



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2023

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 Preferred Insurance Services, Inc. 4035 Ridge Top Road, Suite 150 Fairfax VA 22030	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 703-667-5940 E-MAIL ADDRESS: certs@preferins.com	FAX (A/C, No): 703-991-4838
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Penn National Mutual Casualty Insurance Co		14990
INSURER B : Penn National Security Insurance Co		32441
INSURER C : Evanston Insurance Company		35378
INSURER D : Continental Casualty Company		20443
INSURER E : Accident Fund Insurance Company Of America -		10166
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1193938149**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CL9 0729589	5/30/2023	5/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AX9 0729589	5/30/2023	5/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UL9 0729589	5/30/2023	5/30/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
E	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 checked="" type="checkbox"/> N	N/A	AF WCP 100050108	5/30/2023	5/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C A D	Contractors Pollution Leased/Rented Equipment Cyber Liability		N	MKL7ENV103365 CL9 0729589 652148086	5/30/2023 5/30/2023 5/30/2023	5/30/2024 5/30/2024 5/30/2024	Each Condition \$1,000,000 \$500 Deductible \$300,000 \$5,000 Deductible \$1,000,000

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

This certificate shows coverages currently in force for the above named insured, and is for internal use only. If a certificate holder needs to be added, you can provide us your information by visiting our website at <https://www.preferins.com/certificate-insurance/>; email to: certs@preferins.com; or fax to: 703-991-4838. Phone: 703-667-5940.

CERTIFICATE HOLDER**CANCELLATION**

PROOF OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Pennsylvania National Mutual Casualty Insurance Company
Penn National Security Insurance Company
P. O. Box 2361
Harrisburg, PA 17105-2361

AC90729589

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**AUTOMATIC ADDITIONAL INSURED --
OWNERS, CONTRACTORS AND SUBCONTRACTORS
(ONGOING OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following provision is added to SECTION II -
WHO IS AN INSURED**

1. Any person(s) or organization(s) (referred to below as additional insured) with whom you are required in a written contract or agreement to name as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location or project described in the contract or agreement.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings, designs and specifications; and

b. Supervisory, inspection, architectural or engineering activities.

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

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

C. The limits of insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- D. With respect to the coverage provided by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **4. Other Insurance**, Subparagraph **a. Primary Insurance**, is replaced by the following:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this 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 **c.** below, except;

- (1) If a written contract or agreement that requires any person(s) or organization(s) to be an additional insured also requires this insurance to be primary and noncontributory, then this insurance is primary over any other insurance in which the additional insured is a Named Insured. We will not seek contribution from any other liability policy in which the additional insured is a Named Insured.

Pennsylvania National Mutual Casualty Insurance Company
Penn National Security Insurance Company
Post Office Box 2361
Harrisburg PA 17105-2361

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PENNPAC PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. Damage To Your Work

The following is added to **Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, Paragraph 1. Insuring Agreement:**

f. Damages because of “property damage” include damages the insured becomes legally obligated to pay because of “property damage” to “your work” and shall be deemed to be caused by an “occurrence”, but only if:

- (1)** The “property damage” is the result of work performed on your behalf by a subcontractor(s) that is not a Named Insured;
- (2)** The work performed by the subcontractor(s) is within the “products-completed operations hazard”; and
- (3)** The “property damage” is unexpected and unintended from the standpoint of the insured.

For the purposes of this coverage, the definition of “Occurrence” in SECTION V – DEFINITIONS is replaced with the following:

13. “Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. An accident shall include “property damage” to other than “your work” arising from “your work”.

II. Limited Product Withdrawal Expense Coverage

A. The following is added to **Section I – Coverages**

LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

1. Insuring Agreement

a. We will reimburse you for “product withdrawal expenses” incurred by you because of a “product withdrawal” to which this insurance applies.

The most we will pay for “product withdrawal expenses” is \$10,000 or the Limit Of Insurance shown in the Declarations or Schedule, whichever is higher.

b. This insurance applies to a “product withdrawal” only if the “product withdrawal” is initiated in the “coverage territory” during the policy period because:

- (1)** You determine that the “product withdrawal” is necessary; or
- (2)** An authorized government entity has ordered you to conduct a “product withdrawal”.

c. We will reimburse “product withdrawal expenses” only if:

- (1)** The expenses are incurred within one year of the date the “product withdrawal” was initiated;
- (2)** The expenses are reported to us within one year of the date the expenses were incurred.

d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

(1) When you first announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or

(2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".

e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

2. Exclusions

This insurance does not apply to "product withdrawal expenses" arising out of:

a. Breach Of Warranty And Failure To Conform To Intended Purpose

Any "product withdrawal" initiated due to the failure of "your product" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".

b. Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark

Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

c. Deterioration, Decomposition Or Chemical Transformation

Any "product withdrawal" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if it is caused by:

(1) An error in manufacturing, design, or processing;

(2) Transportation of "your product"; or

(3) "Product tampering".

d. Goodwill, Market Share, Revenue, Profit Or Redesign

The costs of regaining goodwill, market share, revenue or "profit" or the costs of redesigning "your product".

e. Expiration Of Shelf Life

Any "product withdrawal" initiated due to expiration of the designated shelf life of "your product".

f. Known Defect

A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the date when this Coverage Part was first issued to you or prior to the time "your product" leaves your control or possession.

g. Otherwise Excluded Products

A recall of any specific products for which "bodily injury" or "property damage" is excluded under **Coverage A Bodily Injury And Property Damage Liability** by endorsement.

h. Governmental Ban

A recall when "your product" or a component contained within "your product" has been:

(1) Banned from the market by an authorized government entity prior to the policy period; or

(2) Distributed or sold by you subsequent to any governmental ban.

i. Defense Of Claim

The defense of a claim or "suit" against you for liability arising out of a "product withdrawal".

j. Third Party Damages, Fines And Penalties

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

k. Pollution-Related Expenses

Any loss, cost or expense due to any:

(1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

B. For the purposes of this coverage, the following condition is added to **Section IV – Commercial General Liability Conditions:**

Concealment Or Fraud

We will not provide coverage to you, or any other insured, who at any time:

1. Engaged in fraudulent conduct; or

2. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you.

C. The following definitions are added to **Section V - Definitions:**

1. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.

2. "Product tampering" is an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or 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.

3. "Product withdrawal" means the recall or withdrawal:

a. From the market; or

b. From use by any other person or organization;

of "your products", or products which contain "your products", because of known or suspected "defects" in "your product", or known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or 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.

4. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "product withdrawal":
- a. Costs of notification;
 - b. Costs of stationery, envelopes, production of announcements and postage or facsimiles;
 - c. Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;
 - d. Costs of computer time;
 - e. Costs of hiring independent contractors and other temporary employees;
 - f. Costs of transportation, shipping or packaging;
 - g. Costs of warehouse or storage space; or
 - h. Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your purchase price or your cost to produce the products.
5. "Profit" means the positive gain from business operation after subtracting for all expenses.

III. Non-Owned Watercraft

- a. Exclusion g. Paragraph (2) of **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

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

- (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- b. Paragraph III.a. applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.
- c. Paragraphs III.a. and III.b. do not apply if the insured has any other insurance for "bodily injury" or "property damage" liability that would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this Provision III. does not provide any insurance.
- d. Paragraph III.c. does not apply to a policy written to apply specifically in excess of this policy.

IV. Consolidated Insurance (Wrap – Up) Program

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability:**

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" if such operations were at any time subject to a "consolidated insurance (wrap-up) program".

This exclusion applies whether or not the "consolidated insurance (wrap-up) program" provided:

- (1) Coverage identical to that provided by this Coverage Part;
- (2) Limits adequate to cover all claims; or
- (3) Coverage that remains in effect.

This exclusion applies regardless of whether such operations are or were conducted by you or on your behalf.

This exclusion does not apply to your operations away from a "consolidated insurance (wrap-up) program" project site incidental to the support of such a project and not included within the "consolidated insurance (wrap-up) program".

This exclusion does not apply to "bodily injury" or "property damage" within the "products-completed operations hazard" if all coverage available to the insured for the "products-completed operations hazard" in a "consolidated insurance (wrap-up) program" has been cancelled, non-renewed or otherwise no longer applies for reasons other than the exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis.

"Consolidated insurance (wrap-up) program" means any agreement or arrangement, including any contractor-controlled, owner-controlled or similar insurance program, under which some or all of the contractors working on a specific project or specific projects, are required to participate in a program to obtain insurance that:

- (1) Includes same or similar insurance as that provided by this Coverage Part; and
- (2) Is issued specifically for "bodily injury" or "property damage" arising out of such project or projects.

V. Supplementary Payments Increased Limits
In the **Supplementary Payments - Coverages A And B** provision of **Section I - Coverages**:

- a. The limit for the cost of bail bonds is changed from \$250 to \$2000.

VI. Broad Form Named Insured

- a. **Section II – Who Is An Insured** is amended to include as an insured any organization or subsidiary thereof, other than a partnership, joint venture, or limited liability company, which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.
- b. Paragraph **VI.a.** does not apply to injury or damage with respect to which an insured under this policy is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

- c. Paragraph **VI.b.** does not apply to a policy written to apply specifically in excess of this policy.

VII. Newly Formed or Acquired Organizations

In Paragraph **3.a.** of **Section II - Who Is An Insured**, 90th day is changed to 180th day.

VIII. Incidental Malpractice Liability - Nurse, EMT, or Paramedic

Paragraph **2.a.(1)(d)** of **Section II - Who Is An Insured** is deleted and replaced by the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you have "employees" who are a nurse, emergency medical technician or paramedic, they are an insured with respect to their providing or failing to provide professional health care services to your "employees".

IX. Automatic Additional Insureds

Section II - Who Is An Insured is amended to add:

- a. The **Lessor of Leased Equipment** from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured 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 or organization.

However,

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

A person's or organization's status as an additional insured under this insurance ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- b. The **Grantor of Franchise** when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability as grantor of a franchise to you.

However,

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

A person's or organization's status as an additional insured under this insurance ends when their contract or agreement with you for such franchise ends.

- c. The **Manager or Lessor of premises** when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

A person's or organization's status as an additional insured under this insurance ends when their contract or agreement with you for such leased premises ends.

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises.

However,

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

- d. The **Mortgagee, Assignee, or Receiver** when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured 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,

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

A person's or organization's status as an additional insured under this insurance ends when their contract or agreement with you for such premises ends.

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

- e. The **Vendor** when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

However,

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

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

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by 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;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;

- (d) 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;

- (e) 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;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "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:

- (i) The exceptions contained in Sub-paragraphs (d) or (f); or

- (ii) 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.

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

X. Amendment - Aggregate Limits of Insurance

The General Aggregate Limit under the **Section III - Limits Of Insurance** applies separately to each of your:

- a. Projects away from premises owned by or rented to you;
- b. "Locations" owned by or rented to you.

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

XI. Electronic Data Liability

- a. Exclusion 2.p. of **Coverage A Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring, expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

- b. The following is added to Paragraph 2. Exclusions of **Section I- Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information,

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

- c. The following paragraph is added to **Section III – Limits Of Insurance**:

Subject to 5. above, the most we will pay under **Coverage A** for "property damage", because of all loss of "electronic data" is \$50,000 each "occurrence" subject to the \$50,000 aggregate or the Electronic Data

Liability Limit shown in the Declarations or Schedule, whichever is higher.

- d. Paragraph **XI.c.** does not apply to “property damage” arising out of damage to “electronic data” on embedded controllers used to operate or maintain building equipment.
- e. The following definition is added to **Section V -Definitions**:

“ Electronic data” means information, facts or programs stored as or on, created or used on, or 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.
- f. For the purposes of this coverage, the definition of “Property Damage” in **Section V - Definitions** is deleted and replaced by the following:

17. “Property damage” means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate “electronic data”, resulting from physical injury to tangible property. All such loss of “electronic data” shall be deemed to occur at the time of the “occurrence” that caused it.

For the purposes of this insurance, “electronic data” is not tangible property.

XII. Duties in the Event of Occurrence, Claim or Suit Redefined

- a. The requirement in Condition **2.a.** of **Section IV – Commercial General Liability Conditions** that you must see to it that we are notified of an “occurrence” only applies when the “occurrence” or offense is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership; or
 - (3) An officer of the corporation or insurance manager, if you are a corporation.
- b. The requirement in Condition **2.b.** of **Section IV – Commercial General Liability Conditions** that you must see to it that we receive notice of a claim or “suit” will not be considered breached unless the breach occurs after such claim or “suit” is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership; or
 - (3) An officer of the corporation or insurance manager, if you are a corporation.

XIII. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **8. Transfer Of Rights Of Recovery Against Others To Us** condition in **Section IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person(s) or organization(s) because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person(s) or organization(s) and included in the “products-completed operations hazard”. This waiver applies only to the person(s) or organizations(s) with whom you have agreed in a written contract or agreement to waive your right of recovery.

XIV. Bodily Injury Redefined

The definition of “bodily injury” in **Section V - Definitions** is deleted and replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from any of these.

XV. Mobile Equipment Redefined

Paragraph 12.f. subparagraph (1) of **Section V - Definitions** does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

XVI. Unintentional Errors or Omissions

We will not deny coverage under this Coverage Part because of the unintentional omission of, or unintentional error in, any information provided by you. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XVII. Liberalization

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

XVIII. Voluntary Property Damage

- a. We will pay, at the request of any Named Insured, for "voluntary property damage" to the property of others provided:
 1. the "voluntary property damage" occurs while such property is in the care, custody or control of an insured or to property over which an insured is, for any purpose, exercising physical control;
 2. the "voluntary property damage" arises out of operations away from the premises owned by, rented to, or controlled by the Named Insured; and
 3. the "property damage" coverage of the policy would extend to the operation causing the loss.
- b. The insurance under this coverage does not apply to "voluntary property damage" to property:
 1. while being transported by, or caused by the ownership, maintenance, operation, use, loading or unloading of any automobile, watercraft or aircraft; or
 2. rented to any Named Insured.

- c. This insurance will apply only to loss that is in excess of \$250 for each "occurrence."
- d. The most we will pay under this coverage is \$1,000 for each "occurrence" subject to \$2,000 aggregate for the policy year.

The each "occurrence" and aggregate limit is in addition to the each "occurrence" and aggregate limit of the Voluntary Property Damage limit provided in the Contractors Special Liability endorsement 70 1909 if attached to this policy.

- e. Payment under this coverage will not include any prospective profit or overhead charges of any nature.
- f. "Voluntary property damage" as used in this coverage means physical injury to tangible property and does not include disappearance, abstraction or loss of use.

XIX. Special Broad Form Property Damage Liability Coverage

- a. Section 1. Coverage **A.**, 2. Exclusion, j. Damage To Property, Paragraphs **j.(3)**, **j.(4)**, and **j.(5)** are modified as follows:

Exclusions **j.(3)**, **j.(4)** and **j.(5)** do not apply to the first \$1,000 of "property damage" for each "occurrence" that would otherwise be insured except for the application of these exclusions, as long as the "occurrence" takes place away from the premises you own, rent or control.

The limit above is in addition to the limit for Special Broad Form Property Damage Liability Coverage **70 1909** if attached to this policy.



Pennsylvania National Mutual Casualty Insurance Company
Penn National Security Insurance Company
P. O. Box 2361
Harrisburg, PA 17105-2361

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**AUTOMATIC ADDITIONAL INSUREDS --
OWNERS, CONTRACTORS AND SUBCONTRACTORS
(COMPLETED OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following provision is added to SECTION II -
WHO IS AN INSURED**

1. Any person(s) or organization(s) (referred to below as additional insured) with whom you are required in a written contract or agreement to name as an additional insured for the "products-completed operations hazard", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work", at the location or project designated and described in the contract or agreement, performed for that additional insured and included in the "products-completed operations hazard".

A person's or organization's status as an additional insured under this endorsement ends when the obligation to provide additional insured status for the "products-completed operations hazard" in the written contract or agreement ends.

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

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings, designs and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

- C. The limits of insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- D. With respect to the coverage provided by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **4. Other Insurance**, Subparagraph **a. Primary Insurance**, is deleted and replaced by the following:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this 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 **c.** below, except;

- (1) If a written contract or agreement that requires any person(s) or organization(s) to be an additional insured also requires this insurance to be primary and noncontributory, then this insurance is primary over any other insurance in which the additional insured is a Named Insured. We will not seek contribution from any other liability policy in which the additional insured is a Named Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PENNPAC PLUS ENDORSEMENT

Virginia

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. Personal Effects Coverage

The following is added to **Section III - Physical Damage Coverage, Paragraph A. Coverage:**

5. We will pay up to \$1,000 for "loss" to "personal effects" which are:
- a. Owned by an "insured"; and
 - b. 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 coverage.

"Personal Effects" Coverage is not otherwise covered in the Business Auto Coverage Form.

II. Replacement Cost Coverage – Private Passenger Autos

Section III – Physical Damage Coverage, C. Limit Of Insurance is amended by addition of the following:

4. Paragraph **C.1., C.2. and C.3** do not apply to private passenger "autos" described in Item Three of the Declarations, purchased new and not previously titled.

The most we will pay for "loss" in any one "accident" is the lesser of:

- a. The cost of a new "auto" of like kind and quality; or
- b. The cost of repairing the damaged property.

This coverage does not apply to "loss" caused by fire, theft, or vandalism.

This coverage applies for five years from the date of purchase of the private passenger "auto."

III. Temporary Substitute Autos – Physical Damage Coverage

The following is added to Paragraph **C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** of **Section I – Covered Autos**:

If Physical Damage Coverage is provided by this coverage form, the following types of vehicles are covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

IV. Extended Coverage – Airbags

Section III – Physical Damage Coverage, B. Exclusions, Paragraph 3. is amended by addition of the following:

The exclusion for "loss" caused by mechanical breakdown does not apply to the accidental discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

V. Waiver Of Subrogation

The following is added to **A.5. Transfer Of Rights Of Recovery Against Others To Us** condition in **Section IV - Business Auto Conditions**

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract."

VI. Physical Damage - Transportation Expense

In **Section III – Physical Damage Coverage**, paragraph **A.4.**, the amount we will pay is increased to \$60 per day to a maximum limit of \$1,800.

VII. Hired Auto – Limited Worldwide Coverage

In **Section IV Business Auto Conditions, B. General Conditions**, Paragraph **7.b.(5)** is replaced with the following:

- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 60 days or less,

VIII. Auto Loan/Lease Gap Coverage

The Physical Damage Coverage Section is amended by addition of the following:

In the event of a total "loss" to a covered "auto" shown in Item Three of the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto," less

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life insurance, Health, Accident or Disability insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

IX. Full Glass Coverage

The following is added to Paragraph **D. Deductible** of **Section III-Physical Damage Coverage** in the Business Auto Coverage Form:

For Comprehensive Coverage, no deductible applies to "loss" to glass used in windshield, doors and windows of the covered "auto," including glass used in sunroofs and moon roofs.

Full Glass coverage applies only to those covered "autos" described or designated for Comprehensive Coverage in the Declarations.

X. Collision Deductible Waiver-Not At Fault Accident

The following is added to **Paragraph D. Deductible** of **Section III-Physical Damage Coverage** in the Business Auto Coverage Form:

The deductible amount shall not apply to a total "loss" caused by collision between your covered "auto" and another "auto," provided:

- a. The owner or operator of such other "auto" has been identified; and
- b. The owner or operator of such other "auto" is legally liable for the "loss" to your covered "auto" and does not qualify as an "insured" under this policy; and
- c. You are not comparatively or contributorily negligent for the "loss"; and
- d. There is an available local police or law enforcement report which details the accident and identifies the owner and operator of the other motor vehicle and their insurance carrier(s).

XI. Towing and Labor Coverage

Section III – Physical Damage Coverage, Paragraph **A.2.** is deleted and replaced with the following:

2. We will pay \$75 plus the amount, if any, shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type or light truck type is disabled. However, the labor must be performed at the place of disablement.

We will pay up to \$250 plus the amount shown, if any, in the Declarations for towing and labor costs incurred each time a covered "auto" other than the private passenger or light truck type is disabled. However, the labor must be performed at the place of disablement.

XII. Rental Reimbursement

Section III – Physical Damage Coverage is amended by adding the following:

We will pay for rental reimbursement expenses incurred by you for the rental of an “auto” because of “loss” to a covered “auto.” Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered “auto.” No deductibles apply to this coverage.

This coverage applies only:

- a. For those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the number of days reasonably required to repair or replace the covered “auto”;
- b. For necessary and actual expenses incurred;
- c. To a “loss” for which we also pay a “loss” under Physical Damage Coverage- Comprehensive Coverage, Specified Causes of Loss Coverage or Collision Coverage; and
- d. If there are no spare or reserve “autos” available to you for your operations.

Our payment will be limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred.
2. We will pay up to \$50 per day to a maximum of \$1,500.

If “loss” results from the total theft of a covered “auto” we will pay under this coverage only that amount of rental reimbursement expenses which are not already provided under the Physical Damage Coverage Extension.

XIII. Audio, Visual and Data Electronic Equipment Coverage

a. **Section III – Physical Damage Coverage, B. Exclusions, Paragraph 5.** is amended by the following addition to the exception of **4.c.** and **4.d.:**

- e. Electronic equipment designed solely for receiving or that transmits audio, visual or data signals and is not designed solely for the reproduction of sound. The equipment must be permanently installed in the covered “auto” or the equipment can be removed from a housing unit which is permanently installed in the covered “auto” at the time of the “loss” and such equipment is designed to be solely operated by use of the power from the “auto’s” electrical system, in or upon the covered “auto.”

No physical damage deductible applies to this coverage.

- b. Paragraph **C.1.b.** under Limits of Insurance of **Section III – Physical Damage Coverage** does not apply.

XIV. Hired Auto Physical Damage

If Comprehensive, Specified Causes of Loss or Collision coverage is provided under this policy, then Hired Auto Physical Damage Coverage is provided for that coverage subject to the following limit:

- (1) The most we will pay for “loss” to any hired “auto” is the lesser of:

- a. \$75,000; or
- b. The actual cash value of the damaged or stolen property at the time of the “loss”; or
- c. The cost of repairing or replacing the damaged or stolen property.

The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. The deductible applies to “loss” caused by other than fire or lightning.

- (2) Subject to (1)a.,b. and c. above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered “auto” shown in the Declarations.

- (3) When you are required by a written contract to indemnify a lessor for actual financial loss due to a loss of use of a hired “auto” resulting from a covered “accident” or “loss,” we will pay up to \$65 per day subject to a maximum limit of \$1,000.

If a premium entry is shown in Item Four – Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums – Physical Damage Insurance, this Provision does not provide any insurance.

XV. Vehicle Wraps, Custom Paint And Related Advertising Modifications

The following is added to **Paragraph C. Limit of Insurance of Section III – Physical Damage Coverage** in the Business Auto Coverage Form:

If we offer to pay the actual cash value of the damaged or stolen “auto,” we will value vehicle advertising wraps, paint customization and similar business-related advertising modifications, separately from the actual cash value of the “auto.” Coverage for these items will be on a replacement cost basis.

XVI. Primary And Noncontributory – Other Insurance Condition

The following is added to the Other Insurance Condition in the Business Auto Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- (1) Such "insured" is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured."

XVII. Blanket Additional Insured

Any person or organization, with whom you agree in a written contract, agreement or permit, to name as an insured for Liability Coverage is an "insured," but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II of the Coverage Form.

This insurance does not apply unless the written contract or agreement has been executed or the permit has been issued prior to the "bodily injury" or "property damage."

This insurance does not apply to the owner or anyone else from whom you hire or borrow a covered "auto".

XVIII. Section V – Definitions is amended by adding the following:

- Q.** "Personal effects" means tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, jewelry, money or securities.

XIX. Under no circumstances will the provisions of this endorsement result in less coverage than the coverage provisions contained in the Business Auto Coverage Form.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization that you perform work for that is liable for an injury, covered by this policy, that prior to the injury has written contract requiring a waiver of our right to recover from them.

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/30/2023

Policy No.

Endorsement No.

Insured

AF WCP 100050108

Premium \$

Williams Professional Painting

Insurance Company

Accident Fund Insurance Company Of America

Countersigned by

