the total of all covered property to which the amount of insurance applies.

#### 2. VALUATION

The value of covered property will be based on the Actual Cash Value at the time of the "loss" (with a deduction for depreciation).

#### 3. OUR RIGHT TO RECOVER FROM OTHERS

After we make a payment under this policy, we will have the right to recover from anyone else held responsible. This right will not apply if you waived it in writing prior to "loss". Any insured is required to transfer this right to us, and do nothing to harm this right. Anyone receiving payment from us and from someone else for the same "loss" will reimburse us up to our payment.

### SECTION IX - DEFINITIONS

"Automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any attached machinery or equipment), but does not include mobile equipment.

"Contractors' non-mobile equipment" means machinery and equipment of a portable nature that you use in your contracting operations. "Contractors' non-mobile equipment" also means powered and non-powered equipment such as portable welders, portable heaters, ladders, scaffolding, mortar mixers, pumps, table/radial saws and generators. "Contractors' non-mobile equipment" does not include portable powered and non-powered hand tools.

"Mobile equipment" means any of the following types of land vehicles (including any attached machinery or equipment):

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers, or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers, or rollers;
5. Vehicles not described in **1., 2., 3.,** or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geographical exploration, lighting and well servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in **1., 2., 3.,** or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but are considered "automobiles".
  - a. Equipment designed primarily for:
    - 1) Snow Removal;
    - 2) Road maintenance, but not construction or resurfacing;
    - 3) Street Cleaning;
  - b. Cherry pickers and similar devices mounted on an "automobile" or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geographical exploration, lighting and well servicing equipment.

"Declarations", "Amended Declarations", "Revised Declarations" and "Renewal Certificate" means the form which shows your coverages, limits of protection, premium charges and other information. This form is part of your policy.

"Loss" means direct and accidental loss of or damage to covered property.

"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

# RENTED/LEASED MOBILE EQUIPMENT - BLANKET COVERAGE

## COMPREHENSIVE COVERAGE

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the "Declarations". The words "we", "us", and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **Section IX - Definitions**.

### SECTION I - COVERAGES

#### INSURING AGREEMENT

We will pay for direct physical "loss" of or damage to covered property caused by any of the covered causes of loss listed under **Section II - Perils Insured Against**.

#### A. Covered Property

We will cover "mobile equipment" and "non-mobile equipment" you rent or lease from others for a time period of 120 consecutive days or less.

#### B. Property Not Covered

We do not cover:

1. Aircraft or Watercraft;
2. "Automobiles", motor trucks, tractors, trailers, and similar conveyances designed for highway use and used for over the road transportation of people or cargo. However, this does not include:
  - a. Self-propelled vehicles designed, maintained and used primarily to provide mobility to permanently attached equipment; or
  - b. Vehicles designed for highway use that are not licensed and operated on public roads.
3. Contraband, or property in the course of illegal transportation or trade;
4. Property while airborne;
5. Property that is waterborne, except by fire;
6. Property that you loan, lease, or rent to others;
7. Property while it is stored or operated underground in connection with any mining operations.

### SECTION II - PERILS INSURED AGAINST

#### Covered Cause of Loss

This coverage insures against risk of "loss" to covered property unless the "loss" is excluded in **Section III - Exclusions**.

### SECTION III - EXCLUSIONS

A. We will not pay for loss or damage to covered property caused directly or indirectly by any of the following. Such "loss" or damage is excluded regardless of any cause or event that contributes concurrently or in any other sequence to the "loss".

#### 1. Civil Authority

Seizure or destruction of covered property by order of governmental authority.

However, we will cover "loss" caused by acts of destruction ordered by governmental authority to prevent the spread of a fire.

#### 2. Intentional Acts

Intentional "loss", meaning any loss arising from an act committed by, or at the direction of the insured with the intent to cause a "loss".

#### 3. Neglect

Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

#### 4. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination unless fire ensues, and then only for ensuing "loss".

#### 5. War

War, whether declared or undeclared, discharge of a nuclear weapon (even if accidental), hostile or warlike action in time of peace or war, insurrection, rebellion, revolution, civil war, usurped power, including action taken by governmental authority in defending against such an occurrence.

#### 6. Weather Conditions

Weather conditions, but only if weather conditions contribute in any way with a peril excluded to produce the "loss".

B. We do not cover "loss" or damage resulting from:

#### 1. Criminal, Fraudulent or Dishonest Acts

Dishonest or criminal acts committed by you or any of your members of a limited liability company, or any of your employees, directors, officers, trustees or authorized representatives:

- a. Acting alone or in collusion with other persons; or
- b. While performing services for you or otherwise.

We will cover acts of destruction by your employees but only for ensuing "loss", but theft by your employees (including leased employees) is not covered.

**2. Deterioration or Contamination**

- a. Deterioration or contamination;
- b. Wear and tear, rust or corrosion, mold or rotting;
- c. Change in color, texture, or finish;
- d. Decay, fungus, mildew, or mold;
- e. Inherent vice;
- f. Any quality, fault, or weakness in the covered property that causes it to damage or destroy itself;
- g. Marring or scratching; or
- h. Termites, vermin, insects, rodents, birds, skunks, raccoons, pavements, foundations, walls, floors, roofs, or ceilings; spiders, or reptiles.

**3. Electricity**

Electricity other than lightning, unless fire or explosion ensues, and then only for ensuing "loss".

**4. Humidity/Temperature**

Humidity, freezing or overheating, dampness, dryness, or changes in or extremes of temperature.

**5. Loss of Use**

Loss caused by or resulting from loss of use, business interruption, delay or loss of market.

**6. Mechanical Breakdown**

We do not pay for "loss" caused by mechanical breakdown including centrifugal force.

However, this exclusion does not apply to "loss" resulting from testing.

**7. Missing Property**

Missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.

This exclusion does not apply to covered property in the custody of a carrier for hire.

**8. Pollutants**

Discharge, dispersal, seepage, migration, release, or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release, or escape is itself caused by a peril insured against. But if "loss" or damage by a peril insured against results from the discharge, dispersal, seepage, migration, release, or escape of "pollutants", we will pay for the resulting damage

caused by the peril insured against.

**9. Puncture, Blowout and Road Damage**

Loss to tires caused by road damage, such as blowout or puncture, unless it results from another "loss" covered by this endorsement.

**10. Weight of Load**

Weight of load, which under the operation conditions at the time of a "loss" exceeds the registered lifting capacity or load rating chart of any equipment or machine.

**11. Explosion**

Due to explosion of any steam boiler, steam piping, or pressure vessel owned, used, or operated by the insured.

**SECTION IV - AMOUNTS OF INSURANCE**

Our payment for "loss" or damage to covered property will not exceed the amount shown in the "Declarations".

Our Occurrence Limit for all "loss" or damage resulting from any one occurrence will not exceed the amount shown in the "Declarations" or on a separate schedule regardless of the number of items of covered property involved, either in the case of partial or total "loss" or salvage charges or any other charges or all combined.

**SECTION V - DEDUCTIBLE**

We will pay the amount of "loss" to covered property in any one occurrence that is in excess of the deductible amount shown in the "Declarations".

**SECTION VI - EXTENSIONS OF COVERAGE**

We will pay the following "losses" at your option. Some of the Extensions of Coverage provide an additional amount of insurance and increase the total amount of insurance available for the coverage involved. Other Extensions of Coverage do not provide an additional amount of insurance and do not increase the total amount of insurance available for the coverage involved. Each Extension of Coverage indicates whether payment under the extension is or is not an additional amount of insurance.

**1. Debris Removal**

We will pay the cost to remove debris of covered property that is caused by a peril insured against in this coverage.

We will pay up to 25% of the amount we pay for the direct "loss". We will not pay more for "loss" to property and debris removal combined than the amount of insurance listed in the "Declarations" applicable to the covered property.

Coverage provided under this Extension of Coverage is not an additional limit and does not increase the total amount of insurance available.



**2. Emergency Removal and Expenses**

We will pay for direct physical "loss" or damage to covered property while it is being moved or being stored to prevent a "loss" caused by a peril insured against. This includes the expense to move and store covered property.

This coverage applies for up to 45 days after the property is first moved, but does not extend past the date on which this policy expires.

Coverage provided under this Extension of Coverage is not an additional limit and does not increase the total amount of insurance available.

**3. Pollutant Cleanup and Removal**

We will pay your expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by a peril insured against that occurs during the policy period. The expenses are paid only if they are reported to us in writing within 180 days from the date the peril insured against occurs.

We do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants". However, we pay the cost of testing which is necessary for the extraction of "pollutants" from land or water.

The most we pay for each site or location is \$10,000 for the sum of all such expenses arising out of a peril insured against occurring during each separate 12 month period of this policy.

Coverage provided under this Extension is an additional limit.

**4. Rewards**

We will pay up to \$1,000 as a reward to any individual or group for information which results in the arrest and conviction of any person committing an act of arson, theft, or vandalism resulting in damage to covered property.

Coverage provided under this Extension of Coverage is not an additional limit and does not increase the total amount of insurance available.

**5. Theft Damage To Buildings**

We will pay for damage caused by thieves to the part of the building that you occupy. You must own the building or be legally liable to the owner for the damage.

Coverage provided under this Extension of Coverage is not an additional limit.

**SECTION VII - WHEN AND WHERE**

**WHEN**

This policy applies to "losses" that occur during the policy period. The policy period is shown in the "Declarations", "Renewal Certificate", "Amended Declarations", "Revised Declarations" or endorsement. An "Amended Declarations" or endorsement tells you that the policy has been changed. A "Renewal Certificate" tells you that the policy is being renewed for another policy period.

**WHERE**

Coverage applies only while the covered property is in the United States, its territories or possessions, Puerto Rico or Canada.

**SECTION VIII - ADDITIONAL CONDITIONS**

**1. COINSURANCE**

All covered property must be insured for at least 100% of its' Actual Cash Value.

We will pay only the proportion of any "loss" that the amount of insurance shown in the "Declarations" for the lost or damaged item(s) bears to the 100% of the Actual Cash Value at the time of "loss".

This procedure applies to the total of all covered property to which the amount of insurance applies.

**2. LOSS PAYMENT**

We will adjust all "losses" with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. We will not pay you more than your financial interest in the covered property.

"Loss" will be payable 30 days after we receive your proof of "loss" if you have complied with all the terms of this coverage part and one of the following has been done:

- a. We have reached an agreement with you; or
- b. There is an entry of final judgment; or
- c. There is a filing of an appraisal award on your behalf.

We have the option to:

- a. Pay the value of the damaged property;
- b. Pay the cost to repair or replace the damaged property;
- c. Take all or part of the damaged property at an agreed or appraised value; or
- d. Repair or replace the damaged property with material of like kind or quality.

We will determine the value of lost of damaged

property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this coverage form or any applicable provision which amends or supersedes the Valuation Condition.

### 3. VALUATION

The value of covered property will be based on the Actual Cash Value (with a deduction for depreciation) at the time of the "loss".

## SECTION IX - DEFINITIONS

"Automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any attached machinery or equipment), but does not include "mobile equipment".

"Declarations", "Amended Declarations", "Revised Declarations" and "Renewal Certificate" means the form which shows your coverages, limits of protection, premium charges and other information. This form is part of your policy.

"Loss" means direct and accidental loss of or damage to covered property.

"Mobile equipment" means any of the following types of land vehicles (including any attached machinery or equipment):

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers, or rollers;
5. Vehicles not described in **1., 2., 3. or 4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in **1., 2., 3. or 4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of

permanently attached equipment are not "mobile equipment" but are considered "automobiles".

- a. Equipment designed primarily for:
  - 1) Snow removal;
  - 2) Road maintenance, but not construction or resurfacing;
  - 3) Street cleaning;
- b. Cherry pickers and similar devices mounted on an "automobile" or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

"Non-mobile equipment" means machinery and equipment of a portable nature that you use in your operations. "Non-mobile equipment" also means powered and non-powered equipment such as portable welders, portable heaters, ladders, scaffolding, mortar mixers, pumps, table/radial saws and generators. "Non-mobile equipment" does not include portable powered and non-powered hand tools.

"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

# XTRA FEATURES POLICY CHANGE ENDORSEMENT

## VIRGINIA

*For a covered “auto” licensed or principally garaged in Virginia, this endorsement modifies insurance and broadens coverage provided under the Business Auto Coverage Form, Virginia Changes – Business Auto Coverage Form Endorsement (CA0116), and any other endorsement form designated herein.*

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form and any other endorsement designated herein apply unless modified by this endorsement.

The following sentence is added to the second paragraph of the **Business Auto Coverage Form (BACF)**:

If the Named Insured listed in Item 1. in the Declarations is an “individual” then throughout this policy, except in the cancellation and nonrenewal conditions, the words you and your include the spouse of the “individual” provided the spouse is a resident of the same household.

### SECTION I – COVERED AUTOS

Paragraph **B. Owned Autos You Acquire After The Policy Begins of SECTION I – COVERED AUTOS** is amended as follows:

*The following sentence is added at the end of Paragraph B.1. under this section:*

If you acquire an “auto” within 30 days prior to the end of the policy period and you notify us within 60 days after acquisition, then you will have coverage under your renewal policy for the newly acquired “auto”, provided that the policy otherwise remains in effect.

*Paragraph B. 2. b. is deleted and replaced by the following:*

2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an “auto” you acquire will be a covered “auto” for that coverage only if:

- b. You tell us that you acquired the “auto” within the policy period in which the acquisition took place. If you acquire an “auto” within 30 days prior to the end of the policy period, and notify us within 60 days after acquisition, then you will have coverage under your renewal policy for the newly acquired “auto”, provided that the policy otherwise remains in effect.

**SECTION I – COVERED AUTOS** is amended by the addition of the following Paragraph:

#### **D. Non-Owned Autos Driven By You, Your Active Partners, Your Active Executive Officers Or Your Active Members**

1. If Liability Coverage is provided by this Coverage Form for “autos” you own, then Liability Coverage extends to any “auto” not owned by, furnished or available for the regular use of, and while driven by:

- a. You (a sole proprietor);

- b. Your active partner or the partner’s spouse residing in the same household;
- c. Your active executive officer or the officer’s spouse residing in the same household; or
- d. If you are a joint venture, your active member or the member’s spouse residing in the same household.

2. If Physical Damage Coverage is included in the Declarations, then the Physical Damage Coverage on “autos” you own extends to private passenger “autos” that are neither owned by you or your “family member”, nor furnished or available for the regular use of you or your “family member” while driven by those listed in **D.1.** above. When you (a sole proprietor), your partner(s), or your executive officer(s) rent a private passenger “auto”, the Comprehensive and/or Collision coverage(s) you purchased on this policy will apply to this “auto” on a primary basis. Coverage applies per loss, provided the “auto” is rented for 45 consecutive days or less. “Autos” hired, rented or borrowed for more than 45 consecutive days shall be considered furnished or available for regular use.

### SECTION II – LIABILITY COVERAGE

Paragraph **A.2. Coverage Extensions of SECTION II – LIABILITY COVERAGE** is amended as follows:

*Paragraph A.2. a. (2) of Supplementary Payments is deleted and replaced by the following:*

#### **a. Supplementary Payments**

We will pay for the “insured”:

- (2) up to \$3000 for cost of bail bonds (including bonds for related traffic law violation) required because of an “accident” we cover. We do not have to furnish these bonds.

*Paragraph A.2. a. (4) of Supplementary Payments is deleted and replaced by the following:*

#### **a. Supplementary Payments**

We will pay for the “insured”:

- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

*Paragraph A.2. a. Supplementary Payments in the BACF, as modified by Form CA0116, Virginia Changes – BACF, is amended by the addition of the following:*

**a. Supplementary Payments**

We will pay for the “insured”:

- (8) The cost of appeal bonds in a suit we defend.
- (9) All reasonable costs for first aid to other people and animals at the time of an “accident” involving a covered “auto.”
- (10) All reasonable lawyers’ fees up to \$50 that an “insured” incurs because of arrest, resulting from an “accident” involving a covered “auto.”

**SECTION III – PHYSICAL DAMAGE COVERAGE**

Paragraph A.1.c. Collision Coverage of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

**A. Coverage**

1. We will pay for “loss” to a covered “auto” or its equipment under:

**c. Collision Coverage**

Caused by:

- (1) The covered “auto’s” collision with another object; or
- (2) The covered “auto’s” overturn.

We will not subtract the deductible for a collision loss caused by c.(1) or c.(2) if the “accident” is between a covered “auto” and another “auto”:

- (1) insured by the Erie Insurance Group.
- (2) not insured by the Erie Insurance Group, if:
  - (a) the loss to the covered “auto” is greater than the deductible amount;
  - (b) the owner of the other “auto” has been identified;
  - (c) the owner and operator of the other “auto” is solely liable for the loss; and
  - (d) there is “property damage” liability insurance which protects anyone responsible for the loss.

For purposes of this deductible waiver provision, a tractor-trailer unit is considered to be one “auto” under this coverage.

We will reduce your collision deductible to \$100 if a covered “auto” is in your care, custody or control and is damaged in an “accident” while legally parked and unoccupied.

Paragraph A.2. Towing of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

**2. Towing**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered “auto” is disabled. However, the labor must be performed at the place of disablement. No deductible applies.

Paragraph A.3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles of **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following in the last paragraph:

**3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

When only your windshield is damaged, we will not subtract the deductible if the windshield is repaired rather than replaced.

Paragraph A.4. Coverage Extensions of **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended as follows:

**4. Coverage Extensions**

*Paragraph a. Transportation Expenses is deleted and replaced by the following:*

**a. Transportation Expenses**

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expenses incurred by you resulting from a covered “loss” under Comprehensive coverage, Fire, Theft and Windstorm coverage, or Specified Causes of Loss coverage. We will pay only for those covered “autos” for which you carry either Comprehensive coverage, Fire, Theft and Windstorm coverage, or Specified Causes of Loss coverage. Regardless of the policy’s expiration date, these expenses will be paid by us until the “auto” (1) is returned to you in usable condition, or (2) the “auto” is replaced, whichever comes first. If the “auto” is not repaired, payment ends on the day (1) we offer settlement or (2) the “auto” is replaced, whichever comes first. No waiting period applies. This coverage applies whether or not we pay for damages under the corresponding Comprehensive coverage, Fire, Theft and Windstorm coverage, or Specified Causes of Loss coverage.

*Paragraph b. Loss Of Use Expenses is deleted and replaced by the following:*

**b. Loss of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an “insured” becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than Collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered “auto”;
- (2) Fire, Theft and Windstorm Coverage or Specified Causes of Loss Coverage, but only if the Declarations indicates that Fire, Theft and Windstorm Coverage or Specified Causes of Loss Coverage is provided for any covered “auto”; or
- (3) Collision only if the Declarations indicates that Collision Coverage is provided by any covered “auto”.

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$650.

*Paragraph A.4. Coverage Extensions is amended by the addition of the following:*

**c. Travel Costs**

We will pay for travel costs, including meals and lodging, anyone in a covered “auto” pays because you were unable to reach your destination after a “loss” occurs under these coverages. Payment will not exceed \$75 per person/per loss. No deductible applies.

**d. Deployed Air Bag**

We will pay for all expenses necessary to replace a deployed air bag. No deductible applies.

**e. Locksmith Services**

Up to \$75 for the cost incurred for locksmith services if keys are accidentally locked in a covered “auto”.

**f. Personal Effects**

For “loss” to personal effects up to \$500. We will pay only for “loss” not covered by other insurance.

**g. Loss to Cargo**

Payment up to \$1000 for property damage to cargo while in an **auto we insure** if the loss is due to collision or upset. Cargo includes freight or goods of others in **your** care, custody or control for the purpose of transit. **We** will pay only for loss not covered by other insurance.

Paragraph D. Deductible of **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

The deductible shown on the Declarations does not apply to expenses we incur to return your covered auto if it is stolen.

**SECTION IV – BUSINESS AUTO CONDITIONS**

Paragraph A. Loss Conditions of **SECTION IV – BUSINESS AUTO CONDITIONS** is amended as follows:

*Paragraph A.1. Appraisal For Physical Damage Loss is deleted and replaced by the following:*

If you and we disagree on the amount of “loss”, either may demand an appraisal of the “loss”. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of the “loss”. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally. However, if we make the demand for appraisal, we will pay for the reasonable cost of your appraiser and the entire cost of the umpire.

If we submit to an appraisal, we will still retain our right to deny the claim.

*Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us is deleted and replaced by the following:*

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. However, we waive any right of recovery we may have against a person or organization identified as an Additional Designated Insured under Item 9. in the Declarations because of payments we make for injury or damage arising out of the ownership, maintenance or use of a covered “auto” under a contract with that Additional Designated Insured.

**SECTION V – DEFINITIONS**

*As used in this endorsement:*

“Family Member” means a person related to you by blood, marriage, or adoption who is a resident of your household, including a ward or foster child.

“Individual” means a natural person.

“Private Passenger Type” means any type of “auto” not used for business purposes, other than farming or ranching.

**VIRGINIA CHANGES IN POLICY- CANCELLATION AND NONRENEWAL ENDORSEMENT**

Form **CA0268** (Ed. 10/15), **VIRGINIA CHANGES IN POLICY - CANCELLATION AND NONRENEWAL**, is amended as follows:

*Paragraph A.1.b.(1) in the Cancellation Condition in Form CA0268 is deleted and replaced by the following:*

- b. We may cancel this Policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of cancellation at least:

- (1) 30 days before the effective date of cancellation if we cancel for nonpayment of premium; or

*Paragraph A.2.b. in the Nonrenewal Condition in Form CA0268 is deleted and replaced by the following:*

- b. If we or our agent offer to renew or continue this Policy, your insurance policy will continue in force at the end of the current policy period unless terminated by you or us according to the steps outlined in the cancellation condition. This is a service we provide to you so that your insurance protection does not lapse.

*Paragraph B.1.b.(1) in the Cancellation Condition in Form CA0268 is deleted and replaced by the following:*

- b. We may cancel the Policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of cancellation stating the reason(s) for cancellation at least:

- (1) 30 days before the effective date of cancellation if we cancel for nonpayment of premium; or

*Paragraph B.4.a.(2) in the Nonrenewal Condition in Form CA0268 is deleted and replaced by the following:*

- (2) If we or our agent offer to renew this Policy, your insurance policy will continue in force at the end of the current policy period unless terminated by you or us according to the steps outlined in the cancellation condition. This is a service we provide to you so that your insurance protection does not lapse.

*Paragraph C.2. in Form CA0268 is deleted and replaced by the following:*

2. When this Policy is cancelled at your request, we will return the pro rata unused share of your premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policy writing minimum premium.

*Paragraph C.3. in Form CA0268 is deleted.*

## **VIRGINIA INDIVIDUAL NAMED INSURED ENDORSEMENT**

If Form CA9969 (Ed. 8/08) VIRGINIA INDIVIDUAL NAMED INSURED Endorsement is listed in Item 6 on your Declarations, then the following provisions are amended:

*Paragraph B. Changes in Physical Damage, PERSONAL AUTO COVERAGE is deleted and replaced by the following:*

### **B. Changes in Physical Damage PERSONAL AUTO COVERAGE**

If any "auto" you own of the "private passenger type" is a covered "auto" under Physical Damage Coverage, a

"non-owned auto" will also be considered a covered "auto". However, the most we will pay for "loss" to a "non-owned auto" which is a "trailer" is \$2,000.

*If Comprehensive and/or Collision coverage is purchased and Form CA9969 (Ed.8/08) VIRGINIA INDIVIDUAL NAMED INSURED is listed in Item 6 on your Declarations, the following coverage extensions are added:*

#### **4. Coverage Extensions**

##### **c. Travel Costs**

We will pay for travel costs, including meals and lodging, you or any "family member" in a covered "auto" pays because you were unable to reach your destination after "loss" under this Coverage Part. Payment will not exceed \$75 per person for each "loss".

##### **d. Personal Effects**

We will pay for loss to personal effects owned by you or any "family member" (including clothes and luggage) that are normally carried by a person while the personal effects are in or upon a covered "auto" of the "private passenger type". The following limitations apply to coverage for personal effects:

- (1) Payment for loss to personal effects will not exceed \$350 per occurrence.
- (2) Professional or occupational tools or machines, salesmen's samples, and merchandise for sale, delivery or exhibition are not considered personal effects. Tools or machines are considered personal effects only when used for personal purposes.
- (3) Theft losses are covered only if the entire vehicle is stolen.
- (4) When loss results from a collision, there must be enough damage to your covered "auto" to require a Collision loss payment by us before payment will be made for loss to personal effects.

##### **e. Deployed Air Bag**

We will pay for all expenses necessary to replace a deployed air bag.

##### **f. Locksmith Services**

We will pay up to \$75 for the cost incurred for locksmith services if keys are accidentally locked in your covered "auto".

## **LIMITED SPECIFIED CAUSES OF LOSS ENDORSEMENT**

*If Limited Specified Causes of Loss Coverage is shown in the Declarations and Form CA9914 (Ed.12/93), Fire, Fire & Theft, Fire, Theft & Windstorm, and Limited Specified Causes of Loss Coverages is listed in Item 6 on the*

*Declarations, Paragraph B.4 of CA9914 is deleted and replaced by the following:*

B. We will pay for “loss” to a covered “auto” or its equipment under:

**4. Limited Specified Causes of Loss Coverage.**

Caused by:

- a. Fire, Lightning or Explosion;
- b. Theft;
- c. Windstorm, Hail or Earthquake; or
- d. Flood or Rising Water; or
- e. The sinking, burning, collision or derailment of any conveyance transporting the covered “auto”; or
- f. Malicious Mischief or Vandalism (a \$25 deductible applies to each covered “auto”); or
- g. External Discharge or Leakage of Water, except loss from rain, snow or sleet, wind-driven or not; or
- h. Riot or Civil Commotion, Forced Landing or Falling Aircraft or Spacecraft and their parts or equipment.

**REPOSSESSED AUTOS ENDORSEMENT**

*If Form CA2019 (Ed. 7/97), **Repossessed Autos** is listed in Item 6 on the Declarations, then Paragraph B. in CA2019 is deleted and replaced by the following:*

**B.** Any “auto” you repossess is a covered “auto”, but only while:

- 1. Being repossessed by you;
- 2. Held by you after repossession; or
- 3. Pending delivery after sale.

ERIE INSURANCE  
WORKERS COMPENSATION AND EMPLOYERS LIABILITY  
WC 00 03 13 (Ed. 1/86) UF-8641

Q93-2500755

## **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 any one not named in the Schedule.

### **Schedule**

“Organizations for which the Named Insured has agreed to by written contract executed prior to the loss to furnish waiver”