



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – SPECIFIED PERSON(S) OR ORGANIZATION(S)

This endorsement modifies insurance provided under the following:

CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM

SCHEDULE

Person(s) Or Organization(s):	By Written Request
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With respect to coverage provided under this endorsement only, the following is added under Section III – Who Is An Insured:

Each of the following is an insured under all Insuring Agreements and Supplementary Payments:

The Person(s) Or Organization(s) shown in the Schedule of this endorsement, provided you have agreed to provide additional insured status in a written contract or agreement that was executed prior to the:

1. Commencement of "your work"; and
2. Date the "pollution conditions" first commenced.

The Person(s) Or Organization(s) shown in the Schedule of this endorsement is an insured only with respect to "bodily injury", "property damage", or "cleanup costs" caused by a "pollution condition" for which such Persons(s) Or Organization(s) is liable because of "your work". There is no coverage under this insurance for any "claims" arising out of the sole negligence of such Person(s) Or Organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law;
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Is limited to the lesser of the Limits Of Insurance shown in the Declarations or the amount required by the written contract or agreement.

All other terms and conditions remain unchanged.

- a. You must notify us in writing as soon as possible the specifics of the "claim" and the date received; and
- b. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summons, or legal papers received in connection with the "claim";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement, or defense of the "claim";
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply; and
 - (5) Submit to examination under oath as often as reasonably required by us.
- 3. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, without our written consent. However, written consent is not required with respect to:
 - a. "Crisis management costs" that have been reported in accordance with Insuring Agreement **A.5**. Crisis Management Costs; or
 - b. "Emergency response costs" that have been reported and approved by us or our appointed representative by use of the emergency response hotline.
- 4. Notice to your insurance agent or broker does not constitute notice to us for purposes of the receipt of notice.

D. Independent Counsel

In the event the insured is entitled by applicable law to select independent counsel to defend a "claim" or "suit" at our expense, the attorneys' fees and all other expenses we must pay to that counsel are limited to the rates we actually pay to counsel we retain in the ordinary course of business in the defense of similar claims or suits in the community where the "claim" arose or the "suit" is being defended.

Additionally, we may exercise the right to require that such counsel have certain minimum qualifications with respect to their competence including at least five years of experience in defending "claims" or "suits" similar to the one pending against the insured and to require such counsel have errors and omissions insurance coverage with a limit at least equal to this Policy's applicable Each Insuring Agreement Limit.

With respect to any such counsel, the insured agrees that counsel will:

- 1. Respond timely and regularly to our request for information regarding the "claim" or "suit"; and
- 2. Provide regular status reports, budgets, case plans, and updates on significant developments.

Furthermore, the insured may at any time, by the insured's written consent, freely and fully waive these rights to select independent counsel.

E. Legal Action Against Us

No person or organization has a right under this Policy to:

- 1. Join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- 2. Sue us on this Policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial, but we will not be liable for "losses" that are not payable under the terms of this Policy or that are in excess of the applicable Limit Of Insurance. An agreed settlement means a settlement and release of liability signed by the insured and the claimant or the claimant's legal representative.

F. Other Insurance

If other valid and collectible insurance is available to the insured for "loss" we cover under this Policy, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary except when Paragraph **2.** below applies. If this insurance is primary:

- a. This insurance is not contributory with any other insurance available to any third-party liability policy if required by a written contract, signed by both parties, and executed prior to the commencement of operations or "your work".
- b. Our obligations are not affected unless any of the other insurance is also primary. In that case, we will share with all such other insurance by the method described in Paragraph 3. below.

2. Excess Insurance

- a. This insurance is excess over:
 - (1) Any other insurance, whether primary, excess, contingent, or on any other basis if you are an insured on an insurance policy that applies to "your work" performed at a specific job site and that insurance policy applies to a specific job site;
 - (2) Any other valid and collectible insurance available to you covering liability for "losses" arising out of "your work", including that work for which you have been added as an additional insured by an endorsement, by definition in a contract or agreement, or by combination thereof;
 - (3) Any other valid and collectible insurance available to any person or entity performing functions for others on your behalf as defined in "your work" in this Policy;
 - (4) Any valid and collectible project-specific insurance policy, owner's protective insurance policy, owner-controlled insurance policy, contractor-controlled insurance policy, wrap-up policy, or similar insurance program under which an insured is covered; or
 - (5) Any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, covering a:
 - (a) "Transportation pollution condition", if Insuring Agreement A.2. Transportation Pollution Liability is shown as purchased in the Declarations;
 - (b) "Pollution condition" on a "non-owned disposal site", if Insuring Agreement A.3. Non-Owned Disposal Site Liability is shown as purchased in the Declarations; or
 - (c) "Pollution condition" resulting from "your work" if you are an insured on an insurance policy that applies to "your work" performed at a specific job site or if you are added as an additional insured on another insurance policy.
- b. When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- c. When this insurance is excess over other insurance, we will pay only our share of the amount of the "loss", if any, that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the damages in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining "loss", if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this Policy.

3. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the "loss" remains, whichever comes first. However, our contribution will not apply until our applicable Deductible or Self-Insured Retention is satisfied.

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

G. Premium Audit

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional 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 the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom you have agreed, prior to an "occurrence," to obtain additional insured coverage in a written contract or agreement. However, this endorsement provides coverage only if the written contract	All work performed by Scanlon Excavating & Concrete, Inc
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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(s) designated above.

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization with whom you have agreed, prior to an "occurrence," to obtain additional insured coverage in a written contract or agreement. However, this endorsement provides coverage only if the written	All work performed by Scanlon Excavating & Concrete, Inc
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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(s) designated above.

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.

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Person or Organization: Any person or organization with whom you have agreed, prior to an "occurrence", to be added as an insured under this policy.</p> <p style="text-align: center;">, IL</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization with whom you have agreed, prior to an "occurrence," to obtain additional insured coverage in a written contract or agreement. However, this endorsement provides coverage only if the written	All work performed by Scanlon Excavating & Concrete, Inc
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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(s) designated above.

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.

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s): Scanlon Farms , IL</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented 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.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Additional Insured Engineer(s), Architect(s) Or Surveyor(s) Not Engaged By The Named Insured:

Any person or organization with whom you have agreed, prior to an "occurrence," to obtain additional insured cov
, IL

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, 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 performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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 services, including:

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – LESSOR OF LEASED
EQUIPMENT – AUTOMATIC STATUS WHEN
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) 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(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. 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 endorsement ends when their contract or agreement with you for such leased equipment ends.

B. 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Person or Organization: Any person or organization with whom you have agreed, prior to an "occu</p> <p style="text-align: center;">, IL</p>
<p>Location And Description of Completed Operations: All work performed by Scanlon Excavating & Concrete, Inc</p>
<p>Additional Premium: \$750</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization with whom you have agreed, , IL	All work performed by Scanlon Excavating & Concrete, Inc
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization with whom you have agreed, , IL	All work performed by Scanlon Excavating & Concrete, Inc

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ADDITIONAL INTEREST NAME EXTENSION

An Additional Interest that requires additional space to display the complete name is shown in the schedule of this endorsement.

SCHEDULE

Form Applicable to Additional Interest:

CG2010 Add'l Insured-Owners/Lessees/Contr

Additional Interest Name:

Any person or organization with whom you have agreed, prior to an "occurrence," to obtain additional insured coverage in a written contract or agreement. However, this endorsement provides coverage only if the written contract or agreement specifies that you provide additional insured coverage utilizing this endorsement's specific coverage form and edition date.

ADDITIONAL INTEREST NAME EXTENSION

An Additional Interest that requires additional space to display the complete name is shown in the schedule of this endorsement.

SCHEDULE

Form Applicable to Additional Interest:

CG2010 Add'l Insured-Owners/Lessees/Contr

Additional Interest Name:

Any person or organization with whom you have agreed, prior to an "occurrence," to obtain additional insured coverage in a written contract or agreement. However, this endorsement provides coverage only if the written contract or agreement specifies that you provide additional insured coverage utilizing this endorsement's specific coverage form and edition date.

ADDITIONAL INTEREST NAME EXTENSION

An Additional Interest that requires additional space to display the complete name is shown in the schedule of this endorsement.

SCHEDULE

Form Applicable to Additional Interest:

CG2010 Add'l Insured-Owners/Lessees/Contr

Additional Interest Name:

Any person or organization with whom you have agreed, prior to an "occurrence," to obtain additional insured coverage in a written contract or agreement. However, this endorsement provides coverage only if the written contract or agreement specifies that you provide additional insured coverage utilizing this endorsement's specific coverage form and edition date.

ADDITIONAL INTEREST NAME EXTENSION

An Additional Interest that requires additional space to display the complete name is shown in the schedule of this endorsement.

SCHEDULE

Form Applicable to Additional Interest:

CG2010 Add'l Insured-Owners/Lessees/Contr

Additional Interest Name:

Any person or organization with whom you have agreed, prior to an "occurrence," to obtain additional insured coverage in a written contract or agreement. However, this endorsement provides coverage only if the written contract or agreement specifies that you provide additional insured coverage utilizing this endorsement's specific coverage form and edition date.

ADDITIONAL INTEREST NAME EXTENSION

An Additional Interest that requires additional space to display the complete name is shown in the schedule of this endorsement.

SCHEDULE

Form Applicable to Additional Interest:

CG2037 Add'l Insured-Owners/Contractors Completed Ops

Additional Interest Name:

Any person or organization with whom you have agreed, prior to an "occurrence," to obtain additional insured coverage in a written contract or agreement. However, this endorsement provides coverage only if the written contract or agreement specifies that you provide additional insured coverage utilizing this endorsement's specific coverage form and edition date.

ADDITIONAL INTEREST NAME EXTENSION

An Additional Interest that requires additional space to display the complete name is shown in the schedule of this endorsement.

SCHEDULE

Form Applicable to Additional Interest:

CG2037 Add'l Insured-Owners/Contractors Completed Ops

Additional Interest Name:

Any person or organization with whom you have agreed, prior to an "occurrence," to obtain additional insured coverage in a written contract or agreement. However, this endorsement provides coverage only if the written contract or agreement specifies that you provide additional insured coverage utilizing this endorsement's specific coverage form and edition date.

ADDITIONAL INTEREST NAME EXTENSION

An Additional Interest that requires additional space to display the complete name is shown in the schedule of this endorsement.

SCHEDULE

Form Applicable to Additional Interest:

CG2037 Add'l Insured-Owners/Contractors Completed Ops

Additional Interest Name:

Any person or organization with whom you have agreed, prior to an "occurrence," to obtain additional insured coverage in a written contract or agreement. However, this endorsement provides coverage only if the written contract or agreement specifies that you provide additional insured coverage utilizing this endorsement's specific coverage form and edition date.

ADDITIONAL INTEREST NAME EXTENSION

An Additional Interest that requires additional space to display the complete name is shown in the schedule of this endorsement.

SCHEDULE

Form Applicable to Additional Interest:

CG2037 Add'l Insured-Owners/Contractors Completed Ops

Additional Interest Name:

Any person or organization with whom you have agreed, prior to an "occurrence," to obtain additional insured coverage in a written contract or agreement. However, this endorsement provides coverage only if the written contract or agreement specifies that you provide additional insured coverage utilizing this endorsement's specific coverage form and edition date.

ADDITIONAL INTEREST NAME EXTENSION

An Additional Interest that requires additional space to display the complete name is shown in the schedule of this endorsement.

SCHEDULE

Form Applicable to Additional Interest:

CG2032 Add'l Insured-Engineers, Architects

Additional Interest Name:

Any person or organization with whom you have agreed, prior to an "occurrence," to obtain additional insured coverage in a written contract or agreement. However, this endorsement provides coverage only if the written contract or agreement specifies that you provide additional insured coverage utilizing this endorsement's specific coverage form and edition date.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PLUS PAK – COMMERCIAL AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage

1. Paragraph **A.1. Who Is An Insured** is amended by the addition of the following:

Newly Acquired Organizations

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if 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. This coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named Insured in the Declarations.

Employees As Insureds

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.

Employee Hired Autos

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

If Employee Hired Autos **CA 20 54** is attached to this policy, the Employee Hired Autos coverage described above does not apply.

Additional Insured By Written Contract

Any person or organization for whom you have agreed to add under a written contract or agreement. Such person or organization is an additional "insured" only with respect to your ownership, maintenance or use of a covered "auto".

This coverage is primary to and will not seek contribution from any other insurance available to an "insured" provided that:

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

2. Increased Supplementary Payments

Paragraph **A.2.a.(4)** is replaced by:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$300 a day because of time off from work.

3. Fellow Employee

Paragraph **B.5. Fellow Employee** does not apply to claims for "bodily injury" resulting from the use of a covered "auto" where the fellow "employee" is not immune from "suit" or civil liability for "bodily injury" by reason of Workers Compensation laws or other similar laws.

Coverage is excess over any other collectible insurance.

This amendment is not applicable in Virginia. See applicable Virginia Changes endorsement.

B. Changes In Physical Damage Coverage

1. Paragraph **A. Coverage** is amended by the addition of:

Loan/Lease Gap Coverage

In the event of a total "loss" to a covered "auto", of the private passenger or "light or medium truck" type, to which a loss payee applies under the Commercial Auto Coverage Part, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

The amount paid under the policy's Physical Damage Coverage and any:

- a. Overdue or any deferred 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.

This coverage applies only to "autos", of the private passenger or "light or medium truck" type, that:

- a. Are provided comprehensive and collision coverages by the attached policy and
- b. Have not been previously titled under the motor vehicle laws of any state.

The insurance provided is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

The Loan/Lease Gap Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on Auto Loan/Lease Gap Coverage Endorsement **CA 20 71**.

2. Paragraph **A.2. Towing and Labor** is replaced by:

2. Towing and Labor

We will pay up to a maximum of \$150 for towing and labor costs incurred each time a covered "auto", of the private passenger or "light or medium truck" type, is disabled. However, the labor must be performed at the place of disablement.

If a limit is shown in the Declarations for towing and labor costs, the Towing and Labor coverage described above does not apply.

3. Paragraph **A.4.a. Transportation Expenses** is replaced by:

a. Transportation Expenses

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

4. Paragraph **A.4.b. Loss of Use Expenses** is replaced by:

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500.

If Optional Limits – Loss of Use Expenses Endorsement **CA 99 90** is attached to this policy, the Loss of Use Expenses described above does not apply.

5. Paragraph **A.4. Coverage Extensions** is amended by the addition of:

Electronic Logging Devices

We will also pay, with respect to a covered "loss", up to \$5,000 in any one occurrence for the actual loss sustained to all electronic on-board recorder permanently installed in the "auto" but only with respect to a covered "auto".

A deductible of \$250 applies to any one occurrence.

In the event that there is more than one applicable deductible, only the highest deductible will apply.

Personal Property

If we pay for a "loss" to a covered "auto" caused by:

- a. Fire,
- b. Lightning,
- c. Theft or attempted theft if there are visible signs of someone breaking into the covered "auto" or the entire "auto" is stolen or
- d. Collision, we will extend coverage to pay for "loss" to personal property contained in or on the "auto" at the time of the "loss" to the "auto".

Under this extension:

- (1) The personal property must be owned by you, your family member or your employee.
- (2) We will pay up to \$500 in any one "loss".
- (3) This Personal Property coverage is excess over any other insurance available for the same "loss".
- (4) Personal Property does not include tools, jewelry, money or securities.

Rental Reimbursement

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

We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
- b. 30 days.

Our payment is limited to the lesser of the following amounts:

- a. Necessary and actual expenses incurred.
- b. \$100 per day.

This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger or truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under – Physical Damage Coverage Extension.

The Rental Reimbursement Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on Rental Reimbursement Coverage Endorsement **CA 99 23**.

Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and Comprehensive, Specified Causes Of Loss or Collision Coverages are provided for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of the private passenger or "light or medium truck" type.

The most we will pay for "loss" to any hired "auto" is the lesser of:

- a. \$75,000
- b. The actual cash value of the damaged hired "auto" or
- c. The cost of repairing or replacing the damaged or stolen hired "auto".

Our obligation to pay for repair, return or replacement of a stolen hired "auto", will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger or "light or medium truck" type for the applicable coverage.

Hired Auto Physical Damage Coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of the private passenger or "light or medium truck" type.

If symbol 08 or 68 is listed in the Covered Autos section of the Declarations as applying to any Physical Damage Coverages, the Hired Auto Physical Damage described above does not apply.

6. Paragraphs **B.3.a.** in the Business Auto Coverage Form and **B.4.a.** in the Motor Carrier Coverage Form are amended by the addition of the following:

Accidental Airbag Inflation

This exclusion does not apply to the accidental inflation of an airbag.

7. Paragraph **C. Limits of Insurance** is amended by the addition of the following:

Waiver of Depreciation – Private Passenger Vehicle

If we deem a covered "auto", of the private passenger type, to be a total loss, within 180 days of your purchase of the "auto", and it has not been previously titled under the motor vehicle laws of any state, at our option, we may:

- a. Replace the covered "auto" with a new "auto" of like make, model and year or
- b. Pay you an amount equal to the cost of the covered "auto" new, including taxes.

This coverage does not apply to a leased "auto".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this endorsement and this Coverage Form's Physical Damage Coverage

The Waiver of Depreciation – Private Passenger Vehicle Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on Replacement Cost Coverage – Private Passenger Types Endorsement **CA 04 41**.

8. Paragraph **D. Deductible** is amended by the addition of the following:

Attached Autos

If you have a loss to more than one covered "auto" when such covered "autos" are attached to one another at the time of "loss", then our obligation to pay will be reduced by the single highest applicable deductible.

Auto and Other Property Loss

If you have a covered "loss" to Covered Property under a Transportation, Trip Transit, or Motor Truck Cargo Legal Liability Coverage Form under this policy and a covered "loss" to a covered "auto" or more than one covered "autos" that are attached to one another at the time of "loss", then our obligation to pay will be reduced by the single highest applicable deductible.

Glass Repair – Waiver Of Deductible

If the Declarations indicates that Comprehensive Coverage applies, no Comprehensive Coverage deductible applies to the cost of repairing damaged glass on the covered "auto(s)".

C. Changes in Business Auto Conditions and Motor Carrier Conditions

1. Paragraph **A.2.a. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by the addition of the following:

This duty applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual,
- (2) A partner, if you are a partnership.
- (3) A member or manager, if you are a limited liability company or
- (4) An executive officer or insurance manager, if you are a corporation.

2. Paragraph **A.5. Transfer of Rights of Recovery Against Others To Us** is amended by the addition of the following:

This condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- a. Under a written contact or agreement with such person(s) or organization(s); and
- b. Prior to the "accident" or the "loss."

3. Paragraphs **B.5.b.** in the Business Auto Coverage Form and **B.5.f.** in the Motor Carrier Coverage Form are deleted.

If symbol 08 or 68 is listed in the Covered Autos section of the Declarations as applying to any Physical Damage Coverages, this item does not apply.

4. Paragraph **B.5** is amended by the addition of the following:

Employee Hired Autos

For Hired Auto Physical Damage Coverage, any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered "auto" you own.

If Employee Hired Autos Endorsement **CA 20 54** is attached to this policy, the Employee Hired Autos coverage described above does not apply.

D. Changes in Definitions

1. Paragraph **C.** is replaced by the following:
 - C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from any of these.
2. The following definition is added:

"Light or medium truck" means a truck of 20,000 lbs. or less gross vehicle weight.

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 party with whom the insured agrees to waive subrogation in a written contract

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
Insured
Scanlon Excavating & Concrete, Inc
Insurance Company
West Bend Insurance Company

Policy No.
B703884

Endorsement No.
Premium Included

Countersigned by _____