

## AGREEMENT BIBLIOGRAPHY

Agreement With:	Spillman Technologies, Inc.
Agreement Type:	Public safety software and related components
Date Approved:	10 10 2014
Start Date:	10 10 2014
End Date:	Until terminated
Contract Amount:	\$154,644
Comments:	Addendum – Police Department
Insurance Expiration:	10 18 2015
Date Archived:	



**CITY OF GARDEN GROVE**  
**OFFICE OF THE CITY CLERK**

*Safeguard all official records of the City.  
Conduct municipal elections and oversee legislative administration.  
Provide reliable, accurate, and timely information to the  
City Council, staff, and the general public.*

Bruce A. Broadwater  
Mayor

Dina Nguyen  
Mayor Pro Tem

Steven R. Jones  
Council Member

Christopher V. Phan  
Council Member

Kris Beard  
Council Member

November 12, 2014

Spillman Technologies, Inc.  
4625 West Lake Park Boulevard  
Salt Lake City, Utah 84120

Attention: Jeff Andrus, Regional Sales Manager

Enclosed is the original Purchase Addendum between the City of Garden Grove and Spillman Technologies, Inc.

Sincerely,

Kathleen Bailor, CMC  
City Clerk

By: Teresa Pomeroy, CMC  
Deputy City Clerk

Enclosure

c: Finance Department  
Finance Department/Purchasing  
Police Department  
Information Technology



## Garden Grove Police Department Purchase Addendum

Date: October 10, 2014      Prepared By: Jeff Andrus

This document is a Purchase Addendum to the originally signed Purchase and License Agreement (The Agreement) executed on 8/12/14 and will be subject to all terms and conditions of The Agreement. A revision to Exhibit B: Purchased Products and Services (signed 9/18/14) includes the addition of one year of Annual Maintenance, and a notation of Use Tax that will be remitted for Garden Grove to the State of California by Spillman. This addendum does not change the original total of The Agreement.

### Contract Changes:

- Included one year of Prepaid Maintenance.

Prepaid Services	Quantity	Price
Users Conference Attendees	0	2,000
Prepaid Training Weeks	1	1,200
Years of Prepaid Maintenance	1	0
Prepaid Services Total:		\$3,200

- Changed "2<sup>nd</sup>" Year Maintenance (estimated) to say "3<sup>rd</sup>" Year Maintenance (estimated)

3 <sup>rd</sup> Year Maintenance (estimated)	Price	
3 <sup>rd</sup> Year Maintenance Total:		\$154,644

- NOTE: \$7,293 of Use Tax will be remitted on behalf of Garden Grove to the State of California by Spillman.

Garden Grove Police Department:

Spillman Technologies, Inc.:

KEVIN J. RANEY CHIEF OF POLICE
Joe Lunt

Print Name/Title

Print Name/Title

Kevin J Raney  
Signature

[Signature]  
Signature

10-27-14

11-3-14

APPROVED AS TO FORM.

Date

Date

Thomas F Nixon  
THOMAS F NIXON  
City Attorney  
City of Garden Grove

ATTEST: Kathleen Bailor  
KATHLEEN BAILOR, CMC  
City Clerk  
City of Garden Grove  
DATE: 11/12/2014



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/4/2014

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 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> Diversified Insurance Group 136 E. South Temple Street Suite 2300 Salt Lake City UT 84111	<b>CONTACT NAME:</b> Sandi Roundy <b>PHONE (A/C, No, Ext):</b> (801) 325-5000 <b>FAX (A/C, No):</b> (801) 532-2804 <b>E-MAIL ADDRESS:</b> sroundy@diversifiedinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> Spillman Technologies, Inc. 4625 West Lake Park Blvd. Salt Lake City UT 84120	<b>INSURER A:</b> Travelers Indemnity of America      25666 <i>Att, XY</i>	
	<b>INSURER C:</b> Travelers Property Casualty Co      25674 <i>Att, XY</i>	
	<b>INSURER D:</b> Illinois Union Insurance Co <i>Att, XV</i>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** All Lines      **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b>			6300541P35AIND14	10/18/2014	10/18/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		<input checked="" type="checkbox"/>				MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b>			BA0541P35ATEC	10/18/2014	10/18/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/>				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							PIP-Basic \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			HSMCUP0541P35ATIL14	10/18/2014	10/18/2015	EACH OCCURRENCE \$ 9,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 9,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			G23690706 001	10/18/2014	10/18/2015	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/>				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
D	<b>Error and Omission Liab.</b>			G23690706 001	10/18/2014	10/18/2015	Each Wrongful Act Limit \$5,000,000
	Ded. Per Claim \$50,000						Aggregate Limit \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Texas Department of Information Resources is an additional insured on the general liability as required by written contract for operations of the named insured.

Reviewed and approved as to insurance language and/or requirements.  
*Sandra Legaux*  
Risk Management

**CERTIFICATE HOLDER**      **CANCELLATION**

Department of Insurance Resources 300 West 15th Ste. 1300 Austin, TX 78701	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  John Campos/SR <i>John Campos</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/31/2014

**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 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>  WORKERS COMPENSATION FUND PO BOX 2227 SANDY UT 84091-2227	CONTACT ROBYN PENIX NAME	
	PHONE 385-331-8060 (A/C No. Exd):	FAX (A/C No.):
E-MAIL RPENIX@WCF.COM		ADDRESS
PRODUCER CUSTOMER ID #		INSURER(S) AFFORDING COVERAGE
NAIC #		INSURER A: WORKERS COMPENSATION FUND <i>A, X</i>
INSURER B:		INSURER C:
INSURER D:		INSURER E:
INSURER F:		INSURER G:

**COVERAGES CERTIFICATE NUMBER: 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	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			Reviewed and approved as to insurance language and/or requirements. <i>Sandra Legava</i> Risk Management			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (each occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			Risk Management Reviewed and approved as to insurance language and/or requirements.			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b> ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? UTAH Y/N <input checked="" type="checkbox"/> Y	N/A		1522776	10/01/2014	10/01/2015	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EACH EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000

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

Proof of workers compensation insurance

### CANCELLATION

CITY OF GARDEN GROVE 11222 ACACIA PARKWAY GARDENT GROVE CA 92840	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 <i>Robyn Penix</i>
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POLICY NUMBER: H-630-0541P35A-IND-14 ✓

EFFECTIVE DATE: 10-18-14

ISSUE DATE: 10-20-14

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL TO 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 18 05 11	COMMON POLICY CONDITIONS-DELUXE
IL TO 30 12 90	NON-STANDARD PAYMENT SCHEDULE
IL TO 03 04 96	LOCATION SCHEDULE

DELUXE PROPERTY

DX TO 00 11 12	DELUXE PROP COV PART DECLARATIONS
DX 00 04 11 12	TABLE OF CONTENTS - DELUXE PROP COV PART
DX T1 00 11 12	DELUXE PROPERTY COVERAGE FORM
DX T1 01 11 12	DELUXE BI (AND EE) COVERAGE FORM
DX T4 15 11 12	CRIME ADDITIONAL COVERAGE
DX T4 16 11 12	TECH INDUSTRY DD AND COL EXTENSION
DX T4 17 11 12	TECH INDUSTRY BI AND EE EXTENSIONS
DX T4 31 02 09	ELEC VANDL ADD AGG LIMIT SPECIFIC ATTACK
DX T3 01 11 12	CAUSES OF LOSS-EARTHQUAKE
DX T3 79 11 12	LOSS PAYABLE PROVISIONS
DX T4 02 01 08	TERRORISM RISK INS ACT 2002 DISCLOSURE
DX T3 45 11 13	UTAH CHANGES
DX T3 98 04 02	ELECTRONIC VANDALISM LIMITATION ENDT

COMMERCIAL GENERAL LIABILITY

CG TO 01 11 03	COML GENERAL LIABILITY COV PART DEC
CG TO 07 09 87	DECLARATIONS PREMIUM SCHEDULE
CG TO 08 11 03	KEY TO DECLARATIONS PREMIUM SCHEDULE
CG TO 34 11 03	TABLE OF CONTENTS
CG 00 01 10 01	COMMERCIAL GENERAL LIABILITY COV FORM
CG D2 55 11 03	AMENDMENT OF COVERAGE - POLLUTION
CG D4 20 07 08	AMEND OTHER INS COND MEAN OTHER INS/INSR
CG D4 22 07 08	AMEND SUPPL PAY TAX COSTS & APPEAL BONDS
CG D4 25 07 08	OTHER INS-ADDL-INS-PRIMARY & NONCONTRIB
CG D4 26 07 08	OTHER INS-DESIG ADDL INS-PRIMARY & NONCO
CG D4 36 07 08	AMEND COV B - PERS & ADV INJ LIAB - TECH
CG 21 70 01 08	CAP ON LOSSES-CERTIFIED ACTS-TERRORISM
CG 24 04 10 93	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
CG D2 03 12 97	AMEND-NON CUMULATION OF EACH OCC
CG D4 13 04 08	AMENDMENT OF COVERAGE-COOLING-POLLUTION
CG D4 17 01 12	TECHNOLOGY XTEND ENDORSEMENT
CG D2 88 11 03	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG D3 26 10 11	EXCLUSION - UNSOLICITED COMMUNICATION
CG D3 56 05 14	MOBILE EQUIP REDEFINED-EXCL OF VEHICLES
CG D4 21 07 08	AMEND CONTRAC LIAB EXCL-EXC TO NAMED INS

*Handwritten signature and date: 11/5/14*



POLICY NUMBER: H-630-0541P35A-IND-14

EFFECTIVE DATE: 10-18-14

ISSUE DATE: 10-20-14

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG D6 18 10 11 EXCL-VIOLATION OF CONSUMER FIN PROT LAWS  
CG D1 42 01 99 EXCLUSION-DISCRIMINATION  
CG D2 42 01 02 EXCLUSION WAR  
CG T4 78 02 90 EXCLUSION-ASBESTOS

EMPLOYEE BENEFITS LIABILITY

CG TO 09 09 93 EMPLOYEE BENEFITS LIAB COV PART DEC  
CG TO 43 11 88 EMPLOYEE BENEFITS LIAB TABLE OF CONTENTS  
CG T1 01 07 86 EMPLOYEE BENEFITS LIABILITY COV FORM  
CG T5 30 06 89 AMENDMENT-EBL  
CG D0 38 03 95 EXCLUSION-IRC VIOLATIONS  
CG T4 85 11 88 ADDITIONAL EXCLUSION-EBL  
CG T9 91 10 87 UT-AMENDATORY ENDORSEMENT - EBL

MULTIPLE SUBLINE ENDORSEMENTS

C = COMMERCIAL GENERAL LIABILITY  
E = EMPLOYEE BENEFITS LIABILITY  
L = LIQUOR LIABILITY

CG D4 09 04 08 AMENDMENT OF BODILY INJURY DEFINITION  
CG D4 19 07 08 AMENDMENT OF PROPERTY DAMAGE DEFINITION  
CG 01 86 12 04 UTAH CHANGES (C, E, L)

INTERLINE ENDORSEMENTS

IL T3 68 05 10 FEDERAL TERRORISM RISK INS ACT DISCLOSE  
IL T3 76 10 10 CAP ON LOSSES CERTIFIED ACT OF TERRORISM  
IL T3 79 01 08 CAPS ON LOSSES FROM CERT ACTS OF TERROR  
IL 00 21 09 08 NUCLEAR ENERGY LIAB EXCL END-BROAD FORM  
IL T9 46 09 08 UT CHANGES-CANCELLATION & NONRENEWAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TECHNOLOGY XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Reasonable Force Property Damage – Exception To Expected Or Intended Injury Exclusion
- B. Non-Owned Watercraft Less Than 75 Feet
- C. Aircraft Chartered With Pilot
- D. Damage To Premises Rented To You
- E. Increased Supplementary Payments
- F. Who Is An Insured – Employees And Volunteer Workers – First Aid
- G. Who Is An Insured – Employees – Supervisory Positions
- H. Who Is An Insured – Newly Acquired Or Formed Organizations
- I. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises
- J. Blanket Additional Insured – Lessors Of Leased Equipment
- K. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement
- L. Blanket Additional Insured – Broad Form Vendors
- M. Who Is An Insured – Unnamed Subsidiaries
- N. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures
- O. Medical Payments – Increased Limits
- P. Contractual Liability – Railroads
- Q. Knowledge And Notice Of Occurrence Or Offense
- R. Unintentional Omission
- S. Blanket Waiver Of Subrogation

### PROVISIONS

#### A. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2., of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- a. **Expected Or Intended Injury Or Damage**  
"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 any person or property.

#### B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- (2) A watercraft you do not own that is:
  - (a) Less than 75 feet long; and
  - (b) Not being used to carry any person or property for a charge.

#### C. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of SECTION



## COMMERCIAL GENERAL LIABILITY

### I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

### D. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:
6. Subject to 5. above, the **Damage To Premises Rented To You Limit** is the most we will pay under Coverage A for damages because of "premises damage" to any one premises.

The **Damage To Premises Rented To You Limit** will be:

- a. The amount shown for the **Damage To Premises Rented To You Limit** on the **Declarations** of this Coverage Part; or
- b. \$300,000 if no amount is shown for the **Damage To Premises Rented To You Limit** on the **Declarations** of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- 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 "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

### E. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- 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.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- 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 a day because of time off from work.

**F. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – FIRST AID**

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

**G. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS**

- The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of

your "employees" who hold a supervisory position.

**H. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED** of the Commercial General Liability Coverage Form, and Paragraph 3. of **SECTION II – WHO IS AN INSURED** of the Global Companion Commercial General Liability Coverage Form, to the extent such coverage forms are part of your policy:

Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

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

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

**I. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES**

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

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:



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- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

**J. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT**

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

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

**K. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

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

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

**L. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS**

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

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
  - (1) Any express warranty not authorized by you;
  - (2) Any change in "your products" made by such vendor;
  - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
  - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
  - (6) "Your products" which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Reviewed and approved as to insurance language and/or requirements.  
 Parker Pearce  
 Risk Management  
 11/5/14

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

**M. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

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

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

**N. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES**

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

**O. MEDICAL PAYMENTS – INCREASED LIMITS**

The following replaces Paragraph 7. of SECTION III – LIMITS OF INSURANCE:

- 7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

(a) \$10,000; or

- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

**P. CONTRACTUAL LIABILITY – RAILROADS**

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:

c. Any easement or license agreement;

- 2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

**Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;



## COMMERCIAL GENERAL LIABILITY

- (iii) A trustee of any trust; or
  - (iv) An executive officer or director of any other organization;  
that is your partner, joint venture member, manager or trustee; or
  - (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its

abrupt commencement, this Paragraph e. does not affect that requirement.

### R. UNINTENTIONAL OMISSION

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

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### S. BLANKET 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:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER INSURANCE – ADDITIONAL INSURED –  
PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO  
CERTAIN OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following is added to Paragraph 4. a., Primary Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.

Reviewed and approved as to insurance language  
and/or requirements.

  
Risk Management

11/5/14



POLICY NUMBER: BA-0541P35A-14-TEC

EFFECTIVE DATE: 10-18-14

ISSUE DATE: 10-26-14

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL TO 02 11 89 COMMON POLICY DECLARATIONS  
IL T8 01 10 93 FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS  
IL TO 01 01 07 COMMON POLICY CONDITIONS  
IL TO 30 12 90 NON-STANDARD PAYMENT SCHEDULE

COMMERCIAL AUTOMOBILE

CA TO 01 02 07 BUSINESS AUTO COV PART ITEMS 1, 2  
CA TO 02 11 06 BUSINESS AUTO COV PART DEC- ITEM 3  
CA TO 03 03 10 BUS AUTO COV PART DECLARATIONS-4&5  
CA T4 87 10 13 TERMINOLOGY CHANGES  
CA TO 30 11 06 BUSINESS AUTO/TRUCK COV PART-SUPPL SCHD  
CA TO 31 03 10 TABLE OF CONTENTS-BUSINESS AUTO COV FORM  
CA 00 01 03 10 BUSINESS AUTO COVERAGE FORM  
CA T4 42 04 09 ADDL INSD-PRIMARY & NON-CONTRIBUTORY  
CA T4 59 03 10 AMENDMENT OF EMPLOYEE DEFINITION  
CA 01 59 03 10 UTAH CHANGES  
CA 04 44 03 10 WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
CA 20 01 03 06 ADDITIONAL INSURED-LESSOR  
CA 21 62 11 13 UTAH UNINSURED MOTORIST COVERAGE  
CA 22 44 03 06 UTAH PERSONAL INJURY PROTECTION  
CA 31 06 11 13 UTAH UNDERINSURED MOTORISTS COVERAGE  
CA T3 53 03 10 BUSINESS AUTO EXTENSION ENDORSEMENT  
CA T3 04 01 87 AMENDED TITLE-AUTO COVERAGE PARTS  
CA T8 04 CA 2001 LESSOR ADD INS & LOSS PAYEE  
CA T8 05 CA 04 44 - WAIVER OF SUBROGATION  
CA T8 34 CA T4 42 - ADDITIONAL INSURED - PRIMARY  
CA T8 35 CA T4 42 - PRIMARY AI & NON-CONTRIBUTORY

INTERLINE ENDORSEMENTS

IL 00 21 09 08 NUCLEAR ENERGY LIAB EXCL END-BROAD FORM  
IL 02 66 09 08 UT CHANGES-CANCELLATION & NONRENEWAL



11/5/14





## COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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 contract 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".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – LIABILITY COVERAGE**:

(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.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE - GLASS**

The following is added to Paragraph D., **Deductible**, of SECTION III - PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of SECTION III - PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of SECTION III - PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL EFFECTS**

The following is added to Paragraph A.4., **Coverage Extensions**, of SECTION III - PHYSICAL DAMAGE COVERAGE:

**Personal Effects**

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of SECTION IV - BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".



COMMERCIAL AUTO

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.