

Public Records Request #2330

The following materials have been gathered in response to public records request #2330. These materials include:

- Certificate of Liability Insurance – Seland Contractors Corp.

This information was provided as a response to a public records request on 5/3/19 and is current to that date. There is a possibility of more current information and/or documents related to the stated subject matter.

Further Information

For further information about this request or the Citywide Records Program, please contact:

Cheyenne Flotree
Citywide Records Program Manager
City of Charlotte/City Clerk's Office
600 East 4th Street, 7th Floor
Charlotte, NC 28202
Cheyenne.Flotree@charlottenc.gov

Amelia Knight
Public Records Specialist
City of Charlotte/City Clerk's Office
600 East 4th Street, 7th Floor
Charlotte, NC 28202
Amelia.Knight@charlottenc.gov

Greetings,

You are receiving this email because you currently have a contract with the City of Charlotte with insurance coverage that is getting ready to expire.

In order to remain in compliance with your contract, please email an updated insurance certificate to the contact and email address attached.

Remember:

- 1. Faxed or mailed certificates will no longer be accepted.**
- 2. All certificates must have the corresponding contract number or project name listed in the Description of Operations section of the certificate.**
- 3. If this contract is no longer in force, please contact me at the number listed so I can stop the automatic delivery of this message.**

Thank you for your help and if you have any questions, please contact me.

Contracts Department
Engineering & Property Management

704-336-2291



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/20/2018

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).

PRODUCER James P Reagan Agency 8 E Main Street P O Box 191 Marcellus NY 13108	CONTACT NAME: PHONE (A/C, No, Ext): 315-673-2094 FAX (A/C, No): 315-673-1121 E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Wesco Insurance Company</td> <td>25011</td> </tr> <tr> <td>INSURER B : AmTrust Insurance of Kansas Inc</td> <td>15954</td> </tr> <tr> <td>INSURER C : Navigators Insurance Company</td> <td>42307</td> </tr> <tr> <td>INSURER D : Hanover Insurance Companies</td> <td>22292</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Wesco Insurance Company	25011	INSURER B : AmTrust Insurance of Kansas Inc	15954	INSURER C : Navigators Insurance Company	42307	INSURER D : Hanover Insurance Companies	22292	INSURER E :		INSURER F :
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INSURER F :															
INSURED Sealand Contractors Corp. 85 High Tech Drive P.O. Box 350 Rush NY 14543	SEALCON-02														

COVERAGES

CERTIFICATE NUMBER: 2051301223

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 5000 BI/PD DED <input checked="" type="checkbox"/> X,C,U covrg. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	WPP105142507	12/1/2017	12/1/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							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 type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	WPP105142507	12/1/2017	12/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Hired Phys.Dmg.	\$ 50,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	WUM1589832-00	12/1/2017	12/1/2018	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	KWC1112153	12/4/2017	12/4/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Excess Liability	Y	Y	IS16EXC764202IV	12/1/2017	12/1/2018	\$5,000,000 occ.	\$5,000,000 aggr.
D	Cargo Coverage & Leased/Rented Equip. *			OD76YZ1	12/1/2017	12/1/2018	\$300,000	\$1,000 Ded.
							\$300,000	\$1,000 Ded.

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

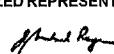
Additional Insured applies when required by contract/General Liability policy is on a primary & non-contributory basis & includes products completed operations & contractual liability coverage/Auto, Umbrella & Excess Liability policies are on a primary & non-contributory basis/Umbrella coverage follows form /Auto
 Hired Physical Damage Deductibles \$250 Comp/\$500 Collision

*Builders Risk Coverage policy #OD76YZ1 Hanover Insurance Co. effective 12-1-17 to 12-1-18 Blanket limit of \$300,000 with \$1,000 Ded.

Project: 512-13-010/Contract: 2018001075 Beam Road at Shopton Road (SR 1155) Roundabout

City of Charlotte is listed as an additional insured on the general liability policy

CERTIFICATE HOLDER**CANCELLATION**

City of Charlotte 600 E. 4th Street Charlotte NC 28202	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.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other Insurance; and

(2) You have agreed in writing in a contract or agreement that this Insurance would be primary and would not seek contribution from any other Insurance available to the additional Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED COVERAGE FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. PROPERTY DAMAGE TO BORROWED EQUIPMENT

Paragraph (1), of j. **Damage To Property**, under 2. **Exclusions**, of **SECTION I – COVERAGES COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended to add the following:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided that they are not being used to perform operations at the time of the loss.

With respect to "property damage" to borrowed equipment the following additional provisions apply:

1. The most we will pay for "property damage" to borrowed equipment is \$100,000 for any and all such losses regardless of the number of:
 - a. Insureds;
 - b. Claims or "suits" brought; or
 - c. Persons or organizations bringing claims or "suits".

B. NON-OWNED WATERCRAFT EXTENSION

Subparagraph (2) of g. **Aircraft, Auto Or Watercraft**, under 2. **Exclusions**, of **SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced with the following:

This exclusion does not apply to:

- (2) a watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. DAMAGE TO PREMISES RENTED TO YOU

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

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

1. Fire;
2. Explosion;

3. Lightning;
4. Smoke resulting from such fire, explosion or lightning; or
5. Water.

A separate limit of insurance applies to this coverage as described in **Section III Limits of Insurance**.

This insurance does not apply to damage to premises rented to you, or temporarily occupied by you, with permission of the owner caused by:

1. Rupture, bursting, or operation of pressure relief devices;
2. Rupture or bursting due to expansion or swelling of structural components or the contents of any building or structure, caused by or resulting from water;
3. Explosion of steam boilers, steam pipes, steam engines or steam turbines.

Paragraph 6. of **SECTION III LIMITS OF INSURANCE** is deleted and replaced with the following:

Subject to paragraph 5. of **SECTION III – LIMITS OF INSURANCE**, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**. for the sum of all damages because of "property damage" to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion , or lightning; or water. The Damage To Premises Rented To You Limit will apply at all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented to You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.

Paragraph a. of 9. "Insured Contract", under **SECTION V – DEFINITIONS**, is deleted and replaced with the following:

An "Insured contract" means 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 to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water, is not an "insured contract".

D. PROPERTY DAMAGE COVERAGE FOR PERSONAL PROPERTY WHILE IN YOUR POSSESSION

Sub-paragraphs (3) and (4) of Paragraph j. **Damage To Property**, of 2. **Exclusions**. of **SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** do not apply to "property damage" to the property of others while in your possession. With respect to the insurance provided by this section of the endorsement, the following provisions apply:

The limit of this coverage is \$25,000 per "occurrence" and \$25,000 aggregate in any annual policy period starting with the beginning of the policy period in the Declarations, regardless of the number of:

- a. Insureds;

- b. Claims or "suits" brought; or
- c. Persons or organizations bringing claims or "suits".

We will pay for damages on your behalf, only to the amount of damages for each "occurrence" on your behalf applies only to the amount of damages for each "occurrence" which are in excess of a \$1,000 deductible.

We may pay any part, or all of the deductible amount, to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount, as has been paid by us.

E. PROPERTY DAMAGE COVERAGE FOR TENANTS – REAL PROPERTY

Sub-paragraph j. (5) **Damage To Property**, of 2. **Exclusions** of **SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced with the following:

While under your care, custody or control we will pay for "property damage" to property of others arising out of operations incidental to your business when:

- a. Damage is caused by the insured;
- b. Damage occurs while in the insured's possession

The most we will pay under this provision for loss or damage during the policy period is \$25,000 per "occurrence" and \$25,000 aggregate in any annual policy period starting with the beginning of the policy period in the Declarations.

We will pay damages on your behalf, only to the amount of damages for each "occurrence" which are in excess of a \$1,000 deductible. The limits of insurance will not be reduced by the application of such deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us; or

F. SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I** is amended as follows:

- a. In paragraph 1.b., the amount we will pay for the cost of bail bond is increased to \$2,500
- b. In paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

G. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Paragraph 3.a. of **SECTION II – WHO IS AN INSURED** is deleted and replaced with the following:

Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

H. PAST PARTNERSHIPS AND JOINT VENTURES

The following is added to **SECTION II – WHO IS AN INSURED**:

If you are an insured, as shown in the Declarations, you are an insured for your interest in a partnership or joint venture that ended prior to this policy-period. This insurance applies:

- a. Only to the extent of your interest in the partnership or joint venture.
- b. Only if no other similar insurance is available to you for your interest in the joint venture or partnership.

The last paragraph of **SECTION II – WHO IS AN INSURED** is deleted and replaced with the following:

Except as provided in **H. PAST PARTNERSHIPS AND JOINT VENTURES**, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

I. ADDITIONAL INSURED

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization with whom or with which you have agreed in writing in a contract or agreement that such person(s) or organization(s) shall be included as an additional insured on your policy is an additional insured. The contract must be executed before the "bodily injury or "property damage" occurs or the "personal and advertising injury" offense is committed, to name such person or organization as an additional insured, but only with respect to liability arising out any tenancy operation or use of equipment leased to you by such an additional insured. The following provisions apply to such additional insured:

- a. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations, whichever is less.
- b. The insurance afforded to the additional insured does not apply to:
 - i. Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense which is committed, after you cease to be a tenant in that premises;
 - ii. Liability arising out of any premises for which coverage is excluded by endorsement; or
 - iii. Liability arising out of structural alterations, new construction or demolition operations performed by or on behalf of such additional insured(s)

The insurance afforded to the additional insured is excess over any valid and collectible insurance available to the insured, unless you have agreed in the written contract that this insurance must be primary or non-contributory with such other insurance.

J. BROADENED NAMED INSURED

Paragraph 1.d. of **SECTION II – WHO IS AN INSURED** is deleted and replaced with the following:

The person or organization named in the Declarations, and any organization, other than a partnership, joint venture or limited liability company, of which you maintain ownership or in which you maintain the majority interest on the effective date of the policy. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders. However, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer maintain ownership of, or the majority interest in, such organization.

K. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to paragraph 6. **Representations** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Based on our reliance on your representations as to existing hazards, if you unintentionally fail to disclose any such hazards prior to the beginning of the policy period of this coverage part, we shall not deny coverage under this coverage part because of such failure. However, the provision does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

L. BROADENED NOTICE OF OCCURRENCE

The following is added to paragraph 2 **Duties in the Event of Occurrence, Offense, Claim or Suit** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- a. Notice of an "occurrence" or of an offense which may result in a claim covered by this policy, the failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of this condition unless such "occurrence" or offense becomes known to you, or one of the following if designated by you to give such notice: your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), or an "employee" (such as an insurance, loss control or risk manager or administrator)., However, you or your designated representative must give us notice as soon as practicable after being made aware that the particular claim.
- b. Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.
- c. This provision does not apply as respects the specific number of days within which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" that causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

M. WAIVER OF SUBROGATION

The following is added to paragraph 8. **Transfer of Rights of Recovery Against Others to Us** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

N. BROADENED CONTRACTUAL LIABILITY – WORK WITHIN 50' OF RAILROAD PROPERTY

Paragraph 9.c. of the definition "Insured Contract" under **SECTION V – DEFINITIONS** is deleted and replaced with the following:

"Insured contract" means any easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad.

Paragraph f.(1) of 9. "Insured contract" under **SECTION V – DEFINITIONS** is deleted.

O. BODILY INJURY DEFINITION

The definition of "bodily injury" in paragraph 3. of **SECTION V – DEFINITIONS** is deleted and replaced with the following:

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

This Endorsement Changes The Policy. Please Read It Carefully

BUSINESS AUTO COVERAGE EXPANSION ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the COVERAGE FORM apply unless modified by the endorsement.

A. Newly Acquired or Formed Organizations, Employee Hired Car Liability and Blanket Additional Named Insured Status for Certain Entities.

Item 1. Who is an Insured of Paragraph A. Coverage under SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability com-any, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,
- (1) 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;
 - (2) coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "accident" which occurred before you acquired or formed the organization; and
 - (3) coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.

- e. An "employee" of yours is an "insured" while operating an "auto" hired or rented

under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

- f. Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respects to liability created in whole or in part by such agreement.

B. Increase Of Loss Earnings Payment

Subpart (4) of a. Supplementary Payments of Item 2. Coverage Extensions of Paragraph A. Coverage under SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to read:

- (4) We will pay reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 per day because of time off from work.

C. Fellow Employee Injured By Covered Auto You Own Or Hire

Item 5. Fellow Employee of Paragraph B. Exclusions under SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.

D. Limited Automatic Towing Coverage

Item 2. Towing, of Paragraph A. Coverage, under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to read:

2. Towing

We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto".

- a. The limit for "autos" other than private passenger types is \$250;
- b. The limit for "autos" of the private passenger type is as shown in the Declarations;
- c. No deductible applies to this coverage.

E. Item 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles of Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:

Glass Repair Coverage

We will waive the Comprehensive deductible for Glass, if one is indicated on your covered "auto", for glass repairs. We will repair at no cost to you, any glass that can be repaired without replacement, provided the "loss" arises from a covered Comprehensive "loss" to your "auto".

F. Increase Of Transportation Expense Coverage

Subpart a. Transportation Expenses of Item 4. Coverage Extensions of Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to read:

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage or Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

G. "Personal Effects" Coverage

Item 4. Coverage Extensions of Paragraph A. Coverage, under SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to add:

"Personal Effects" Coverage

We will pay actual cash value for "loss" to "personal effects" of the "insured" while in a covered "auto" subject to a maximum limit of \$2,500 per "loss", for that covered "auto" caused by the same "accident". No deductible will apply to this coverage.

H. "Downtime Loss" and Rental Reimbursement Coverage

Item 4. Coverage Extensions, of Paragraph A. Coverage, under SECTION III. PHYSICAL DAMAGE COVERAGE, is amended to add:

"Downtime Loss" and Rental Reimbursement Coverage

We will pay any resulting "downtime loss" and rental reimbursement expenses you sustain as a result of a covered physical damage "loss" to a covered "auto" up to a combined maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide "downtime loss" and rental reimbursement beginning on the 6th day after:
 - (1) We have given you our agreement to pay for repairs to a covered "auto" and you have given the repair facility your authorization to make repairs; or
 - (2) Coverage for "downtime loss" and rental reimbursement expenses will end when any of the following occur:
 - (a) You have a spare or reserve "auto" available to you to continue our operations.
 - (b) You purchase a replacement "auto".
 - (c) Repairs to your covered "auto" have been completed by the repair facility and they determine the covered "auto" is road-worthy.
 - (d) You reach the 30 day maximum coverage.

I. "Personal Effects" Exclusion

Paragraph B. Exclusions under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:

"Personal Effects" Exclusion

We will not pay for "loss" to "personal effects" of any of the following:

- a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value.
- b. Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry; watches; precious or semi-precious stones.
- c. Paintings, statuary and other works of art.
- d. Contraband or property in the course of illegal transportation or trade.
- e. "Loss" caused by theft, unless there is evidence of forced entry into the covered "auto" and a police report is filed.

- (4) Security deposits not refunded by the lessor; and
- (5) Carry-over balances from previous loans or leases

J. Accidental Airbag Discharge Coverage

Item 3.a. of Paragraph B. Exclusions under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to read:

- a. Wear and tear, freezing, mechanical or electrical breakdown. The exclusion relating to mechanical break-down does not apply to the accidental discharge of an air bag.

K. Loan or Lease Gap Coverage

Paragraph C. Limit Of Insurance under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;

L. Aggregate Deductible

Paragraph D. Deductible under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add:

Regardless of the number of covered "autos" involved in the same "loss", only one deductible will apply to that "loss". If the deductible amounts vary by "autos", then only the highest applicable deductible will apply to that "loss".

M. Diminishing Deductible

Paragraph D. Deductible under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add:

Any deductible will be reduced by the percentage indicated below on the first "loss" reported during the corresponding policy period:

Loss Free Policy Periods With the Expansion Endorsement	Deductible Reduction on the first "loss"
1	0%
2	25%
3	50%
4	75%
5	100%

If we pay a Physical Damage "loss" during the policy period under any BUSINESS AUTO COVERAGE FORM you have with us, your deductible stated in the Declaration's page of each such COVERAGE FORM will not be reduced on any subsequent claims during the remainder of your policy period and your deductible reduction will revert back to 0% for each such COVERAGE FORM if coverage is renewed.

N. Knowledge of Loss and Notice To Us

Subsection a. of Item 2. Duties In the Event of Accident, Claim, Suit or Loss of Paragraph A. Loss Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to add:

However, prompt notice of the "accident", claim, "suit" or "loss" to us or our authorized representative only applies after the "accident", claim, "suit" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partner-ship;
- (3) An "executive officer" or director, if you are a corporation;
- (4) A manager or member, if you are a limited liability company;
- (5) Your insurance manager; or
- (6) Your legal representative

O. Waiver Of Subrogation For Auto Liability Losses Assumed Under Insured Contract

Item 5. Transfer Of Rights Of Recovery Against Others To Us of Paragraph A. Loss Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to read:

5. Transfer of Rights of Recovery Against Others To Us

If any person or organization to or for whom we make payments under this Coverage From has rights to recover damages from another, those right are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them. However, if the insured has waived those rights to recover through a written contract, we will waive any right to recovery we may have under this Coverage Form.

P. Insurance is Primary and Noncontributory

Subpart a. of Item 5. Other Insurance of Paragraph B. General Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to read:

- a. This Insurance is primary and noncontributory, as respects any other insurance.

Q. Other Insurance – Hired Auto Physical Damage

Subpart b. of Item 5. Other Insurance of Paragraph B. General Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to read:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - (1) Any covered "auto" you lease, hire, rent or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contact in that individual "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure To Disclose Hazards

Paragraph B. General Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to add:

9. Your failure to disclose all hazards existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided that such failure to disclose all hazards is not intentional. However, you must report such previously undisclosed hazards to us as soon as practicable after its discovery.

S. Additional Definition

SECTION V – DEFINITIONS is amended to add:

"Tractor" means a truck with a gross vehicle weight in excess of 45,000 pounds.

"Personal effects" means personal property owned by the "insured".

"Downtime loss" means actual loss of "business income" for the period of time that a covered "auto":

1. Is out of service for repair or replacement as a result of a covered physical damage "loss" and
2. Is in the custody of a repair facility if not a total "loss".

"Business Income" means:

1. Net income (Net profit or loss before income taxes that would have been earned or incurred; and
2. Continuing normal operating expenses incurred, including payroll.

In this endorsement, Headings and Titles are inserted solely for the convenience and ease of reference. They do not affect the coverage provided by this endorsement, nor do they constitute any part of the terms and conditions of this endorsement. All other policy wording not specifically changed, modified, or replaced by this endorsement wording remains in effect.

#

POLICY NUMBER: WPP105142505

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

Name of Person(s) or Organization(s): As required by contract or agreement
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

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

Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective

Policy No.

Endorsement No. WC000313

Insured

Premium \$

Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The insurance provided under this policy will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this policy. To the extent provisions of "underlying insurance" conflict with the provisions of this policy, the provisions of this policy will apply. However, the coverage provided under this policy will not be broader than that provided by the applicable "underlying insurance".

There may be more than one "underlying insurance" listed in the Declarations. When provisions in those policies conflict, and are not superseded by the provisions of this policy, the provisions, exclusions and limitations of the "underlying insurance" applicable to the particular "occurrence" or offense which results in a claim or "suit" will apply.

POLICY NUMBER:

COMMERCIAL LIABILITY UMBRELLA
CU 24 03 09 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Blanket as required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Policy No.:	Endorsement No.:
Insured:	Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Umbrella Liability Policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Primary and Non-Contributing Insurance (Third Party)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Section IV Conditions, item 5, Other Insurance and all sub-parts thereof, is deleted and replaced with the following as respects to the Additional Insured shown below:

Section IV – Conditions

5. Other Insurance

With respect to the Additional Insured shown below, the insurance provided by this policy is excess only over such coverage as is provided the Additional Insured by “underlying insurance” listed in the schedule of “underlying insurance” of this policy.

No other insurance available to the Additional Insured shall be primary to or contributory with this insurance. Rather, any such other insurance shall be co

This endorsement is effective at the inception of this policy unless otherwise noted above.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.