

## **CONTRACT AMENDMENT B**

This CONTRACT AMENDMENT is made and entered into between SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION, through Kitsap County, as its administrative entity, a political subdivision of the State of Washington, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "SBHASO", and Peninsula Behavioral Health, hereinafter "CONTRACTOR."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-360-22, and executed on August 8, 2022, amended on July 23, 2023, shall be amended as follows:

1. **Page 1: Contract Term** is amended as follows: July 1, 2022 – June 30, 2025
2. **Page 1: Amount** is amended as follows:  
Increased by \$485,000 from \$762,418 to \$1,247,418.
3. **Attachment C: Budget** is deleted entirely and replaced as attached.
4. If this Contract Amendment extends the expiration date of the Contract, then the Contractor shall provide an updated certificate of insurance evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contractor shall submit the certificate of insurance to:  
  
Program Lead, Salish Behavioral Health Administrative Services Organization  
Kitsap County Department of Human Services  
614 Division Street, MS-23  
Port Orchard, WA 98366  
  
Upon receipt, the Human Services Department will ensure the submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.
5. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This amendment shall be effective July 1, 2024.

Dated this 25 day of November, 2024.

SALISH BEHAVIORAL HEALTH  
ADMINISTRATIVE SERVICES  
ORGANIZATION, By  
KITSAP COUNTY BOARD OF  
COMMISSIONERS, Its Administrative  
Entity

Katherine T. Walters

KATHERINE T. WALTERS, Chair

Christine Rolfes

CHRISTINE ROLFES, Commissioner

Charlotte Garrido

CHARLOTTE GARRIDO, Commissioner

DATE

11/25/24

ATTEST.

Dana Daniels

Dana Daniels, Clerk of the Board

CONTRACTOR:

Peninsula Behavioral Health

Wendy Sisk

Name: Wendy Sisk

Title: Chief Executive Officer

I attest that I have the authority to sign  
this contract on behalf of Peninsula  
Behavioral Health.

DATE

10/22/2024

Budget Summary			
Contractor: Peninsula Behavioral Health			
Contract No:		KC-360-22-B	
Contract Period:		7/1/2022 - 6/30/2025	
Expenditure	Previous	Changes this Contract	Current
Period 1: 7/1/22 -06/30/23			
R.E.A.L. Program (GFS)	381,209.00	0.00	381,209.00
Period 1 Budget Total	381,209.00	0.00	381,209.00
Period 2: 7/1/23 -06/30/24	Previous	Changes this Contract	Current
R.E.A.L. Program (GFS)	381,209.00	0.00	381,209.00
Period 2 Budget Total	381,209.00	0.00	381,209.00
Period 3: 7/1/24 -06/30/25	Previous	Changes this Contract	Current
R.E.A.L. Program (GFS)	0.00	435,000.00	435,000.00
Additional vehicle purchase	0.00	50,000.00	50,000.00
Period 3 Budget Total	0.00	485,000.00	485,000.00
Contract Total	762,418.00	485,000.00	1,247,418.00

Administration Fund limit: 10%



PENIBEH-01

DDRAPER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/13/2024

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

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

PRODUCER Yakima Office Marsh McLennan Agency LLC 1202 North 16th Avenue, #200 Yakima, WA 98902	CONTACT NAME: PHONE (A/C, No, Ext): (509) 248-7460 FAX (A/C, No): (866) 207-2618 E-MAIL ADDRESS:
INSURED  Peninsula Behavioral Health 118 East 8th Street Port Angeles, WA 98362	INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Insurance Company 10677 INSURER B : Scottsdale Insurance Company 41297 INSURER C : INSURER D : INSURER E : INSURER F :

## 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	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:	X	ETD 0685265	5/13/2024	5/13/2025	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	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 <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab		OPS1586573	5/13/2024	5/13/2025	Per Claim 1,000,000
B	Professional Liab		OPS1586573	5/13/2024	5/13/2025	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
General Liability Additional Insured per attached Social Services Commercial General Liability Broadened Endorsement - Form GA 262 09-20

## CERTIFICATE HOLDER

## CANCELLATION

Kitsap County  
614 Division Street, MS-23  
Port Orchard, WA 98366-4676

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





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SOCIAL SERVICES COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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#### B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

##### 1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000  
Aggregate Limit: \$3,000,000  
Deductible Amount: \$ 1,000

##### 3. Damage To Premises Rented To You

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Services Office, Inc., with its permission.

- a. The lesser of:
  - (1) The Each Occurrence Limit shown in the Declarations; or
  - (2) \$1,000,000
- b. \$30,000 aggregate sublimit for damage caused by your "client"

**4. Supplementary Payments**

- a. Bail Bonds: \$5,000
- b. Loss Of Earnings: \$1,000

**9. Property Damage To Borrowed Equipment**

Each Occurrence Limit: \$10,000  
Deductible Amount: \$ 250

**17. Replacement Of Customers Keys Or Locks**

Each Occurrence Limit: \$25,000  
Deductible Amount: \$ 250

**18. Limited Employee Criminal Defense Expense Coverage**

Each Criminal Proceedings Limit: \$10,000  
Aggregate Limit: \$50,000

**19. Limited Assault Expense Coverage**

Each Person Limit: \$10,000  
Aggregate Limit: \$25,000

**20. Limited Rental Lease Agreement Contractual Liability Coverage**

Each Occurrence Limit: \$100,000

**23. Voluntary Property Damage Coverage**

Each Occurrence Limit: \$1,000  
Aggregate Limit: \$5,000  
Deductible Amount: \$ 250

**C. Coverages**

**1. Employee Benefit Liability Coverage**

- a. The following is added to **Section I - Coverages**:

**EMPLOYEE BENEFIT LIABILITY  
COVERAGE**

**(1) Insuring Agreement**

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an

act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in C. Coverages, 1. Employee Benefit Liability Coverage, c. Limits Of Insurance of this endorsement; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- (b) This insurance applies to damages only if the act, error or omission is negligent-

ly committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or
- 2) Occurred prior to the "first effective date" of this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under C. Coverages, 1. Employee Benefit Liability Coverage, b. Who Is An Insured, (1) of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

## **(2) Exclusions**

This insurance does not apply to:

- (a) **Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

- (b) **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

- (c) **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

- (d) **Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

- (e) **Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

- (f) **Workers' Compensation And Similar Laws**

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

- (g) **ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security

Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

**(h) Available Benefits**

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

**(i) Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

**(j) Employment-Related Practices**

Any liability arising out of any:

- 1) Refusal to employ;
- 2) Termination of employment;
- 3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- 4) Consequential liability as a result of 1), 2) or 3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

**(3) Supplementary Payments**

Section I - Supplementary Payments - Coverages A and B also apply to this Coverage, however 1.b. and 2. of the Supplementary Payments provision do not apply.

**b. Who Is An Insured**

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

**(1) If you are designated in the Declarations as:**

- (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. 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.
- (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**(2) Each of the following is also an insured:**

- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program";
- (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or
- (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and du-

ties under this Coverage Part.

- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

**c. Limits Of Insurance**

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section B, Limits Of Insurance, 1. Employee Benefit Liability Coverage of this endorsement and the rules below fix the most we will pay regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought;
- (c) Persons or organizations making claims or bringing "suits";
- (d) Acts, errors or omissions; or
- (e) Benefits included in your "employee benefit program".

- (2) The Aggregate Limit shown in Section B, Limits Of Insurance, 1. Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section B, Limits Of Insurance, 1. Employee Ben-

efit Liability Coverage of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

**(4) Deductible Amount**

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section B, Limits Of Insurance, 1. Employee Benefit Liability Coverage of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

- (b) The Deductible Amount shown in Section B, Limits Of Insurance, 1. Employee Benefit Liability Coverage of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

- (c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and



- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

- (d) 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 we have paid.

#### d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is deleted in its entirety and replaced by the following:

#### 2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 4. Other Insurance is replaced by the following:

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when c. below applies. If this in-

insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **b.** below.

**b. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**c. No Coverage**

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Employee Benefit Liability Coverage.

**e. Additional Definitions**

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
  - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
  - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock

subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured

submits with our consent; or

c. An appeal of a civil proceeding.

## 2. Unintentional Failure To Disclose Hazards

**Section IV - Commercial General Liability Conditions, 6. Representations** is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

## 3. Damage To Premises Rented To You

a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions c, through n, do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in **Section III - Limits Of Insurance**.

b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, other than i. War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

(i) Assumed in any contract or agreement; or

(ii) Caused by or resulting from any of the following:

1) Wear and tear;

- 2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
  - 3) Smog;
  - 4) Mechanical breakdown including rupture or bursting caused by centrifugal force;
  - 5) Settling, cracking, shrinking or expansion;
  - 6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or
  - 7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- (b) "Property damage" caused directly or indirectly by any of the following:
- (i) Earthquake, volcanic eruption, landslide or any other earth movement;
  - (ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
  - (iii) Water under the ground surface pressing on, or flowing or seeping through:
    - 1) Foundations, walls, floors or paved surfaces;
    - 2) Basements, whether paved or not; or
    - 3) Doors, windows or other openings.
- (c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:
- (i) You did your best to maintain heat in the building or structure; or
  - (ii) You drained the equipment and shut off the water supply if the heat was not maintained.
- (d) "Property damage" to:
- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
  - (ii) The interior of any building or structure, or to personal property in the building or structure caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.
- c. Limit Of Insurance**
- With respect to the insurance afforded in Paragraphs 3.a. and 3.b. above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:
- (1) Paragraph 6. of Section III - Limits Of Insurance is replaced by the following:
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:
    - a. While rented to you, or temporarily occupied by you with permission of the owner;
    - b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
    - c. In the case of damage by water, while rented to and occupied by you.
- (2) The most we will pay is limited as described in Section B. Limits Of Insurance, 3. Damage To Premises Rented To You of this endorsement.

#### 4. Supplementary Payments

Under Section I - Supplementary Payments - Coverages A and B:

- a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B. Limits Of Insurance, 4.a.** Bail Bonds of this endorsement 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.

- b. Paragraph **1.d.** is replaced by the following:

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 the limit shown in Section **B. Limits Of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

#### **5. Medical Payments**

**Section I - Coverage C - Medical Payments, 2. Exclusions, a. Any Insured** is replaced by the following:

**a. Any Insured**

To any insured, except:

- (1) A "volunteer worker"; or
- (2) A student in training, medical director or administrator who is providing services on your behalf.

#### **6. 180 Day Coverage For Newly Formed Or Acquired Organizations**

**Section II - Who Is An Insured** is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

- a. 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;

#### **7. Waiver Of Subrogation**

**Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agree-

ment, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

#### **8. Automatic Additional Insured - Specified Relationships**

- a. The following is added to **Section II - Who Is An Insured:**

- (1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization or, only with respect to Paragraph **8.a.(2)(i)** of this endorsement, an oral agreement or contract.

- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

**(a) Managers Or Lessors Of Premises**

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (i) Any "occurrence" which takes place after you cease to be a tenant in that premises;
- (ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**(b) Lessor Of Leased Equipment**

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph 8.a.(1) of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**(c) Vendors**

Any person or organization (referred to below as vendor) you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to liability for "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:

(i) The insurance afforded the vendor does not apply to:

- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of

the contract or agreement;

- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when 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;
- 5) Any failure to make such inspections, 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 distribution or sale of the products;
- 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7) 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 for the vendor; or
- 8) "Bodily injury" or "property damage" arising out of the sole negligence of



the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- a) The exceptions contained in Paragraphs **(c)(i)4** or **6** of this endorsement; or
  - b) Such inspections, 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 distribution or sale of the products.
- (ii) This insurance does not apply to any insured person or organization:
- 1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or
  - 2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.
- (d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations**

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only:

- (i) With respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
    - 1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
    - 2) The construction, erection or removal of elevators; or
    - 3) The ownership, maintenance or use of any elevators covered by this insurance.
  - (ii) With respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision issued, in writing, a contract, agreement, permit or authorization.
- However, with regard to **(d)(ii)** above, this insurance does not apply to:
- 1) "Bodily injury", "property damage"

or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

- 2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**(e) Mortgagee, Assignee Or Receiver**

Any person or organization you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**(f) Grantor Of Franchise**

Any person or organization you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to their liability as the grantor of a franchise to you.

**(g) Owners, Lessees Or Contractors**

Any person or organization you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- i) Your acts or omissions; or
- ii) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the

additional insured when required by a written contract.

With respect to the insurance afforded to these additional insureds, the following exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1) 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
- 2) 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.

**(h) Controlling Interest**

Any person or organization you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to their liability arising out of:

- (i) Their financial control of you; or
- (ii) Premises they own maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**(i) Benefactors Or Grantors**

Any person or organization you are required per Para-

graph 8.a.(1) above to provide insurance, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (i) Their providing financing or funding to you; or
- (ii) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- (3) The insurance afforded to additional insureds described in Paragraph 8.a.(1) of this endorsement:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

- b. With respect to the insurance afforded to the additional insureds described in Paragraph 8.a.(1) of this endorsement, 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 written contract, written agreement, written permit or written authorization described in Paragraph 8.a.(1) of this endorsement. For the purpose of determining the required

amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

- (2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

#### **Automatic Additional Insured Provision**

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph 8.a.(1).

- d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition 4. Other Insurance is amended to include:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph 8.a.(1) of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in 8.a.(2) of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

#### **9. Property Damage To Borrowed Equipment**

- a. The following is added to Exclusion 2.j. Damage To Property under Section I - Coverage A - Bodily Injury And Property Damage Liability:

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

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

**(2) Deductible Clause**

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment of this endorsement. The limits of insurance will not be reduced by the application of such Deductible Amount.
- (b) Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

- (c) 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.

**10. Employees As Insureds - Specified Health Care Services**

Paragraph 2.a.(1)(d) under Section II - Who Is An Insured does not apply to:

Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

**11. Broadened Notice Of Occurrence**

Paragraph a. of Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

**12. Nonowned Aircraft**

The following is added to Exclusion 2.g. Aircraft, Auto Or Watercraft under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This exclusion does not apply to an aircraft you do not own, provided:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United

States of America or Canada, designating that person as a commercial or airline transport pilot;

- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

### 13. Bodily Injury Redefined

**Section V - Definitions, 3. "Bodily injury"** is replaced by the following:

- 3. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

### 14. Expected Or Intended Injury Redefined

The last sentence of Exclusion 2.a. **Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

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

### 15. Former Employees As Insureds

The following is added to Paragraph 2. under **Section II - Who Is An Insured**:

- 2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

### 16. Broadened Who Is An Insured

- a. **Section II - Who Is An Insured, Paragraph 2.** is amended to include:

- 2. Each of the following is also an insured:

- a. Your officials, trustees, board members, insurance managers, medical directors and administrators while acting within the scope of their duties as such.
- b. Your students in training and "not for profit members", but only with respects to their liability for duties or

activities they perform on your behalf.

- c. Your "independent contractor" but only with respects to their liability for services provided to your "client".

- b. **Section IV - Commercial General Liability Conditions, 4. Other Insurance** is replaced by the following:

#### 4. Other Insurance

This insurance is excess over any other valid and collectible insurance, including deductible, or agreement of indemnity available to the "independent contractor", whether primary, excess, contingent or on any other basis. Other valid and collectible insurance includes; but is not limited to, policies or insurance programs purchased or established by or on behalf of the "independent contractor" to insure against liability arising from activities of the "independent contractor", whether primary, excess, contingent, or on any other basis.

- c. **Section V - Definitions** is amended to include:

- 1. "Independent contractor" means a social service professional who you do not classify as an "employee", and to whom you refer "clients" or who provide services to your "clients" on your behalf. An "independent contractor" does not include those performing construction, weatherization, maintenance and related services.

- 2. "Not for profit members" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

### 17. Replacement Of Customers Keys Or Locks

**Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property, (4)** is replaced by the following:

- (4) Personal property in the care, custody, or control of an insured.

However, this exclusion does not apply to the replacement of keys, adjustment of locks to accept new keys, or if required, replacement and installation of locks, or the hiring of temporary security services as a result of you or your "employees" losing keys on your customer's premises.

- (a) The most we will pay is limited as described in Section **B. Limits Of Insurance, 17. Replacement Of Customers Keys Or Locks** of this endorsement.
- (b) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in Section **B. Limits Of Insurance, 17. Replacement Of Customers Keys Or Locks** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

#### **18. Limited Employee Criminal Defense Expense Coverage**

##### **a. Coverage**

We will pay defense costs incurred by your medical director or administrator for criminal proceedings arising solely from acts in his or her capacity as medical director or administrator for you. However, you must have a prior written agreement with the medical director or administrator whereby you agree to pay the medical director or administrator for such defense costs, and the written agreement must include a provision for repayment by the medical director or administrator of defense costs in the event of a conviction or plea of guilty.

##### **b. Limits Of Insurance**

- (1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 18. Limited Employee Criminal Defense Expense Coverage** of this endorsement is the most we will pay regardless of the number of:
  - (a) Insureds;
  - (b) Claims, indictments made or criminal proceedings brought; or
  - (c) Persons or organizations making claims or bringing criminal proceedings.

- (2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 18. Limited Employee Criminal Defense Expense Coverage** of this endorsement is the most we will pay during the "coverage term" (policy period).

- (3) Subject to the limit described in (2) above, the Each Criminal Proceedings Limit shown in Section **B. Limits Of Insurance, 18. Limited Employee Criminal Defense Expense Coverage** of this endorsement is the most we will pay for covered defense costs arising out of any one criminal proceeding.

#### **19. Limited Assault Expense Coverage**

- a. We will pay medical expenses for "bodily injury" sustained by any insured resulting from an "assault" committed:

- (1) On premises you own or rent;
- (2) On premises of a "client" who is in your care; or
- (3) While you are traveling to or from those premises;

because of your operations, provided:

- (1) The "bodily injury" takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within 60 days of the date of the "assault";
- (3) The injured person submits to examination, at our expense, by physicians of our choice, as often as we reasonably require; and
- (4) The actions of the injured person did not contribute in any way to the "bodily injury".

- b. We will make these payments regardless of fault. These payments will not exceed the applicable Limit of Insurance stated in Section **B. Limits Of Insurance, 19. Limited Assault Expense Coverage**. We will pay reasonable expenses for:

- (1) First aid administered at the time of the "assault";
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and



- (3) Necessary ambulance, hospital, professional nursing and funeral services.

c. We will pay for reimbursement for "property damage" to any insured's personal property sustained from an "assault" committed:

- (1) On premises you own or rent;
- (2) On premises of a "client" who is in your care; or
- (3) While you are traveling to or from those premises;

because of your operations.

d. **Exclusions**

**Workers' Compensation And Similar Laws**

We will not pay expenses to an insured if valid and collectible workers' compensation coverage is in place or is required under a workers' compensation or disability benefits law or similar law.

e. **Limits Of Insurance**

(1) The Limits of Insurance shown in Section B. Limits Of Insurance, 19. Limited Assault Expense Coverage of this endorsement is the most we will pay regardless of the number of:

- (a) Claims made; or
- (b) Persons or organizations making claims.

(2) The Aggregate Limit shown in Section B. Limits Of Insurance, 19. Limited Assault Expense Coverage of this endorsement is the most we will pay during the "coverage term" (policy period).

(3) Subject to the limit described in (2) above, the Each Person Limit shown in Section B. Limits Of Insurance, 19. Limited Assault Expense Coverage of this endorsement is the most we will pay for all "bodily injury" and "property damage" arising out of any "assault" to any insured.

f. **Additional Definition**

For this endorsement only, Section V - Definitions is revised to add the following definition:

"Assault" means:

- (1) Any willful attempt to inflict physical harm on an "employee" by

someone other than another "employee" which results in "bodily injury"; or

- (2) Any willful attempt to inflict "property damage" on the personal property of an "employee" by someone other than another "employee".

**20. Limited Rental Lease Agreement Contractual Liability Coverage**

a. **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, b. Contractual Liability** is amended to include the following:

At your request, we will pay on your behalf damages arising out of "bodily injury" or "property damage" that you are obligated to pay by reason of the assumption of liability in a written contract or agreement, that is not an "insured contract", regarding the rental or lease of premises on behalf of your "client".

This insurance applies only to a rental or lease agreement.

b. As respects Limited Rental Lease Agreement Contractual Liability Coverage, **Section IV - Commercial General Liability Conditions, 4. Other Insurance** is replaced by the following:

This insurance is excess over any other valid and collectible insurance, including deductible, or agreement of indemnity available to the "client", whether primary, excess, contingent or on any other basis.

Other valid and collectible insurance includes, but is not limited to, policies or insurance programs purchased or established by or on behalf of the "client" to insure against liability arising from activities of the "client", whether primary, excess, contingent, or on any other basis.

c. The Limits Of Insurance shown in Section B. Limits Of Insurance, 20. Limited Rental Lease Agreement Contractual Liability Coverage fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

## 21. Fellow Employee Coverage

**Section II - Who Is An Insured** is amended as follows:

Paragraphs **2.a.(1)(a)** and **2.a.(1)(b)** are replaced by the following:

- (1) "Bodily injury" or "personal and advertising injury":

(a) To you.

## 22. Personal and Advertising Injury Redefined

**Section V - Definitions, 14.** "Personal and advertising injury" is replaced by the following:

**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;
- c. Abuse of process;
- d. 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;
- e. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- f. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- g. The use of another's advertising idea in your "advertisement";
- h. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
- i. Discrimination, based on race, color, religion, sex, age or national origin, except when:
  - (1) Done intentionally by or at the direction of, or with the knowledge or consent of:
    - (a) Any insured; or
    - (b) Any "executive officer", director, stockholder, partner or member of the insured;

- (2) Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sublease of any room, dwelling or premises by or at the direction of any insured; or

- (3) Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

This coverage does not apply to fines or penalties imposed because of discrimination.

## 23. Voluntary Property Damage Coverage

- a. **Section I - Coverages** is amended to include the following:

### **COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

#### **(1) Insuring Agreement**

- (a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1) Damage is caused by you; or
- 2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

(b) This insurance applies to "property damage" only if:

- 1) The "property damage" takes place in the "coverage territory"; and
- 2) The "property damage" occurs during the policy period.

## (2) Exclusions

This insurance does not apply to "property damage" that would be excluded by Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, except for j. Damage To Property, paragraphs (3), (4), (5) and (6), k. Damage To Your Product, and l. Damage To Your Work.

## b. Limits Of Insurance And Deductibles

For purposes of the coverage provided by Voluntary Property Damage Coverage, **Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B. Limits Of Insurance, 23. Voluntary Property Damage Coverage of this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Subject to (3) below, the Voluntary Property Damage Coverage Each Occurrence Limit of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage because of all "property damage" arising out of any one "occurrence".

(3) The Voluntary Property Damage Aggregate Limit of Insurance is

the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term" (policy period).

## (4) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated for the applicable coverage in the Schedule. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) 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.

## c. Definitions

For purposes of Voluntary Property Damage Coverage only, the following definitions under Section V - Definitions are replaced by the following:

13. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

17. "Property damage" means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

As used in this definition, electronic data means information, facts or programs, stored as or on, created or used on, transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media

which are used with electronically controlled equipment.

#### **24. Worldwide Liability Coverage Extension**

- A.** The following is added to **Section IV - Commercial General Liability Conditions**:

##### **Expanded Coverage Territory**

- 1.** If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

- 2.** All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
- 3.** Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.
- 4.** The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

- B.** The following is added to Paragraph **4.b.(1)** under the **Conditions** section:

##### **4. Other Insurance**

###### **b. Excess Insurance**

- (1)** This insurance is excess over:

- (c)** Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i)** If the insured's liability to pay damages is determined in a "suit" brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or

- (ii)** That is coverage required by law, regulation or other governmental authority in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

- C.** The following is added to **Section IV - Commercial General Liability Conditions**:

##### **Office Of Foreign Assets Control (OFAC) Compliance**

Whenever insurance coverage provided by this policy would be in violation of any United States economic or trade sanctions, such insurance coverage shall be null and void.

- D.** The definition of "coverage territory" in the **Definitions** section is replaced by the following:

"Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

**25. Client Defined**

**Section V - Definitions** is amended by adding the following:

"Client" means a person or organization served by or utilizing the services of your organization.


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