



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/20/2013

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

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

PRODUCER WA#712152 Bacic Group, LLC dba MCM Bacic Pacific Insurance Services, LLC #0F82099 1325 Fourth Avenue, Suite 2100 Seattle, WA 98101	1-206-343-2323	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Tarp-It, Inc. 3000 Wilson Creek Road Ellensburg, WA 98926		INSURER(S) AFFORDING COVERAGE INSURER A: CONTINENTAL WESTERN INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 35258246

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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X	X	CWP601021321	08/21/13	08/21/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> \$1,000 COMP <input checked="" type="checkbox"/> \$2,000 COLL <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		CWP601021321	08/21/13	08/21/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	X	X	CU601021321	08/21/13	08/21/14	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Per the attached, the following is an Additional Insured & Waiver of Subrogation applies:
Kittitas County

CERTIFICATE HOLDER**CANCELLATION**

Kittitas County 205 W 5th Street, Suite 108 Ellensburg, WA 98926 USA	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.

GENERAL LIABILITY PLATINUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. MEDICAL PAYMENTS

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

1. The Medical Expense Limit provided by this policy, subject to the terms of **SECTION III - LIMITS OF INSURANCE**, shall be the greater of:
 - a. \$10,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

B. FIRE, LIGHTNING, EXPLOSION, SMOKE AND SPRINKLER LEAKAGE DAMAGE TO PREMISES YOU RENT

If damage to premises rented to you under **Coverage A**, is not otherwise excluded from this policy, the following applies:

1. The last paragraph of **SECTION I – COVERAGE A.2. Exclusions** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to your or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

2. Paragraph 6. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, the greater of:

- a. \$300,000; or
- b. the Damage To Premises Rented To You Limit shown in the Declarations;

is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner.

3. Paragraph 4.b.(1)(a)(ii) **Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced by the following:

(ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with the permission of the owner;

4. Paragraph 9.a. of **SECTION V – DEFINITIONS** is deleted and replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

C. LIMITED NON-OWNED WATERCRAFT

1. Paragraph g.(2) of **SECTION I – COVERAGE A.2. Exclusions** is deleted and replaced by the following:

A watercraft you do not own that is:

- a. Less than 51 feet long; and

- b. Not used to carry persons or property for a charge.

D. SUPPLEMENTARY PAYMENTS

SECTION I – SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended as follows:

1. The limit of insurance in paragraph 1.b. is increased from \$250 to \$2,500; and
2. The limit of insurance in paragraph 1.d. is increased from \$250 to \$500.

E. AUTOMATIC ADDITIONAL INSURED – SPECIFIED RELATIONSHIPS – PRIMARY NON-CONTRIBUTORY

The following is added to Paragraph 2. of **SECTION II - WHO IS AN INSURED**:

- e. Any person or organization described below, when you are obligated by virtue of a written contract or agreement that such person be added as an additional insured on your policy.

When required by virtue of a written contract or agreement, coverage provided to any additional insured will be on a primary basis and will not seek contribution from the additional insured's policy.

Only the following persons or organizations are additional insureds under this endorsement:

- (1) **Managers Or Lessors Of Premises.** The manager or lessor of a premise leased to you, but only with respect to liability arising from the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

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

- (2) **Lessor Of Leased Equipment.** Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- (3) **Vendors.** Any person or organization, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- a. The insurance afforded the vendor does not apply to:

1. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
2. Any express warranty unauthorized by you;
3. Any physical or chemical change in the product made intentionally by the vendor;
4. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
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.

b. 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.

(4) State Or Political Subdivision – Permits Or Authorizations Relating To Premises.
Any state or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with 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.

Limits of insurance for such additional insured are the limits in this coverage form or the limits you and such additional insured agreed to by virtue of a contract or agreement, whichever is less. These limits are inclusive of and are not in addition to the Limits Of Insurance shown in the Declarations.

When required by virtue of a written contract or agreement, coverage provided to any additional insured **AUTOMATIC ADDITIONAL INSURED – SPECIFIED RELATIONSHIPS – PRIMARY NON-CONTRIBUTORY** will be on a primary basis and will not seek contribution from the additional insured's policy.

F. BROADENED NAMED INSURED – NEWLY ACQUIRED 180 DAYS

Paragraph 3. of **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:

Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or majority interest of more than 50% will be a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- b. **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- c. **COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

G. AGGREGATE LIMITS OF INSURANCE

The General Aggregate Limit under **SECTION III – LIMITS OF INSURANCE** applies separately to each of your:

- 1. Projects away from premises owned by or rented to you.
- 2. "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.

H. KNOWLEDGE OF OCCURRENCE

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

- e. A report of an "occurrence", offense, claim or "suit" to:
 - (1) You, if you are an individual,
 - (2) A partner, if you are a partnership,

(3) An executive officer, if you are a corporation, or

(4) A manager, if you are a limited liability company;

is considered knowledge and requires you to notify us of the "occurrence", offense, claim, or "suit" as soon as practicable.

- f. We are considered on notice of an "occurrence", offense, claim or "suit" that is reported to your Workers' Compensation insurer for an event which later develops into an "occurrence", offense, claim or "suit" for which there is coverage under this policy. However, we will only be considered on notice if you notify us as soon as you know the claim should be addressed by this policy rather than your Workers' Compensation policy.

I. UNINTENTIONAL OMISSIONS

The following is added to paragraph 6. **Representations of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- d. If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

J. MENTAL ANGUISH

Paragraph 3. of **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 at any time.

K. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a contract requiring such waiver with that person or organization and included in the "products-completed operations hazard".

However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

L. OTHER INSURANCE

When Coverage applies in this General Liability Enhancement Endorsement, no other coverage or limit of insurance in the policy applies to loss or damage insured by this coverage.

M. NON-EMPLOYMENT DISCRIMINATION LIABILITY (DEFENSE WITHIN LIMITS)

The following is added to paragraph 14. **"Personal and advertising injury" SECTION V – DEFINITIONS** of **COMMERCIAL GENERAL LIABILITY COVERAGE FORM:**

- h. Non-employment discrimination.

Non-employment discrimination means violation of a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations. Non-employment discrimination does not include violation of civil rights arising out of past, present or prospective employment.

Our obligation under the **Personal and Advertising Injury Liability Coverage** to pay non-employment discrimination liability damages on your behalf applies only to the amount of damages in excess of **\$5,000 deductible** as the result of any one offense regardless of the number of persons or organizations who sustain damages because of the offense.

The most we will pay for all damages for non-employment discrimination is **\$15,000 annual aggregate**. No other liability to pay sums or perform acts or services is covered.

Supplemental Payments – Coverages A and B do not apply to non-employment discrimination coverage.

N. ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS OR OTHERS– AUTOMATIC, INCLUDING PRIMARY NON-CONTRIBUTORY

1. SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you are performing operations when you are obligated by virtue of a written contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured.

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" included within the "products-completed operations hazard".

This insurance does not apply to any additional insured scheduled on your policy by separate endorsement

2. Limits of Insurance

Limits of insurance for such additional insured are the limits in this coverage form or the limits you and such additional insured agreed to by virtue of a contract or agreement, whichever is less. These limits are inclusive of and are not in addition to the Limits Of Insurance shown in the Declarations.

3. Exclusions

A. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- 1. The rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
 - b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.
- 2. Subject to Paragraph 3. below, professional services include:
 - a. 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 or inspection activities performed as part of any related architectural or engineering activities.
- 3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you or performed by or for the construction manager, its employees or its subcontractors in connection with your ongoing operations.

B. "Bodily injury" or "property damage" occurring after:

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

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

4. Primary Non-Contributory

When required by virtue of a written contract or agreement, coverage provided to any additional insured by **ADDITIONAL INSURED – OWNERS, LESSEES, CONTRACTORS OR OTHERS – ONGOING OPERATIONS – AUTOMATIC, INCLUDING PRIMARY NON CONTRIBUTORY** will be on a primary basis and will not seek contribution from the additional insured's policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL AUTOMOBILE EXPANSION ENDORSEMENT - PLATINUM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following provides a broad range of coverage in addition to that provided by the basic policy. In some instances, a higher limit or broader coverage is available. Should the policy indicate broader coverage or higher limits than provided by this endorsement, the higher limits or broader coverage shall apply.

A. BROADENED NAMED INSURED

The Named Insured shown in the Declarations is amended to include:

Any organization, other than a joint venture, over which you maintain ownership or majority interest of more than 50%, unless that organization is an "insured" under any other automobile policy or would be an "insured" under such a policy but for the exhaustion of its Limit of Insurance, however;

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
2. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

The following is added to Section II - Liability Coverage, Paragraph A.1.:

- d. Any person or organization for whom you are performing operations if 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.

- (1) Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage":

- (a) Caused by an "accident", and
- (b) Resulting from the ownership, maintenance or use of a covered "auto".

- (2) A person's or organization's status as an additional insured exists only while you are performing operations for that additional insured.

- (3) Section II, Paragraph C. Limits of Insurance for person or organization added as additional insured are

those specified in the written contract or agreement, or in this coverage form, whichever is less. These limits of insurance are inclusive of and are not in addition to the Limits of Insurance shown in the Declarations.

- (4) This insurance applies on a primary and non-contributory basis if that is required by the written contract or agreement.

- (5) This insurance does not apply unless the written contract or agreement has been executed prior to the "bodily injury" or "property damage".

C. ADDITIONAL INSURED - EMPLOYEES

The following is added to the Section II - Liability Coverage, Paragraph A.1. Who Is An Insured Provision:

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

D. EXTENDED COVERAGE - BAIL BONDS

Section II - Liability Coverage, Paragraph A.2.a.(2). is deleted and replaced by the following:

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

E. EXTENDED COVERAGE - LOSS OF EARNING

Section II - Liability Coverage, Paragraph A.2.a.(4) is deleted and replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

F. FELLOW EMPLOYEE COVERAGE

The Fellow Employee Exclusion contained in Section II – Liability Coverage does not apply. This coverage is excess over any other collectible insurance.

G. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMIT

If the "insured" is wearing a seat belt at the time an "accident" occurs, the LIMIT OF INSURANCE for AUTOMOBILE MEDICAL PAYMENTS COVERAGE shown in the Declarations will be double the limit shown. All other terms and conditions applicable to MEDICAL PAYMENTS remain unchanged.

H. COVERAGE EXTENSION AS A CONSEQUENCE OF THEFT OF AN "AUTO"

1. Transportation Expense

Section III – Physical Damage Coverage, Paragraph A.4.a. is deleted and replaced by the following:

- a. We will also pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

We will also pay reasonable and necessary expenses to facilitate the return of the stolen "auto" to you.

I. EXTENDED COVERAGE - AIRBAGS

Section III – Physical Damage Coverage, Paragraph B.3.a. does not apply to the unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

J. LEASED OR FINANCED "AUTOS" - PHYSICAL DAMAGE COVERAGE

The following is added to Section III – Physical Damage Coverage, Paragraph C.

4. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:
 - a. The amount under the Physical Damage Coverage section of the policy; and
 - b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

- (3) Security deposits not returned by the lessor;

- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

- (5) Carry-over balances from previous loans or leases.

K. GLASS DEDUCTIBLE

Section III – Physical Damage Coverage, Paragraph D. is deleted and replaced by the following:

D. DEDUCTIBLE

For each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

1. "Loss" caused by fire or lightning; or
2. "Loss" when you elect to patch or repair glass rather than replace.

L. EXTENDED COVERAGE - ELECTRONIC EQUIPMENT

The following is added to Section III - Physical Damage Coverage, Paragraph A.4.:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of "loss" or the equipment is removable 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".

We will pay with respects to a covered "auto" for "loss" to antennas and other accessories necessary for use of the electronic equipment. However, this does not include tapes, records or discs.

M. EXTENDED COVERAGE - PERSONAL EFFECTS

The following is added to Section III – Physical Damage Coverage, Paragraph A.4.:

- d. Physical Damage Coverage on a covered "auto" may be extended to "loss" to your personal property or, if you are an individual, the personal property of a family member, that is in the covered "auto" at the time of "loss".

The most we will pay for any one "loss" under this coverage extension is \$500.

N. TOWING AND LABOR COVERAGE

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

If a private passenger type "auto" or light truck "auto" (0-10,000 Lbs. GVW) is provided both Comprehensive and Collision Coverage, we will pay up to \$100 for towing and labor costs incurred each time such "auto" is disabled. However, the labor must be performed at the place of disablement.

O. EXTENDED COVERAGE - CUSTOMIZED FURNISHINGS

The following is added to Section III – Physical Damage Coverage, Paragraph A.4.:

- e. Physical Damage Coverage on a covered "auto" may be extended to "loss" to custom furnishings including, but not limited to special carpeting and insulation, height-extending roofs, and custom murals, paintings or other decals or graphics.

Our limit of liability for loss to custom furnishings shall be the least of:

- (1) Actual cash value of the stolen or damaged property;
- (2) Amount necessary to repair or replace the property; or
- (3) \$500.

This coverage extension does not apply to electronic equipment.

P. PHYSICAL DAMAGE COVERAGE - HIRED "AUTOS"

You may extend the Comprehensive, Specified Causes of Loss and Collision coverages provided on your owned "autos" to any "auto" you lease, rent, hire or borrow from someone other than your employees or partners or members of their households subject to the following:

- 1. The most we will pay in any one "loss" is the least of \$50,000, the actual cash value of the "auto" or the cost to repair or replace the "auto" except that such amount will be reduced by a deductible to be determined as follows:
 - a. The deductible shall be equal to the amount of the highest deductible shown for any owned "auto" of the same classification for that coverage. In the event there is no owned "auto" of the same classification, the highest deductible for any owned "auto" will apply for that coverage.
 - b. No deductible will apply to "loss" caused by fire or lightning.
- 2. Coverage provided under this extension will:
 - a. Be excess over any other collectible insurance;

- b. Pay, in addition to the limit set forth in P.1. above, up to \$500 per day, not to exceed \$3,500 per "loss" for:

- (1) Any costs or fees associated with the "loss" to a hired "auto"; and
- (2) Loss of use, provided it is the consequence of an "accident" for which you are legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

Q. RENTAL REIMBURSEMENT COVERAGE

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto".

- 1. Payment applies in addition to the otherwise applicable amount of each coverage you have on the covered "auto".
- 2. No deductible applies to this coverage.
- 3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following:
 - a. When the covered "auto" has been repaired or replaced, or
 - b. When the total amount paid under this coverage extension reaches \$2,500.
- 4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred.
 - b. Not more than \$75 per day.
- 5. We will pay up to an additional \$300 for the reasonable and necessary expenses you incur to remove your materials and equipment from the covered "auto" and replace such materials and equipment on the rental "auto".
- 6. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- 7. If "loss" results from the total theft of a covered "auto" of the "private passenger type", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

R. DRIVE OTHER CAR COVERAGE

1. Changes In Liability Coverage

- a. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by:
 - (1) You, if you are designated in the Declarations as an individual;

- (2) Your partners or members, if you are designated in the Declarations as a partnership or joint venture;
- (3) Your members or managers, if you are designated in the Declarations as a limited liability company;
- (4) Your "executive officers", if you are designed in the Declarations as an organization other than an individual, partnership, joint venture or limited liability company; and
- (5) The spouse of any person named in **R.1.a.1.** through **R.1.a.(4)** while a resident of the same household.

except:

- (a) Any "auto" owned by that individual or by any member of his or her household.
- (b) Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages

The following is added to **Who Is An Insured**:

Any individual named in **R.1.a** and his or her "family members" are "insured" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

3. Changes In Physical Damage Coverage

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in **R.1.a** or his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that individual or by any member of his or her household.
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

4. The most we will pay for the total of all damages under LIABILITY COVERAGE, AUTO MEDICAL PAYMENTS, UNINSURED MOTORISTS COVERAGE and UNDERINSURED MOTORISTS COVERAGE is the LIMIT OF INSURANCE shown in the Declarations as applicable to owned "autos".

5. Our obligation to pay for, repair, return or replace damaged or stolen property under PHYSICAL DAMAGE COVERAGE, will be reduced by a deductible equal to the amount of the largest deductible shown for any owned private passenger type "auto" applicable to that coverage. If there are no

owned private passenger type "autos", the deductible shall be \$50 for Comprehensive Coverage and \$100 for Collision Coverage. No deductible will apply to "loss" caused by fire or lightning.

E. Additional Definition

As used in this section; **R. DRIVE OTHER CAR COVERAGE:**

"Family member" means a person related to the individual named in **R.1.a** by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

S. KNOWLEDGE OF OCCURRENCE

The following is added to Section **IV** - Business Auto Conditions, Paragraph **A.2.**:

- d. Notice of an "accident" or "loss" will be considered knowledge of yours only if reported to you, if you are an individual, a partner, an executive officer or an employee designated by you to give us such notice.
- e. Notice of an "accident" or "loss" to your Workers Compensation insurer, for an event which later develops into a claim for which there is coverage under this policy, shall be considered notice to us, but only if we are notified as soon as you know that the claim should be addressed by this policy, rather than your Workers Compensation policy.
- f. Your rights under this policy shall not be prejudiced if you fail to give us notice of an "accident" or "loss", solely due to your reasonable and documented belief that the event is not covered by this policy.

The following is added to Section **IV** - Business Auto Conditions, Paragraph **2.b.**:

- (6) Knowledge of the receipt of documents concerning a claim or "suit" will be considered knowledge of yours only if receipt of such documents is known to you, if you are an individual, a partner, an executive officer or an employee designated by you to forward such documents to us.

T. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to Section **IV** - Business Auto Conditions, Paragraph **A.5.**:

We waive any right of recovery we may have against any "insured" provided coverage under this endorsement under **B., ADDITIONAL INSURED BY CONTRACT OR AGREEMENT**, but only as respects "loss" arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions or conditions of the written contract or agreement.

U. UNINTENTIONAL OMISSIONS

The following is added Section IV - Business Auto Conditions, Paragraph B.2.:

We will not deny coverage under this policy if you fail to disclose all hazards existing as of the inception date of the policy, provided such failure is not intentional.

V LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

RETIRED