



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2025

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

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

<b>PRODUCER</b> Preferred Insurance Services, Inc 4100 Monument Corner Drive, Suite 400 Fairfax VA 22030	<b>CONTACT</b> <b>NAME:</b> Certificate Department <b>PHONE</b> (A/C. No. Ext): 703-667-5940 <b>E-MAIL</b> ADDRESS: certs@preferins.com	<b>FAX</b> (A/C. No): 703-991-4838
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Erie Insurance Company		26263
<b>INSURER B:</b> Erie Insurance Exchange		26271
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 1119098670**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Q61-0157234	1/22/2025	1/22/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Q01-2240092	1/22/2025	1/22/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			Q25-2270386	1/22/2025	1/22/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	Q85-2200814	1/22/2025	1/22/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Motor Truck Cargo			Q61-0157234	1/22/2025	1/22/2026	Each Vehicle \$1,000,000 Per Catastrophe \$2,000,000

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

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

**CERTIFICATE HOLDER****CANCELLATION**

PROOF OF INSURANCE

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – SPECIFIED OPERATIONS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above;

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" 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.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. 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 your operations for the person or organization described in Paragraph 1. above are completed.

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

This insurance does not apply to:

1. "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; or
- b. Supervisory, inspection, architectural, or engineering activities.

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 architectural, engineering, or surveying services.

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

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

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

1. Required by the contract or agreement described in Paragraph A.1.; 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.

Q61-0157234

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES, OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONTRACT OR AGREEMENT – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person or organization is an additional insured only with respect to liability for "bodily injury" and "property damage" caused in whole or in part, by "your work" performed for that additional insured described in Paragraph 1. or 2. above and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Must be caused in whole or in part by you or others acting on your behalf; and
2. Only applies to the extent permitted by law and will not be broader than that required by any written contract or agreement.

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

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

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" involved the rendering of or the failure to render any professional architectural, engineering or surveying 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 written contract or agreement you have entered into with the additional insured; 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.

Q61-0157234

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ERIESECURE BUSINESS EXTRA LIABILITY COVERAGES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

#### **A. Damage To Premises Rented To You - Fire Legal Liability**

1. Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – Insuring Agreement**, the following is added:

##### **Insuring Agreement**

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to buildings rented to you or occupied by you.

The damage must be caused by fire, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles, aircraft, smoke, vandalism, malicious mischief, water damage, or elevator collision.

2. The last paragraph of **Section I - Coverages - Coverage A - Bodily Injury And Property Damage Liability – 2. Exclusions** is deleted and replaced with the following:

Exclusions **2.c.** through **2.n.** do not apply to this coverage. A separate Limit of Insurance applies to this coverage as described in **Section III - Limits of Insurance**.

We do not cover liability assumed by the insured except in an "insured contract".

3. Under **Section V – Definitions**, Paragraph **9.a.** of "insured contract" is deleted and replaced by the following:

**9.a.** A contract for 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, windstorm, hail, explosion, riot, civil commotion, vehicles, aircraft, smoke, vandalism, malicious mischief, water damage, or elevator collision to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

#### **B. Host Liquor Liability Coverage**

Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – 2. Exclusions** the following is added to **Liquor Liability**:

This exclusion does not apply to liability of the insured or the indemnitee of the insured arising out of the furnishing or serving of alcoholic beverages at functions incidental to your business, provided you are not engaged in the business of manufacturing, distributing, selling, serving, or furnishing of alcoholic beverages.

#### **C. e-Bikes**

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

##### **Insuring Agreement**

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" resulting from an accident arising out of the use of an "e-Bike" being operated by you or by your "employee" while performing duties related to the conduct of your business. The "e-Bike" must be owned, leased, hired, or rented by you for use in your business, or borrowed from your "employee" but only while such "e-Bike" is being used by an "employee" to perform duties related to the conduct of your business.

2. The exclusion under **Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability – 2. Exclusions – g. Aircraft, Auto or Watercraft** does not apply to this coverage.
3. Under **Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability – 2. Exclusions**, the following exclusions are added for e-Bike Coverage:

##### **a. Damage to Property**

"Property damage to:

- 1) any "e-Bike" that is owned, leased, hired, rented or borrowed for use in your business;
- 2) Personal property owned by you or the operator of the "e-Bike"; or
- 3) Personal property in the care, custody, or control of the operator of the "e-Bike"; or

- 4) Personal property that results from the handling of property while it is being loaded on or unloaded from the "e-Bike" to the place it is finally delivered.

**b. Fellow Employee**

"Bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

**c. Racing**

"Bodily Injury" or "Property Damage" arising out of any "e-Bike" being used in any prearranged or organized racing, speed or demolition contest, stunting activity or similar activities, or in practice for any such activities.

4. Under **Section V – Definitions**, the following is added:

"e-Bike" means a bicycle with an auxiliary electric power assist that is not subject to motor vehicle registration and does not exceed 28 mph.

**D. Non-Owned Watercraft**

Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – 2. Exclusions - g. Aircraft, Auto or Watercraft, Paragraph 2)a)** is deleted and replaced by the following:

- 2) A watercraft you do not own that is:
  - a) Less than 51 feet long; and
  - b) Not being used to carry person or property for a charge;

**E. Incidental Medical Malpractice**

1. Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – Insuring Agreement**, the following is added to Paragraph 1.:

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" arising from "incidental medical malpractice injury".

2. Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage – 2. Exclusions**, the following is added:

This insurance does not apply to:

- a. Expenses incurred by the insured for first aid to others at the time of an accident;
- b. "Bodily injury" arising from any insured if the insured is engaged in the business or occupation of providing the following services:

- 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;

- 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;

- 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

- 4) Health or therapeutic service, treatment, advice, or instruction.

- c. "Bodily injury" arising from any indemnitee if the indemnitee is engaged in the business or occupation of providing the following services:

- 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;

- 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;

- 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

- 4) Health or therapeutic service, treatment, advice, or instruction.

3. Under **Section V – Definitions**, the following is added:

"Incidental medical malpractice injury" means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- a. Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;

- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

- c. Health or therapeutic service, treatment, advice, or instruction.

**F. Volunteer Workers - Medical Payments**

Under **Section I – Coverages - Coverage C - Medical Payments - Insuring Agreement**, the following is added to Paragraph 1.:

We will pay medical expenses for "bodily injury" sustained by your volunteer workers caused by an accident while engaged in any of your insured operations.

## G. Attorneys' Fees

Under **Section I – Coverages - Supplementary Payments - Coverages A and B**, the following is added:

All reasonable attorneys' fees up to \$250 which the insured incurs because of arrest resulting from an accident involving "mobile equipment" covered by this policy.

## H. Municipal Supervisors

The following is added to **Section II – Who Is An Insured**:

Supervisors, if you are a municipality.

## I. Non-Owned and Hired Automobile Liability Insurance Coverage

### 1. Insuring Agreement - Non-Owned and Hired Automobile Liability Insurance Coverage

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" resulting from an accident covered by Non-Owned and Hired Automobile Liability Insurance Coverage.

For Non-Owned Automobile Liability Insurance Coverage, the accident must arise out of the use of any "non-owned auto" in your business by any person other than you. However, this insurance would apply for an accident arising out of the use of a customer's auto by you or your "employees" in the course of your business.

For Hired Automobile Liability Insurance Coverage, the accident must arise out of the maintenance or use of "hired autos" by you or your "employees" in the course of your business.

- b. This insurance applies to "bodily injury" and "property damage" only if:
  - 1) The "bodily injury" or "property damage" is caused by an accident that takes place in the "coverage territory"; and
  - 2) The "bodily injury" or "property damage" is caused by an accident during the policy period.

### 2. Exclusions

The following exclusions are added for **Non-Owned and Hired Automobile Liability Insurance Coverage**:

#### a. Damage To Property

"Property damage" to:

- 1) Property owned or transported by you; or

- 2) Personal property in the care, custody, or control of the insured.

#### b. Handling of Property

"Bodily injury" or "property damage" that results from the handling of property:

- 1) Before it is moved from the place where it is accepted by the insured for loading into or onto a "non-owned auto" or "hired auto"; or
- 2) After it is unloaded from a "non-owned auto" or "hired auto" to the place it is finally delivered by the insured.

#### c. Fellow Employee

"Bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

#### d. Racing

Any "auto" while being used in any prearranged or organized racing, speed, or demolition contest, stunting activity, or similar activities, or in practice for any such activities.

## 3. Section II - Who Is An Insured

For **Non-Owned and Hired Automobile Liability Insurance Coverage - Who Is An Insured** includes the following:

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. With respect to a "non-owned auto", any partner, member of a limited liability company, or executive officer, but only while such "auto" is being used in your business; or
- d. Any other person or organization, but only with respect to liability because of acts or omissions of the insured under Paragraphs **a.**, **b.**, or **c.** above.

## 4. The following are not included under **Section II - Who Is An Insured**:

- a. Any person, member of a limited liability company, or executive officer with respect to an "auto" owned by such partner, member of a limited liability company, or executive officer or a member of their household;
- b. Any person engaged in the business of their employer, with respect to "bodily injury" to any fellow "employee" of such person injured in the cause of their employment;



- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business" other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) of a "hired auto", the owner of a "non-owned auto", or any agent or employer of such owner or lessee; or
- e. Any person or organization with respect to the conduct of any current or past partnership, joint venture, or limited liability company shown as a Named Insured in the Declarations.

5. For **Non-Owned and Hired Automobile Liability Insurance Coverage** the following is added under **Section IV - Commercial General Liability Conditions - 4. Other Insurance - b. Excess Insurance:**

This insurance is excess over any other automobile insurance available to you.

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

"Auto business" means the business or occupation of selling, repairing, servicing, storing, or parking "autos".

"Hired auto" means any auto you lease, hire, rent, or borrow.

This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", any members of a limited liability company, any partner, "executive officer", or members of their households.

"Non-owned auto" means any "auto" you do not own, lease, hire, rent, or borrow which is used in connection with your business. This includes any "auto" owned by or registered in the name of:

- a. Your "employees" including members of their households;
- b. Partners, including members of their households, if you are a partnership; or
- c. Members of a limited liability company including members of their households;

but only while such "auto" is being used in connection with your business.

J. **Additional Insured – Managers or Owners of Buildings**

1. The following is added under **Section II - Who Is An Insured:**

The person or organization who owns, maintains, or uses that part of the premises leased to you, but only with respect to their liability arising out of the premises leased to you.

2. The following is added under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage – 2. Exclusions:**

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant of the premises;
- b. Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization who is the additional insured; or
- c. "Bodily injury" to "employees" of the person or organization arising out of and in the course of construction.

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

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

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

K. **Additional Insured – Mortgagee, Assignee, or Receiver**

1. The following is added under **Section II - Who Is An Insured:**

Any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract 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 their liability as a mortgagee, assignee, or receiver arising out of the ownership, maintenance, or use of the premises by you.

2. The following is added under **Section I – Coverages, Coverage A - Bodily Injury And Property Damage – 2. Exclusions:**

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

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

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

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

**L. Additional Insured – Lessor of Leased Equipment**

- 1. The following is added under **Section II - Who Is An 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 or advertising injury" caused, in whole or in part, by your maintenance, operation, or use of equipment leased to you by such person or organization. However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. 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 coverage ends when their contract or agreement with you for such leased equipment ends.

- 2. The following is added under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage – 2. Exclusions** as well as **Section I – Coverages - Coverage B – Personal and Advertising Injury – 2. Exclusions:**

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

- 3. Under **Section III – Limits Of Insurance**, the following is added with respect to insurance afforded to these additional insureds:

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

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

**M. Damage to Customers' Autos Coverage – Legal Liability**

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

**Insuring Agreement – Damage to Customers' Autos Coverage – Legal Liability**

We will pay those sums that the insured is legally obligated to pay as damages because of "property damage" to customers "autos" and "mobile equipment" parked or stored on the "premises" described in the "Declarations". This coverage includes "property damage" from any cause including collision and upset and includes glass breakage and contact with persons, animals, birds, missiles, falling objects, or elevators. Elevator means an auto servicing hoist or jack.

Coverage also applies while a customer's "auto" or "mobile equipment" is temporarily away from "premises" (in connection with the insured's business) or while any insured has control of such "auto" or "mobile equipment".

- 2. The following is added under **Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability – 2. Exclusions**, but only for **Damage to Customers' Autos Coverage – Legal Liability:**

**a. Owned, Rented, or Demo Autos**

This insurance does not apply to "property damage" to "autos" or "mobile equipment" owned, rented, or held for demonstration or sale by any insured under the policy.

**b. Employee Dishonesty**

This insurance does not apply to theft by you or your "employees", directors, trustees, authorized representatives, or any insured under this coverage.

**c. Wear and Tear**

This insurance does not apply to "property damage" to "autos" or "mobile equipment" caused by wear and tear, freezing, or mechanical or electrical breakdown or failure unless caused by another loss under these coverages.

**d. Defective Parts or Faulty Work**

This insurance does not apply to "property damage" to "your product" arising out of it or any part of it. This insurance also does not apply to



"property damage" to "your work" arising out of it or any part of it.

e. **Racing, Speed, or Demolition Contests**

This insurance does not apply to "property damage" to an "auto" or piece of "mobile equipment" while operated or being prepared for any prearranged or organized racing, speed, or demolition contest, or stunting activity.

3. For **Damage to Customers' Autos Coverage – Legal Liability**, the following is added under **Section IV – Commercial General Liability Conditions**:

**Deductible**

We will only pay those damages in excess of \$200 for all damages sustained by any one person because of "property damage" to their "auto" or "mobile equipment" as a result of any one "occurrence". We may pay all or part of the \$200 deductible in order to settle any claim or "suit". If we do so, you must repay us the deductible amount we paid.

When only a windshield is damaged, the deductible does not apply if the windshield is repaired and not replaced.

**Kentucky Only:** Should only safety equipment be damaged, we will not apply the deductible. Safety equipment means the glass and plastic used in the windshield, doors, and windows; and the glass, plastic, or other material used in the lights.

4. For **Damage to Customers' Autos Coverage – Legal Liability**, the following definition is added to **Section V - Definitions**:

"Premises" means the place where you conduct your operations shown in the Declarations, including the ways immediately adjoining. It does not include any portion of such premises where any other person or organization conducts operations.

N. **Waiver of Subrogation**

**Section IV – Commercial General Liability Conditions – Transfer of Right of Recovery Against Others to Us** is deleted and replaced by the following:

We waive any right of recovery against the Additional Insured because of payments we make under this Coverage Form. Such waiver by us applies only to the extent that the insured has waived its right of recovery against the Additional Insured prior to loss.

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 these rights.

O. **Primary and Non-Contributory Insurance**

Under **Section IV – Commercial General Liability Conditions - Other Insurance** the following is added to **Paragraph 4.:**

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.

P. **Definitions**

The following is added to the definition of "Products-completed operations hazard" under **Section V - Definitions**:

Includes all "bodily injury" and "property damage" arising out of "your product" if your business includes the handling or distribution of "your product" for consumption on premises you own or rent.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT**

**(VIRGINIA)**

*This enhancement endorsement modifies coverage provided in your Virginia Commercial Auto Policy (VACAP; Ed. 9/10) by amending language provided in forms CA0001 (Business Auto Coverage Form; Ed. 3/10), CA0116 (Virginia Changes – Business Auto Coverage Form; Ed. 10/15), and ADVA01 (Xtra Features Policy Change Endorsement; Ed. 3/16). It provides coverage enhancements to the following portions of your Commercial Auto Policy:*

**SECTION I – COVERED AUTOS**

**SECTION I – COVERED AUTOS** is amended by the addition of the following Paragraph:

**E. Hired Autos**

Coverage for hired “autos” is provided for up to 45 days anywhere in the world, but coverage only applies to hired “autos” when the “auto” is hired, leased, rented or borrowed for use in your business without a driver. However, this coverage does not apply if providing such coverage would be in violation of any economic or trade sanctions of the United States of America.

Physical Damage coverage up to \$100,000 actual cash value is provided on an excess basis for “autos” you hire, lease, rent or borrow if there is a covered “auto” we insure on the policy with physical damage coverage. A \$500 deductible applies per “loss”.

*The following subparts are added to this section:*

**SECTION II – LIABILITY COVERAGE**

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

- d. any employee of yours while using an “auto” you do not own, borrow or hire in your business or personal affairs.
- e. any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest if there is no similar insurance available to that organization. Coverage is afforded until the 180<sup>th</sup> day after you acquire or form the organization or to the end of the policy period, whichever is earlier. Coverage does not apply to “bodily injury” or “property damage” resulting from an “accident” that occurred before you acquired or formed the organization.

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 shown as a Named “Insured” in the Declarations.

- f. any person or organization with whom you agreed in a written contract, written agreement, or written permit to add as an additional “insured” on your policy is an additional “insured”. Such person or organization is an additional “insured” only with respect to your ownership, maintenance or use of an “auto” we insure. This coverage is primary and noncontributory with respect to the additional “insured”.

**SECTION III – PHYSICAL DAMAGE COVERAGE**

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

**h. Towing and Labor**

We will pay reasonable towing and labor costs to any covered “auto” you own. Labor must be done at the sight of the disablement.

**i. Replacement Cost Coverage**

We will pay full replacement cost coverage for any covered “auto” or “trailer” you own that is involved in a total “loss” resulting from an “accident” or theft that occurs within 90 days of the purchase date. The covered “auto” or “trailer” must have been purchased new by you (never previously titled), owned by you, and scheduled on the policy Declarations.

**j. Auto Loan/Lease Coverage**

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

1. The amount paid under the Physical Damage Coverage section of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the “loss”; and
  - 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.

The covered "auto" must have been leased or purchased new, and not previously titled to another person or corporation.

You are responsible for any deductibles that may apply.

#### **k. Loss of Use Expenses – Income Protection**

We will pay up to \$200 per day for loss of income resulting from a Comprehensive or Collision "loss" to a "covered auto" if the "loss" is caused by an interruption of business use of that "auto". The following provisions apply:

1. Coverage starts 48 hours after the date of the "loss" that causes the downtime. Downtime refers to the exact number of days the "covered auto" is down and cannot be used for business purposes;
2. Payment ends on the date the "auto" is returned to you in useable condition, or a replacement "auto" is made available to you. However, this coverage shall not exceed 30 days from the time payment begins;
3. You are required to make necessary replacement or repairs to resume operations as soon as possible;
4. Payment under this coverage will be excess over any payments made under the Comprehensive or Collision coverage section of the policy;
5. Coverage does not apply if a similar replacement vehicle is available that you could use to continue or resume business operations.

*The following additional coverages are provided:*

#### **MEDICAL EVACUATION BENEFITS**

If an emergency evacuation is required because of injury to you that results from an "accident" to a covered "auto", and a physician determines that adequate medical care cannot be performed locally if such injuries are suffered outside of the United States, the following benefits and expenses will be provided:

1. medical services required for evacuation to the nearest adequate medical facility;
2. escort services if you are disabled as recommended by a physician;
3. ambulance service to the nearest airport, including air ambulance service upon departure;

4. special transportation costs to return you to the United States, including the cost of a stretcher, oxygen or other supplemental medical devices as deemed necessary by a physician; and
5. any expenses above the cost of a return airfare ticket held by you, or in the absence of a ticket the cost of an economy airfare ticket.

The maximum benefit payable under this coverage shall not exceed \$50,000. However, this coverage does not apply if providing such coverage would be in violation of any economic or trade sanctions of the United States of America.

#### **REPATRIATION BENEFIT**

If you die from injuries suffered in a covered "accident", we will pay for expenses incurred for the preparation and transportation of your body back to the United States. The maximum benefit payable under this coverage shall not exceed \$25,000. However, this coverage does not apply if providing such coverage would be in violation of any economic or trade sanctions of the United States of America.

*The following optional coverage applies only if a premium is shown for COMMERCIAL AUTO ENHANCEMENT COVERAGE W/TRANSPORTATION EXPENSES on your Declarations:*

#### **ADDITIONAL TRANSPORTATION EXPENSES**

##### **4. Coverage Extensions**

*Paragraph a. Transportation Expenses is deleted in the policy and policy change endorsement ADVA01 and replaced by the following:*

- a. We will pay for temporary transportation expenses incurred by you resulting from a covered "loss" under Comprehensive coverage, Fire, Theft and Windstorm coverage, Specified Causes of Loss coverage, and Collision coverage. We will pay these expenses until:
  - a. the covered "auto" is returned to you in reasonable condition; or
  - b. we offer settlement;

whichever comes first. The payment for transportation expenses resulting from a Comprehensive "loss", a Fire, Theft and Windstorm "loss", or a Specified Causes of Loss "loss" will not exceed \$65 per day nor total more than \$2,925 per "loss" unless a higher limit is purchased. The payment for transportation expenses resulting from a Collision "loss" will not exceed \$65 per day nor total more than \$2,925 per "loss" unless a higher limit is purchased. No waiting period applies.

This coverage is in addition to any Transportation Expenses Coverage purchased under this policy.

## **SECTION IV – BUSINESS AUTO CONDITIONS**

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

We waive any right of recovery we may have against a person or organization identified as an Additional Insured because of payments we make for injury or damage arising out of the ownership, maintenance or use of an “auto” under a contract with that Additional Insured.

ERIE INSURANCE  
WORKERS COMPENSATION AND EMPLOYERS LIABILITY  
WC 00 03 13 (Ed. 1/86) UF-8641  
Q85-2200814

## **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 any one not named in the Schedule.

### **Schedule**

“Organizations for which the Named Insured has agreed to by written contract executed prior to the loss to furnish waiver”