

## ENDORSEMENT

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

This endorsement, effective 12:01 A.M.,  
Forms a part of Policy No.:

### GENERAL LIABILITY BROADENING ENDORSEMENT NEW YORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured - Broad Form Vendors	Included
3.	Additional Insured - "Employee" and "Volunteer Worker" Broadened "Bodily Injury" Coverage	Included
4.	Aggregate Limit per "Location"	Included
5.	Alienated Premises	Included
6.	Aircraft - Nonowned Hired, Chartered or Loaned with Paid Crew	Included
7.	"Bodily Injury" Redefined	Included
8.	Broad Form "Property Damage" – Borrowed Equipment, Customers Goods & Use of Elevators	Included
9.	Limited Expected or Intended Coverage for "Property Damage"	Included
10.	Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
11.	Knowledge of -occurrence	Included
12.	Liberalization Clause	Included
13.	Medical Payments - Increased Limit	\$10,000
14.	Newly Acquired or Formed Organizations- Covered until end of policy period	Included
15.	Non-owned Watercraft	51 ft.
16.	"Property Damage" Legal Liability (Fire, Lighting, Explosion, Smoke or Leakage	\$500,000
17.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$300
18.	Unintentional Failure to Disclose Hazards	Included
19.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Form through new coverages, higher limits and/or broader coverage grants.

Except as modified in this endorsement, all other terms and conditions of the policy to which this endorsement is attached will apply.

**1. Additional Insured by Contract, Agreement or Permit**

**SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you agreed, in writing in a contract, agreement or permit to provide insurance, that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- a. "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- b. Premises you own, rent, lease or occupy; or
- c. Your maintenance, operation or use of equipment leased to you.

This insurance applies on a primary basis if that is required by the written contract, written agreement or permit.

This provision does not apply:

- d. Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage", "personal and advertising injury".
- e. To any person or organization included as an additional insured by an endorsement issued by us and made part of this Coverage Part.
- f. To any person or organization included as an insured under Paragraph 2. of this endorsement.
- g. To any lessor of equipment:
  - (1) After the equipment lease expires; or
  - (2) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the lessor.
- h. To any:
  - (1) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
  - (2) Managers or lessors of premises if:
    - (a) The "occurrence" takes place after

you cease to be a tenant in that premises; or

(b) The "bodily injury", "property damage", or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

- i. To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- j. To any person or organization excluded as an additional insured by an endorsement issued by us and made part of this Coverage Part.

Additional insured coverage will not be provided by this provision if an insured is otherwise excluded in this policy.

Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured. All other insuring agreements, exclusions, and conditions of this policy apply. In addition, 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.

The insurance provided to the additional insured only applies if permitted by law.

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.

The coverage provided by this Paragraph 1. of this endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**2. Additional Insured - Broad Form Vendors**

Under **Section II- WHO IS AN INSURED** the following is added:

Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the

vendor's business, subject to the following additional exclusions:

The insurance afforded the vendor does not apply to:

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

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

Additional insured coverage will not be provided by this provision if an insured is otherwise excluded in this policy.

Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured. All other insuring agreements, exclusions, and conditions of this policy apply.

In addition, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

The insurance provided to the vendor only applies if permitted by law.

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.

The coverage provided by this Paragraph 2. of this endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**3. Additional Insured - "Employee" and "Volunteer Worker" Broadened "Bodily Injury" Coverage**

Under **SECTION II - WHO IS AN INSURED**, Paragraph **2.a.(1)** is modified by adding the following to the end of the section:

Your "employees" and "volunteer workers" are insured for "bodily injury" that results from the providing of or failure to provide first aid by an "employee" or "volunteer worker", other than a licensed medical provider.

**4. Aggregate Limit Per "Location"**

a. Under **SECTION III - LIMITS OF INSURANCE**, the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

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

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**5. Alienated Premises**

Under **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph **2.Exclusions**, item **j.(2)** is replaced by the following:

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

**6. Aircraft - Nonowned Hired, Chartered or Loaned with Paid Crew**

Under **SECTION I - COVERAGES, COVERAGE**

**A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, Subparagraph g. is amended to add the following:

This exclusion does not apply to:

An aircraft you do not own that is hired, chartered or loaned with a paid crew.

This exception does not apply if the insured has any other insurance for "bodily injury" or "property damage" liability that would also be covered under this provision, whether the other insurance is primary excess, contingent or on any other basis. In that case, this provision does not provide any insurance.

**7. "Bodily Injury" Redefined**

Under **SECTION V- DEFINITIONS**, Paragraph 3.

"Bodily Injury" is replaced by the following:

"Bodily injury" means "bodily injury", sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death resulting from "bodily injury", sickness or disease.

**8. Broad Form "Property Damage" - Borrowed Equipment, Customers Goods, Use of Elevators**

a. Under **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, Paragraph j. is amended to include at the end thereof:

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

Paragraphs (3), (4) and (6) do not apply to the use of elevators at premises you own, rent, lease or occupy.

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

**9. Limited Expected or Intended Injury Coverage for "Property Damage"**

Under **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, Subparagraph a. is replaced by

the following:

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

**10. Incidental Malpractice - Employed Nurses, EMT's and Paramedics**

Under **SECTION II - WHO IS AN INSURED**, Paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

**11. Knowledge of "Occurrence"**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit**, the following is added:

Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, "executive officer" or an "employee" designated by you to give us such a notice.

**12. Liberalization Clause**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added:

**Liberalization Clause**

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

**13. Medical Payments – Increased Limits**

a. Under **SECTION I - COVERAGES, COVERAGE C - MEDICAL PAYMENTS**, Paragraph 1.a.(3)(b) is replaced by the following:

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

b. Under **SECTION III – LIMITS OF INSURANCE**, Paragraph 7. is replaced by the following:

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

a. \$10,000; or

b. The amount shown in the Declarations for Medical Expense

Limit is the most we will pay under **COVERAGE C** for all medical expenses because of "bodily injury" sustained by one person.

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

**14. Newly Acquired Or Formed Organizations**

Under **SECTION II - WHO IS AN INSURED**, Paragraph **3.a.** is replaced by the following:

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

**15. Non-Owned Watercraft**

Under **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph **2. Exclusions**, Paragraph **g.(2)** is replaced by the following:

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

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

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

**16. "Property Damage" Legal Liability (Fire, Lightning, Explosion, Smoke or Leakage from Fire Protective Systems Damage)**

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

- b. Under **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph **2. Exclusions**, the last paragraph (after the exclusions) is replaced in its entirety by the following:

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

**INSURANCE.** This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective systems or any combination of the five.

- c. Under **SECTION III - LIMITS OF INSURANCE**, Paragraph **6.** is replaced by the following:

**6.** Subject to Paragraph **5.** above, the most we will pay is the higher of:

- a. \$500,000; or
- b. The Fire, Lightning, Explosion, Smoke or Leakage from Fire Protective Systems Damage Limit shown in the Declarations is the most we will pay under **COVERAGE A** for damages because of "property damage" from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

- d. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **4. Other Insurance**, Subparagraph **b.(1)(a)(ii)** is replaced by the following:

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

- e. Under **SECTION V - DEFINITIONS**, Paragraph **9.** "Insured contract", Subparagraph **a.** is replaced by the following:

- 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, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

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

**17. Supplementary Payments Increased Limits**

Under **SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS- COVERAGES A AND B**, Paragraphs **1.b.** and **1.d.** are replaced by the following:

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

**1.d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**18. Unintentional Failure to Disclose Hazards**

Under **SECTION IV - COMMERCIAL**

**GENERAL LIABILITY CONDITIONS**, Paragraph **6. Representations**, the following is added:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

**19. Unintentional Failure to Notify**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit**, the following is added:

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

All other terms and conditions of the policy remain the same.

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Authorized Representative