

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2018

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC PO Box 85638 San Diego, CA 92186	CONTACT NAME: Joyce Flores	
	PHONE (A/C, No, Ext): 858-587-7546	FAX (A/C, No): 858-210-3932
INSURED Chicano Federation of San Diego County, 3180 University Ave. Ste 317 San Diego, CA 92104	E-MAIL ADDRESS: Joyce.Flores@marshmma.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Harleyville Insurance	NAIC # 23582
	INSURER B : Insurance Company of the West	27847
	INSURER C : Travelers Cas & Surety Co of America	31194
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			MPA0000004499AH	02/22/2018	02/22/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA0000004500AH	02/22/2018	02/22/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CMB0000004501AH	02/22/2018	02/22/2019	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WSD503065703	07/01/2018	07/01/2019	☒ PER STATUTE ☐ 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	Crime			105740976	02/01/2018	02/01/2019	Employee Theft \$100,000 SIR \$5,000

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

City of San Diego and Barrio Station are named as Additional Insured per the attached.

Date _____

(Please Sign and date)

Lessee Name: _____

Check Certificate for compliance and lease requirements

Confirm Lease ID# _____

Please return certificate to Admin Staff to process.

T526 PM - 001 - B00

CERTIFICATE HOLDER

CANCELLATION

City of San Diego
Department of Real Estate Assets
1200 Third Avenue, Suite 1700
San Diego, CA 92101

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG-7308
(Ed. 9-13)**HUMAN SERVICES LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the following extensions only apply in the event that no other more specific coverage for the indicated loss exposure is provided by your policy in addition to the coverages provided by the Commercial General Liability Coverage Part. If such other more specific coverage applies, the terms, conditions and limits of such other more specific coverage are the sole and exclusive coverage applicable under this policy, unless otherwise expressly stated on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy's and this endorsement's contract wording.

Coverage Applicable	Limit of Insurance	Page Number
Damage to Premises Rented to You	\$1,000,000	2
Extended Property Damage	Included	2
Non-Owned Watercraft	Less than 58 feet	2
Medical Payments	\$20,000	3
Medical Payments-Extended Reporting Period	3 years	3
Athletic Activities	Amended	3
Supplementary Payments – Bail Bonds	\$7,500	3
Supplementary Payment – Loss of Earnings	\$1,500 per day	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Named Insured – Newly Acquired	Included	3
Named Insured – Broadened Named Insured	Included	4
Additional Insured – Medical Directors and Administrators	Included	4
Additional Insured – Funding Source	Included	4
Additional Insured – Home Care Providers	Included	4
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	4
Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	4
Additional Insured – Grantors of Permits	Included	4
Additional Insured – Broad Form Vendors	Included	5
Additional Insured – Grantor of Franchise	Included	5
Additional Insured – As Required by Contract	Included	6
Additional Insured – State or Political Subdivisions	Included	7
Limited Rental Lease Agreement Contractual Liability	\$100,000 limit	8
Damage to Property You Own, Rent or Occupy	\$50,000 limit	8
Transfer of Rights of Recovery Against Others To Us	Clarification	8
Duties in the Event of Occurrence, Claim or Suit	Included	8
Unintentional Failure to Disclose Hazards	Included	9
Liberalization	Included	9
Bodily Injury – includes Mental Anguish	Included	9
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	9
Key and Lock Replacement – Janitorial Services Client Coverage	\$15,000 Limit	10

A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke or leakage from automatic fire protective systems" where it appears in:
 - a. The last paragraph of SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;
 - b. The first paragraph immediately following Exclusion j.(6) of SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY under Subsection 2. Exclusions
 - c. SECTION III – LIMITS OF INSURANCE, Paragraph 6.;
 - d. SECTION V – DEFINITIONS, Paragraph 9.a.
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the term "Fire insurance" is changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance**, Paragraph b. **Excess Insurance**, items b.(1)(a)(ii).

3. The Damage to Premises Rented to You Limit shown on the Declarations is deleted and replaced by \$1,000,000. \$1,000,000 is the only limit of liability for Damage to Premises Rented to You and this limit will not be combined with the limit shown on the Declarations for this coverage. This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

Provided, however, that if you assume liability in a contract or agreement regarding the rental or lease of a premises on behalf of your client, this Damage to Premises Rented by You limit is superceded and replaced by the limit of insurance provided by **Section I. Limited Rental Lease Agreement Contractual Liability** of this endorsement. The term client as used in this section has the same meaning as provided by **Section I. Limited Rental Lease Agreement Contractual Liability** herein.

B. Extended "Property Damage"

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph a. is deleted and replaced by the following:

a. Expected or Intended Injury

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

C. Non-Owned Watercraft

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

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

- (a) Less than 58 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of such a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit shown on the Declarations is deleted and replaced by \$20,000. \$20,000 is the only limit of insurance for Medical Expenses and this limit will not be combined with the limit shown on the Declarations for this coverage.
2. **COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, Paragraph a(3)(b) is amended to read: provided that:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and

E. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. Exclusions, Exclusion e. Athletic Activities is deleted and replaced with the following:

e. Athletic Activities

To a person injured while practicing or participating in any physical exercises or games, sports, or athletic contests. This exclusion shall not apply to an insured while providing instruction with respect to any physical exercises or games, sports, or athletic contests.

F. Supplementary Payments

Under the **SUPPLEMENTARY PAYMENTS – COVERAGE A AND B** provision, items **1.b.** and **1.d.** are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$7,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$1,500 a day.

G. Employee Indemnification Defense Coverage

Under the **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** provision, the following is added:

3. We will reimburse you for defense costs that you incur in the defense of an “employee” who is directly involved in a criminal proceeding that arises out of such “employee’s” acts or omissions within the scope of their employment by you or while performing duties related to the conduct of your business and which would otherwise be covered by this insurance.

The most we will reimburse you for defense costs that you incur in the defense of an “employee” who is alleged to be directly involved in a criminal proceeding is \$25,000, subject to an aggregate limit of \$25,000 for all reimbursements that we make during the policy period on behalf of all “employees”, regardless of the numbers of “employees”, claims or “suits” brought or persons or organizations making claims or bringing “suits”.

H. SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is deleted and replaced with the following:

- a. Coverage under this provision is afforded until the end of the policy period during which you acquired or formed the organization.

2. Each of the following is also an insured:

Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage (whether through ownership of voting securities, by contract or otherwise) on the effective date of this Coverage Part which is not named in the Declarations as a Named Insured, and which is also not insured under another similar policy, or would not have been insured but for such policy’s termination or the exhaustion of its limits of insurance.

3. Each of the following is also an additional insured:

- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services as a physician or psychiatrist in the treatment of a patient.

- b. **Funding Source** – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to:

(a) Any “occurrence” or offense which takes place after you cease to lease or occupy that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- c. **Home Care Providers** – At the first Named Insured’s option, any person or organization under your direct supervision and control while providing on your behalf private home respite or foster home care for the developmentally disabled.

- d. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

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

- e. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such organization or person have agreed in writing in a contract or agreement that such person or organization is to 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 and only as specified by such written contract or agreement.

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.

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.

- f. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent, or control and to which this insurance applies:

- (a) 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; or
- (b) The construction, erection, or removal of elevators; or
- (c) The ownership, maintenance, or use of any elevators covered by this insurance.

- g. Broad Form Vendors – Any person(s) or organization(s) which or who is or are a vendor of "your products" with whom you agreed under a written contract or agreement to add as an additional insured to your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

The insurance afforded the vendor does not apply to:

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 the vendor intentionally made to the product;
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 relabeled 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 negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf and which was not caused in whole or in part by you or any person or organization acting on your behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Subparagraphs 4. or 6.; 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.

The insurance provided to such additional insured vendor by this endorsement is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this endorsement.
2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above in the first paragraph of this subsection g., whichever is less.

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.

Other Insurance

1. If specifically required by the written contract or agreement referenced above in the first paragraph of this subsection g., any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
 2. Even if the requirements of paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.
- h. Grantor of Franchise – Any person(s) or organization(s) with whom you agreed under a written contract or agreement to add as an additional insured to your policy but only with respect to their liability as grantor of a franchise to you.

The insurance provided to such additional insured franchisor by this endorsement is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this endorsement.
2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above, whichever is less.

Other Insurance

1. If specifically required by the written contract or agreement referenced above in the first paragraph of this subsection h., any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
 2. Even if the requirements of paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.
- i. As Required by Contract – Any person or organization for whom "you" are performing operations, or to whom you are leasing, subleasing or otherwise entrusting the use or occupancy of premises owned by or rented to "you", only as specified under a written contract, lease, sublease or agreement that requires that such person or organization be added as an additional insured on "your" policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the acts or omissions of the "Named Insured" in the performance of the "Named Insured's" ongoing operations for the additional insured or in connection with such premises owned by or rented to a "Named Insured", but in both instances only as specified under the written contract, lease, sublease or agreement. A person's or organization's status as an additional insured under this endorsement ends the earlier of when "your" on-going operations for that additional insured are completed or when "you" no longer are contractually required to include such person or organization as an additional insured under "your" policy.

The insurance provided to an additional insured by this endorsement is limited as follows:

1. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the "Named Insured" to which the additional insured is entitled to be indemnified by the "Named Insured" pursuant to the written contract, lease, sublease or agreement referenced in the first paragraph of this subsection i. above and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the "Named Insured" for the claim of the third party.
2. The limits of insurance are those set forth in the policy and Declarations or those specified in the written contract, lease, sublease or agreement referenced in the first paragraph of this subsection i., whichever is less.

With respect to the insurance afforded to an additional insured under this subsection i., the following exclusions are added:

1. This insurance does not apply if the written contract, lease, sublease or agreement referenced in the first paragraph of this subsection i. above was not executed by the "Named Insured" prior to the "occurrence" giving rise to the additional insured's potential liability.
2. This insurance does not apply to the additional insured's liability to indemnify, defend or hold harmless a third party.
3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured 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 additional insured would have in the absence of the contract or agreement.
4. "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 and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
5. "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 site 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 a part of the same project.

Other Insurance

1. If specifically required by the written contract, lease, sublease or agreement referenced in the first paragraph of this subsection i. above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract, lease or sublease does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

Definitions

Solely for purposes of the insurance afforded to an additional insured by this endorsement:

"Named Insured" is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

"You" or "your" means a "Named Insured" as defined above.

- j. State or Political Subdivisions – Any state or political subdivision with whom you agreed under a written contract or agreement to add as an additional insured to your policy but only with respect to their liability with respect to on-going operations performed by you or on your behalf for which the state or political subdivision has issued a permit or license.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance provided to such additional insured state or political subdivision by this endorsement is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this endorsement.
2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above, whichever is less.

Other Insurance

1. If specifically required by the written contract or agreement referenced above, any coverage provided by this subsection k. to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

I. Limited Rental Lease Agreement Contractual Liability

The following is added to paragraph (2) of Exclusion b. **Contractual Liability** of **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, under Subsection 2. **Exclusions**:

We agree to indemnify the Named Insured for their liability expressly assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$100,000 per "occurrence". This limit of insurance is the only limit of insurance for your liability expressly assumed in a contract or agreement regarding the rental or lease of a premises on behalf of your client whether or not such contract qualifies as an "insured contract". This limit will not be combined with the Each Occurrence Limit set forth in **Section III – Limits of Insurance** and is included within and not in addition to the Each Occurrence Limit. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

Any and all damages paid under the terms and conditions of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit.

J. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph j. **Damage to Property**, Item (1) is deleted in its entirety and is replaced with the following:

Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, in which case we will provide coverage for such "property damage" for which you are legally obligated to pay up to a \$50,000 limit per "occurrence". This limit is the only limit of insurance for such "property damage" and will not be combined with the Each Occurrence Limit set forth in **Section III – Limits of Insurance** and will be included within and not be in addition to the Each Occurrence Limit. A client, as used in this provision, is defined as a person under your direct care and supervision for whom you are providing goods and/or services.

Any and all damages paid under the terms and conditions of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit.

K. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer of Rights of Recovery Against Others To Us**:

Therefore, the insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is expressly made in a written contract.

L. Duties in the Event of Occurrence, Claim or Suit

1. The requirement in Paragraph 2.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that 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 or a “suit”, applies only when the “occurrence” or offense which may result in a claim or a “suit” is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.
2. The requirement in Paragraph 2.b. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or “suit” as soon as practicable will not be considered breached unless the breach occurs after such claim or “suit” is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.

M. Unintentional Failure to Disclose Hazards

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

N. Liberalization

If we make a change which broadens coverage under this edition of this endorsement without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 45 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this endorsement; or
2. Another amendatory endorsement.

O. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. is deleted in its entirety and replaced by the following:

“Bodily Injury”:

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

P. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is amended to read:
 - b. Malicious prosecution or abuse of process;
2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended to include the following:

“Personal and advertising injury” also means injury, including consequential “bodily injury”, arising out of 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; or
 - (2) Directly or indirectly related to the employment, former or prospective employment, termination of employment, demotion, failure to promote or application for employment of any person or persons by an insured; or
 - (3) Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
 - (4) 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.

Q. Key and Lock Replacement – Janitorial Services Client Coverage

1. We will pay for the cost to replace keys and locks at the "client's" premises due to theft or other loss to keys entrusted to you by your "client", up to a \$15,000 limit per occurrence/\$15,000 policy aggregate.
2. We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.
3. The following, when used in this coverage only, are defined as follows:
 - a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and you have billed for your services.
 - b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your services or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for an "employee" as defined in Paragraph 1. above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager", director or trustee except while performing acts coming within the scope of the usual duties of an "employee".
 - c. "Manager" means a person serving in a directorial capacity for a limited liability company.