

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

COMMERCIAL GENERAL LIABILITY BROADENED COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, subsection **2. Exclusions**, paragraph **a.** is replaced by:

a. 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" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, subsection **2. Exclusions**, paragraph **g. (2)** is replaced by:

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

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

C. SECTION I - COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, subsection **2. Exclusions**, paragraphs **b.** and **c.** are replaced by:

b. Material Published With Knowledge of Falsity

"Personal and advertising injury" arising out of publication of material, including, but not limited to, oral, written, televised, videotaped or electronically transmitted publication of material, if done at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of publication of material, including, but not limited to, oral, written, televised, videotaped or electronically transmitted publication of material, whose first publication took place before the beginning of the policy period.

D. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, paragraphs **1.b.** and **1.d.** are replaced by:

- b.** Up to \$1,000 for the 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.

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- 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 \$500 [A1] a day because of time off from work.

E. SECTION II - WHO IS AN INSURED, paragraph 3.a. is replaced by:

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

F. The following are added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

- e. Knowledge of the "occurrence," offense, claim or "suit" by the agent, servant, or "employee" of an insured shall not in itself constitute your knowledge unless one of your officers, manager or partners has received notice of the "occurrence," offense, claim or "suit."
- f. Failure by the agent, servant or "employee" of an insured (other than an officer, manager or partner) to notify us of an "occurrence" shall not constitute a failure to comply with paragraphs a. and b. of this condition.

G. The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

Unintentional Error or Omission

Any unintentional error or omission in the description of or failure to completely describe, any premises or operations intended to be covered by this Coverage Part will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

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

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Automatic

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

I. With respect to this endorsement, SECTION V - DEFINITIONS, paragraphs 3. and 14. are replaced by:

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright, humiliation, emotional distress or death resulting from bodily injury, sickness or disease.
- 14. "Personal and advertising injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution or abuse of process;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Any publication of material including, but not limited to oral, written, televised, videotaped or electronically transmitted publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

- e. Any publication of material, including but not limited to oral, written, televised, videotaped or electronically transmitted publication of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

J. Broadened Coverage—Damage to Premises Rented to You

1. The word **fire** is replaced with the phrase **fire or explosion** where it appears in:
 - a. **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, subsection **2. Exclusions**, paragraph **j. Damage to Property**;
 - b. **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, subsection **2. Exclusions**, last paragraph;
 - c. **SECTION III - LIMITS OF INSURANCE**, subsection **6.**; and
 - d. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection **4. Other Insurance**, paragraph **b.(1)(a)(ii)**.
2. The Limit of Insurance applicable to Damage to Premises Rented to You is \$300,000 unless a higher limit is specified on the Commercial General Liability Coverage Part Supplemental Declarations.

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

Authorized Representative