

Client#: 671676

SOLIAHEALT

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2022

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

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

PRODUCER Marsh & McLennan Agency LLC P. O. Box 71429 47 Postal Parkway Newnan, GA 30271-1429	CONTACT NAME: Amber C Zell
	PHONE (A/C, No, Ext): 770-683-1000 FAX (A/C, No): 770-683-1000
	E-MAIL ADDRESS: Amber.Zell@MarshMMA.com
	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Soliant Health, LLC 5550 Peachtree Parkway, Suite 500 Peachtree Corners, GA 30092	INSURER A : Everest Indemnity Insurance Company 10851
	INSURER B : Zurich American Insurance Company 16535
	INSURER C : Everest Denali Insurance Company 16044
	INSURER D : TDC Specialty Insurance Company 34487
	INSURER E : Lexington Insurance Company 19437
	INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:10000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	91MLN00259221	01/01/2022	01/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	91MLN00259221	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS	X	X	91CUN05467221	01/01/2022	01/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC1126143002	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	CL Crime			91CR000817221	01/01/2022	01/01/2023	\$3,000,000
A	Staffing Prof E&O		X	91MLN00259221	01/01/2022	01/01/2023	\$1MM/\$2MM
D	Medical Prof			MFP011882202	01/01/2022	01/01/2023	\$1MM/\$3MM

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

10 Days Notice for Nonpayment Cancellations and 30 Days Notice for all other Cancellations.

Medical Professional Liability Policy is claims made and has a retroactive date of 01/01/2020.

General Liability and Auto Liability is primary and non-contributory over any existing insurance and

limited to liability arising out of the operations of the named insured and where required by written

contract. Waiver of subrogation is applicable where required by written contract. The Workers Compensation

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

MOUNT DIABLO UNIFIED SCHOOL DISTRICT 1936 Carlotta Drive Concord, CA 94519	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 PETER J. KRALUSE

© 1988-2015 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

policy includes an Alternate Employer endorsement. Certificate Holder is/are included as Loss Payee regarding Crime Policy where required by written contract.

Auto Liability Additional Insured and Waiver of Subrogation is included per Form ECG047510115.

Hired and Non-Owned Auto Liability follows the General Liability, and the general liability provisions of additional insured extends to the Hired and Non-Owned Auto Liability.

Professional Liability includes Additional Insured Coverage per Form HPF0100010916.

Umbrella Policy follows form over General Liability/Hired and Non-Owned Auto Liability/Professional Liability policy 91MLN00259211.

Professional Liability Virginia Statutory Limits Endorsement applies per Form HPE-000063-06-20. Current limits effective July 1, 2022: \$2,550,000 each claim/\$7,650,000 Aggregate.

EXCESS MEDICAL PROFESSIONAL LIABILITY:

Policy Number: 6798437

Carrier (E): Lexington Insurance Company

Policy Period: 01/01/2022 - 01/01/2023

LIMIT: \$9,000,000 EACH CLAIM / \$9,000,000 AGGREGATE

SEXUAL ABUSE/ MOLESATION SUBLIMIT OF \$4,000,000 EACH CLAIM / \$4,000,000 AGGREGATE

Reference No. 131778

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

Name Of Additional Insured Person(s) Or Organization(s):

Any person(s) or organization(s) who you are required by contract or agreement to name as additional insured (s) on this policy as per the terms of this endorsement.

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 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 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.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL 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.

STAFFING INDUSTRY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Paragraph 2. Exclusions under Section I – Coverages (Coverage A – Bodily Injury and Property Damage Liability) is amended as follows:

Exclusion g. is deleted and replaced by the following:

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) Liability assumed under any "insured contract" for the maintenance or "loading or unloading" of an "auto";
- (6) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

Exclusion j. is deleted and replaced by the following:

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement. Additionally, paragraphs (3), (4), (5) and (6) do not apply to:

- (a) "Property Damage" to property rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by your "employee", "volunteer worker" or intern while that person is performing "staffing services" for your clients; or
- (b) Liability arising out of services performed by any individual or organization under written contract or written agreement with you who provides "staffing services" on your behalf and at your direction for your clients.

Paragraphs (4), (5) and (6) do not apply to "property damage" arising out of "staffing services".

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

2. Section I – Coverages (Coverage B – Personal and Advertising Injury) is amended as follows:

Exclusion k. does not apply.

Exclusions a., b., e., f., g., h., i., l., and p. do not apply to any insured who did not personally acquiesce in or remain passive after having personal knowledge of such conduct. Our obligation to pay shall be once the full extent of the assets of the responsible insured has been exhausted and once the Deductible as shown on the Declarations Page has been satisfied.

3. The following Exclusions are added to the policy:

This insurance does not apply to:

- A. "Bodily injury" or "property damage" or "personal and advertising injury" arising out of any activities or services rendered by any "PEO worker".
- B. "Bodily injury" or "property damage" or "personal and advertising injury" arising out of a "wrongful act" in the rendering of, or failure to render, any professional service for your client. For the purposes of this exclusion, "wrongful act" shall mean any actual or alleged error, omission, misstatement, or misleading statement by you or by any person for whose acts you are legally responsible during the course of providing "staffing services" to your clients.
- C. "Bodily injury" or "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service. This exclusion does not apply to your liability for "bodily injury" or "property damage" arising out of your "employee's" providing or failing to provide professional health care services to another of your "employees", but no "employee" is an insured for his or her providing or failure to provide such professional health care services.

4. Paragraph 1.d. under the Supplementary Payments Section of the policy is deleted and replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

5. **Section II – Who Is An Insured** is replaced by the following

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than an individual, partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Your "volunteer workers" or interns only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" or interns are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" or interns while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" or intern as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
you, any of your "employees", "volunteer workers", interns, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
However, your "employee", "volunteer worker", or intern is an insured for "property damage" to property rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by your "employee", "volunteer worker" or intern while that person is performing "staffing services" for your clients.
 - b. Any person (other than your "employee" or "volunteer worker" or intern), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 - e. Any individual or organization under written contract or written agreement with you who provides "staffing services" on your behalf and at your direction for your clients.

- f. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
 1. "Bodily injury" to an insured if another insured is driving the equipment; or
 2. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is insured under this provision.
3. 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 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed 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 not shown as a Named Insured in the Declarations.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. Paragraph 2.a. is replaced by the following:
 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
 - a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 You will not be considered to have knowledge of an "occurrence" or an offense which may result in a claim until any of the following is aware of such "occurrence" or offense:
 - (1) If you are an individual, you or your Risk Manager;
 - (2) If you are a corporation, your Corporate Officer or your Risk Manager;
 - (3) If you are a partnership or joint venture, your partner or member, or your Risk Manager; or
 - (4) If you are a limited liability company, your member or your Risk Manager.

2. Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is amended to include the following:

However, if any insured is required by a written contract or written agreement which is executed before a "staffing services" occurrence to waive their rights of recovery from others, we agree to waive our rights of recovery.

3. The following Condition is added:

Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as the day the revision is effective in your state.

SECTION V – DEFINITIONS is amended as follows:

1. The definition of "coverage territory" is replaced by the following:

"Coverage Territory" means anywhere in the world.

2. The definition of "employee" is replaced by the following:

ECG 04 780 08 16

© Everest Reinsurance Company, 2016

Page 4 of 5

"Employee includes but is not limited to a "leased worker" and a "staffing services worker". "Employee" does not include a "temporary worker" or a "PEO worker".

3. The following definitions are added:

- a. "PEO service" means staffing related services as a Professional Employer Organization (PEO) you provide to your clients and to "PEO workers" in connection with employment of such workers.
- b. "PEO worker" means a person you lease to your client under a written "PEO service" agreement or contract.
- c. "Staffing services" means services provided by a staffing company to their clients including but not limited to:
 - (1) Staffing related administrative services provided by an Administrative Services Organization (ASO).
 - (2) "PEO service";
 - (3) Staffing related services provided to your clients for the recruitment, selection and placement of a person for employment with a client.
 - (4) Vendor Management Service (VMS), means the facilitation, purchase and management of "staffing services" for clients including the placement and fulfillment of orders for "staffing services workers".
 - (5) Temporary, contingent or contract placement services;
 - (6) Services performed for a client company to supply that client with a "staffing services worker";
 - (7) Services performed on behalf of your client by a "staffing services worker" who is not a direct hire or permanent placement.
- d. "Staffing services worker" means a person who is furnished by you to your client to perform the duties to which you have agreed.

All other terms and conditions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STAFFING INDUSTRY PROGRAM COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM

For the purpose of this endorsement, it is hereby understood and agreed this policy is amended as follows:

1. The Duties In The Event Of Loss Condition under E. Conditions is amended to include the following:
Notwithstanding the foregoing, the named insured may designate a loss payee in the named insured's proof of loss with regard to any loss that results from the "Loss of Client Assets", and we shall issue payment for any such loss jointly to the named insured and the loss payee so designated.
2. The Definition of "Discover" or "Discovered" under F. Definitions is amended to include the following:
Discovery of loss by the insured occurs when the insured's human resources manager (or in the absence of such position, any equivalent positions) or any partner, owner or duly elected officer of the insured, first becomes aware of facts which would cause a reasonable person to believe that a loss covered by this insurance has been or will be incurred, even though the exact amount or details may not be known.
3. The following Definition applies:
"Agent" means a natural person, entity, firm, company, organization or association duly authorized by written contract to hold "money", "securities" for the insured.
4. The Cancellation provision contained in the ISO Common Policy Conditions Form IL 00 17 (including any state amendatory attached thereof) is amended to include the following:
 - A. With respect to any "employee", this policy shall be canceled as follows:
 - (1) Immediately upon discovery of any dishonesty by an individual not in collusion with the "employee" provided that such conduct involved loss of "money", "securities" or other property valued above \$5,000; or
 - (2) 60 days after the receipt by the Named Insured of written notice of cancellation from us.
 - B. With respect to any "agent", this policy shall be canceled as follows:
 - (1) Immediately upon discovery of any dishonesty by an individual not in collusion with the "agent"; or
 - (2) Immediately from the time the insured or any owner, partner or officer not in collusion with the "agent" shall have knowledge or information that the "agent" has committed any "agent" "theft" or dishonest act; or
 - (3) 60 days after the receipt by the Named Insured of written notice of cancellation from us.
5. Exclusion 1. In the Loss of Clients Assets Coverage Endorsement is deleted in its entirety

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference any paragraphs in the Commercial General Liability Coverage Part. Insurance is provided only with respect to those coverages for which a specific Limit of Insurance is shown:

Coverage	Limit Of Insurance Per "Occurrence"	Aggregate Limit	Premium
Hired/Non-Owned Auto Liability Insurance	\$ 1,000,000	\$ 1,000,000	\$ Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

A. Hired Auto Liability

The insurance provided under the **Bodily Injury And Property Damage Liability** coverage applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

B. Non-Owned Auto Liability

The insurance provided under the **Bodily Injury And Property Damage Liability** coverage applies to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" by any person in the course of your business.

C. Changes In Exclusions

With respect to the insurance provided by this endorsement:

1. The following **Bodily Injury And Property Damage Liability** exclusions do not apply:
 - a. Contractual Liability;
 - b. Liquor Liability;
 - c. Employer's Liability;
 - d. Aircraft, Auto Or Watercraft;
 - e. Mobile Equipment;
 - f. Damage To Property;

- g. Damage To Your Product;
- h. Damage To Your Work;
- i. Damage To Impaired Property Or Property Not Physically Injured; and
- j. Recall Of Products, Work Or Impaired Property.

2. The following Bodily Injury And Property Damage Liability exclusions are added:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - (1) That the insured would have in the absence of the contract or agreement; or
 - (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.
- b. "Bodily injury" to:
 - (1) An "employee" of the insured arising out of and in the course of:



- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay the damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) "Bodily injury" to domestic "employees" not entitled to workers' compensation benefits.
- c. "Property damage" to:
 - (1) Property owned or being transported by, or rented or loaned to the insured; or
 - (2) Property in the care, custody or control of the insured.

D. Who Is An Insured

For the purposes of this endorsement only, the **Who Is An Insured** section is replaced by the following:

WHO IS AN INSURED

- 1. Each of the following is an insured under this insurance to the extent set forth below:
 - a. You.
 - b. Any other person using a "hired auto" with your permission.
 - c. With respect to a "non-owned auto", any partner or "executive officer" of yours, but only while such "non-owned auto" is being used in your business.
 - d. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under Paragraphs a., b. or c. above.

2. None of the following is an insured:

- a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment;
- b. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in performing duties related to the conduct of 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" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
- e. Any person or organization 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.

E. Limits Of Insurance

For the purposes of this endorsement only, the **SECTION III Limits Of Insurance** section is replaced by the following:

LIMIT OF INSURANCE

Regardless of the number of "hired autos", "non-owned autos", insureds, premiums paid, claims made or vehicles involved in the "occurrence", the most we will pay for all damages resulting from any one "occurrence" is the applicable limit shown in the Schedule of this endorsement or in the Declarations. The Aggregate Limit shown in the Schedule of this endorsement or in the Declarations is the most we will pay for the sum of all "occurrences" covered by this endorsement.

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

F. Changes In Conditions

For the purposes of this endorsement only, the **Other Insurance** provision of the **Commercial General Liability Conditions** section is replaced by the following:

OTHER INSURANCE

This insurance is excess over any primary insurance covering the "hired auto" or "non-owned auto".

G. Additional Definitions

For the purposes of this endorsement only, the following definitions are added to the **Definitions** section.

1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
2. "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", your partners or your "executive officers", or members of their households.
3. "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 "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

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

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION