



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/13/2024

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 USI Insurance Services LLC 2375 E. Camelback Rd, Suite 250 Phoenix, AZ 85016	CONTACT NAME: Brynn Johnston PHONE (A/C, No, Ext): 602-374-1311 E-MAIL ADDRESS: brynn.johnston@usi.com		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		
INSURED Grand Canyon University 3300 W. Camelback Road Phoenix, AZ 85017	INSURER A : Church Mutual Ins Co		NAIC # 18767
	INSURER B : United Educators Ins, Recip Risk Ret Gr		10020
	INSURER C : CopperPoint Premier Insurance Co		12741
	INSURER D : Liberty Mutual Insurance Company		23043
	INSURER E : Argonaut Insurance Company		19801
	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	040037125616747	08/01/2023	08/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	040037109616764	08/01/2023	08/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	P0572N	08/01/2023	08/01/2024	EACH OCCURRENCE \$30,000,000 AGGREGATE \$30,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			1021953 (AZ,NM,NV,CO,UT)	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000
D				WC929008744034 (All Other States)	07/01/2023	07/01/2024	E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Educator's Legal Liability			040037135602319	07/01/2023	07/01/2024	\$1,000,000 Limit \$100,000 Deductible
A	Sexual Misconduct			040037125616747	08/01/2023	08/01/2024	\$1M Ea. Claim/\$1M Agg.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Please note the limits provided above are reflective of the limits available under the policy as required by the contract with the policy holder. The actual limits of the policy may be higher than those contractually required. It is the position of the policy holder that only the above limits are available to the Certificate Holder.
 (See Attached Descriptions)

CERTIFICATE HOLDER Mt. Diablo Unified School District 1936 Carlotta Drive Concord, CA 94519	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Professional Liability, and Excess Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability and Automobile Liability policies contain a special endorsement with "Primary and Noncontributory" wording, when required by written contract. The General Liability, Automobile Liability, Excess Liability, and Workers Compensation policies provide a Waiver of Subrogation when required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EDUCATIONAL INSTITUTIONS - GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CLAIMS-MADE VERSION)

This endorsement broadens coverage. However, coverage for any injury, damage, or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and the coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement.

SCHEDULE

The following Schedule is a general description of the amended coverages and limits of insurance provided by this endorsement. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties and what is and is not covered.

DESCRIPTION OF COVERAGE	LIMIT OF INSURANCE / TERM
<ul style="list-style-type: none"> • Pollution Amendment - Educational Materials 	
<ul style="list-style-type: none"> • Pesticide Or Herbicide Application 	
<ul style="list-style-type: none"> • Watercraft 	
<ul style="list-style-type: none"> • Damage To Premise Rented To You - Fire, Lightning, Explosion, Smoke Or Leakage From Automatic Fire Protection Systems 	Equal to the Each Occurrence Limit shown in the Declarations
<ul style="list-style-type: none"> • Personal And Advertising Injury For Insured's Media And Internet Type Businesses 	
<ul style="list-style-type: none"> • Medical Payments Extension 	
<ul style="list-style-type: none"> • Supplementary Payments - Coverages A And B <ul style="list-style-type: none"> ○ Bail Bonds ○ Earnings ○ Loss To Property Of Others ○ Each Occurrence 	Up to \$2,500 Up to \$500 per day \$1,000
<ul style="list-style-type: none"> • Broaden Definition Of Named Insured <ul style="list-style-type: none"> ○ Unnamed Subsidiaries ○ Public Entities, Colleges Or Schools, Elected Or Appointed Officials, Trustees, Commissioners And Members Of Your Boards ○ Student Teachers ○ Employees And Volunteer Workers - Bodily Injury To Coemployees And Covolunteer Workers ○ Student Groups And Members 	

DESCRIPTION OF COVERAGE	LIMIT OF INSURANCE / TERM
<ul style="list-style-type: none"> • Automatic Additional Insureds <ul style="list-style-type: none"> ○ Persons Or Organizations As Required By Written Contract Or Agreement ○ Lessors Of Leased Equipment ○ Mortgagees, Assignees Or Receivers ○ Owners, Managers Or Lessors Of Premises ○ Governmental Entities - Permits Or Authorizations Relating To Premise ○ Governmental Entities - Permits Or Authorizations Relating To Operations 	
• Incidental Medical Malpractice	
• Newly Formed Or Acquired Entities	180th day
• Duties In The Event Of Occurrence, Claim Or Suit	
• Primary And Noncontributory - Other Insurance Condition	
• Waiver Of Right Of Recovery By Written Contract Or Agreement	
• Liberalization	
• Unintentional Failure To Disclose Hazards	
• Bodily Injury - Mental Anguish	
• Temporary Worker	

A. Pollution Amendment - Educational Materials

1. The following is added to Subparagraph **(1)(a)** of Exclusion **f. Pollution** under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability**:

However, this subparagraph does not apply to:

(iv) "Bodily injury" or "property damage" caused by "pollutants" that are meant for use in a classroom or training facility for educational purposes. This exception does not apply to "pollutants" meant for use in operating, servicing, maintaining or repairing "autos" or "mobile equipment" unless the "bodily injury" or "property damage" arises out of a "short-term pollution event" and you notify us of the "short-term pollution event" as soon as practicable, but no more than 14 days after its ending.

2. The following definitions are added to the **Definitions** section:

a. "Short-term pollution event" means a discharge, dispersal, release or escape of "pollutants" which:

- (1)** Begins during the policy period;
- (2)** Begins at an identified time and place;
- (3)** Ends, in its entirety, at an identified time within 48 hours of the beginning of the discharge, dispersal, release or escape of the "pollutants";
- (4)** Is not a repeat or resumption of a previous discharge, dispersal, release or escape of the same pollutant from essentially the same source within 12 months of a previous discharge, dispersal, release or escape; and
- (5)** Does not originate from an "underground storage tank".

To be a "short-term pollution event", the discharge, dispersal, release or escape of "pollutants" need not be continuous. However, if the discharge dispersal, release or escape is not continuous, then all discharges, dispersals, releases or escapes of the same "pollutants" from essentially the same source, considered together, must satisfy Provisions **(1)** through **(5)** of this definition to be considered a "short-term pollution event".

- b. "Underground storage tank" means any storage tank, including any attached pumps, valves or piping, buried below the surface of the ground or water, or which, at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means. For the purposes of this definition, buried means that at least 10% of it is below the surface of the ground or water.

B. Pesticide Or Herbicide Application

Subparagraph (1)(d) of Exclusion f. **Pollution**, under Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if:

1. The application or use of pesticides or herbicides is by your "employees" who are licensed or certified; and
2. The application of such pesticides or herbicides complies with all applicable statutes, ordinances, regulations or license requirements of any federal, state or local government which apply to the pesticides or herbicides operations.

C. Watercraft

1. Provisions (2)(a) and (2)(b) of Exclusion g. **Aircraft, Auto or Watercraft** under Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability**, are replaced by the following:

This exclusion does not apply to:

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

- (a) Less than 60 feet long; and
- (b) Not being used to carry persons or property for a charge.

2. The following is added to Exclusion g. **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

A rowing shell or scull, canoe, rowboat, or similar human-powered watercraft owned or used by or rented to the insured regardless of its length.

3. **Section II - Who Is An Insured** is amended to include as an insured any person or organization legally responsible for the use of any watercraft you own, provided the actual use is with your permission.

D. Damage To Premises Rented To You - Fire, Lightning, Explosion, Smoke Or Leakage From Automatic Fire Protection Systems

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. The fourth from the last paragraph of Exclusion j. **Damage To Property** under Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems) to premises, including the contents of such premises, rented to you for a period of 30 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**.

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

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

3. Paragraph 6. under **Section III - Limits Of Insurance**, is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit which is equal to the Each Occurrence Limit shown in the Declarations is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

4. Paragraph a. of "insured contract" in the **Definitions** section is replaced by the following:

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

E. Personal And Advertising Injury

1. Subparagraph (1) of Exclusion **j. Insureds in Media And Internet Type Businesses** under Paragraph 2. **Exclusions of Section I - Coverages B - Personal Injury and Advertising Injury Liability** is deleted.
2. Exclusion **k. Electronic Chatrooms Or Bulletin Boards** under Paragraph 2. **Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability** is deleted and replaced with the following:

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control. However, this exclusion does not apply to internet instruction and coursework which is part of the Named Insured's curriculum over which the insured exercises control.

F. Medical Payments Extension

If **Coverage C - Medical Payments** is not otherwise excluded from this Coverage Part, then Subparagraph **a.(3)(b)** of Paragraph 1. **Insuring Agreement** under **Section I - Coverage C - Medical Payments** is deleted and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

G. Supplementary Payments - Coverages A And B

1. Paragraph **1.b.** of **Section I - Supplementary Payments - Coverages A and B** is deleted and replaced by the following:
 - b. Up to the amount shown in the Schedule of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. Paragraph **1.d.** of **Section I - Supplementary Payments - Coverages A and B** 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 earning up to the per day amount shown in the Schedule of this endorsement because of time off from work.
3. The following is added to **Section I - Supplementary Payments - Coverages A and B.**

We will pay for loss to property of others while in your temporary care, custody or control, not to exceed the Loss to Property of Others Each Occurrence limit shown in the Schedule of this endorsement caused by persons participating in an activity organized by you. Loss shall mean damage or destruction, but does not include disappearance, theft or loss of use. This insurance does not apply:

 - a. If coverage is provided by the Property Coverage Part (if any) of this policy; or
 - b. If the loss is covered by any other valid and collectible insurance.

H. Broadened Definition Of Who Is An Insured

1. Unnamed Subsidiaries

- a. The following is added to Paragraph 2. of **Section II - Who Is An Insured:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is an insured if:

- (1) You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- (2) Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- (1) Before you maintained an ownership interest of more than 50% in such subsidiary; or
- (2) After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

- b. Subject to **1.a.** above, the following are also insureds:
 - (1) If the subsidiary is an organization, the subsidiary's "executive officers" and directors are insureds, but only with respect to their duties as the subsidiary's officers or directors. The subsidiary's stockholders are also insureds, but only with respect to their liability as stockholders.
 - (2) If the subsidiary is a trust, the subsidiary's trustees are also insureds, but only with respect to their duties as trustees.

2. Public Entities, Colleges Or Schools, Elected Or Appointed Officials, Trustees, Commissioners And Members Of Your Boards

- a. The following is added to Paragraph **1.** of **Section II - Who Is An Insured:**

If you are designated in the Declarations as:

A public entity or a college or school, you are an insured. Your lawfully elected or appointed officials, "executive officers", directors, trustees and commissioners are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers", directors, trustees or commissioners. Members of "your boards" are also insureds, but only with respect to their duties for you or "your boards".

Any of your lawfully elected or appointed officials, "executive officers", directors, trustees or commissioners, or any members of "your boards", appointed at your request to serve with an outside tax-exempt entity will be deemed to be acting within the scope of their duties for you.

- b. The following replaces the first sentence of Paragraph **1.d.** of **Section II - Who Is An Insured:**

An organization other than a public entity, college or school, partnership, joint venture or limited liability company, you are an insured.

- c. The following are added to the **Definitions** section:

- (1) "Indian tribe" means a tribe, band, pueblo, village or community of American Indians, or Alaska Natives, that has been recognized as an Indian tribe by the government of:

- (a) The United States of America; or
- (b) Any state in the United States of America.

- (2) "Joint powers authority" means any organization formed by two or more public entities, or by a public entity and one or more "Indian tribes", that have agreed in a contract or agreement to jointly exercise any power common to them.

- (3) "Your boards" means any board, commission or other governmental unit or department that:

- (a) Is under your jurisdiction; and
- (b) Is funded and operated as part of your total operating budget.

"Your boards" does not include any board, commission or other governmental unit or department that are part of a "joint powers authority".

3. Student Teachers

The following is added to Paragraph **2.** of **Section II - Who Is An Insured:**

Any person while acting as a student teacher as part of his or her educational requirements.

4. Employees And Volunteer Workers - Bodily Injury To Coemployees And Covolunteer Workers

- a. The following replaces the first sentence of Paragraph **2.a.** of **Section II - Who Is An Insured:**

Your "volunteer workers" 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 public entity, college or school, 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.

"Volunteer workers" includes parent-teacher organizations and their members authorized by the Named Insured, but only when:

- (1) Under supervision required by your governing board; and
- (2) Performing services or activities authorized by you.

- b. The following is added to Paragraph **2.** of **Section II - Who Is An Insured:**

Any of your "employees" appointed at your request to serve with an outside tax-exempt entity will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

c. The following is added to Paragraph 2.a.(1) of Section II - Who Is An Insured:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

5. Student Groups And Members

The following is added to Paragraph 2. of **Section II - Who Is An Insured:**

Student groups and their members authorized by the Named Insured, but only when:

- a. Under supervision required by your governing board; and
- b. Performing services or activities authorized by you.

I. Automatic Additional Insured

Section II - Who Is An Insured is amended to include the following as additional insureds:

1. Persons Or Organizations As Required By Written Contract Or Agreement - Exception For Law Enforcement

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Occurs subsequent to the signing of that contract or agreement;
- b. Is caused, in whole or in part, by your acts or omissions or the acts or omissions of any person or organization acting on your behalf; and
- c. Arises out of your operations or the ownership, maintenance or use of premises you own or rent.

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 limit of insurance;

whichever is less.

Coverage under this provision does not apply to any:

- a. Law enforcement officer;
- b. Public safety organization; or
- c. Public entity;

that you contract with to enforce the law and protect persons or property for you or on your behalf.

2. Lessors Of Leased Equipment

- a. 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.

3. Mortgagees, Assignees Or Receiver

- a. Any person(s) or organization(s) that is a mortgagee, assignee or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by 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. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- 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.

4. Owners, Managers Or Lessors Of Premises

- a. Any person(s) or organization(s) that is a premises owner, manager or lessor, but only with respect to liability or "bodily injury", "property damage", or "personal and advertising injury" caused in whole or in part by your and those acting on your behalf in connection with the ownership, maintenance or use of that part of any premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

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

5. Governmental Entities - Permits Or Authorizations Relating To Premises

- a. Any state or governmental agency or subdivision or political subdivision that issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to you, subject to the following additional provision:

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

- (1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (2) The construction, erection or removal of elevators; or
- (3) The ownership, maintenance or use of any elevators covered by this insurance.

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.

6. Governmental Entities - Permits Or Authorizations Relating To Operations

- a. Any state or governmental agency or subdivision or political subdivision that has issued a permit or authorization with respect to operations performed by you or on your behalf, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- (a) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (b) 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.

- (2) This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- 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.

The addition of the above automatic additional insureds shall not increase the applicable limits of insurance.

J. Incidental Medical Malpractice

1. The following is added to Paragraph **2.a.(1)** of **Section II - Who Is An Insured**.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **2.a.(1)(a)** through **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- a. "Incidental medical services" by any "employee" of yours who is a nurse, nurse assistant, emergency medical technician or paramedic; or
- b. First aid, including first aid provided by a good Samaritan, by any of your "employees" or "volunteer workers", other than a doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid, including first aid provided by a Good Samaritan, during their work hours for you will be deemed to be acting within the scope of their employment or volunteer duties related to the conduct of your business.

2. The following is added to Subparagraph **(1)** of Paragraph **4.b.**, **Excess Insurance**, under **Section IV - Commercial General Liability Conditions**:

(1) This insurance is excess over:

Any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" or first aid to any person.

3. With respect to Incidental Medical Malpractice, the following is added to "occurrence" of the **Definitions** section.

An act or omission committed in providing or failing to provide "incidental medical services" or first aid to a person, unless you are in the business or occupation of providing professional health care services. This includes first aid provided by a good Samaritan. All related acts or omissions committed in providing or failing to provide "incidental medical services" or first aid to any one person will be considered one "occurrence".

4. The following are added to the **Definitions** section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

K. Newly Formed Or Acquired Entities

1. Paragraph **3.a** of **Section II - Who Is An Insured** is replaced by the following:

- a. Coverage under this provision is afforded only until the day shown in the Schedule of this endorsement after you acquire or form the organization or the end of the policy period, whichever is earlier;

2. The following is added to Paragraph 3 of **Section II - Who Is An Insured**:

Coverage under this provision is afforded only if you acquire or form the organization during the policy period.

L. Duties In The Event Of Occurrence, Offense, Claim Or Suit

The following is added to Paragraph **2.a.** of **Section IV - Commercial General Liability Conditions**:

This condition applies only when the "occurrence" or offense which may result in a claim is known to:

- (1)** You, if you are an individual;
- (2)** A partner, if you are a partnership; or
- (3)** An "executive officer" or insurance manager, if you are a corporation.

M. Primary And Noncontributory - Other Insurance Condition

The following is added to Paragraph **4. Other Insurance** of **Section IV - Commercial General Liability Conditions** 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.

N. Waiver Of Right Of Recovery By Written Contract Or Agreement

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**, of **Section IV - Commercial General Liability Conditions**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or agreement.

O. Additional Commercial General Liability Conditions

The following conditions are added to **Section IV - Commercial General Liability Conditions**:

1. Liberalization

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

2. Unintentional Failure To Disclose Hazards

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

P. Definitions

1. Bodily Injury - Mental Anguish

The definition of "bodily injury" in the **Definitions** section is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish, humiliation or death resulting from bodily injury, sickness or disease.

2. Temporary Worker

The following is added to the definition of "temporary worker" in the **Definitions** section:

"Temporary worker" does not include a substitute teacher.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SCHEDULE

The following Schedule is a general description of the amended coverages and Limits of Insurance provided by this endorsement. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties and what is and is not covered.

DESCRIPTION OF COVERAGE	LIMIT OF INSURANCE / TERM
<ul style="list-style-type: none"> • Broadened Who Is An Insured 	Board Members Newly Acquired Organization
<ul style="list-style-type: none"> • Supplementary Payments <ul style="list-style-type: none"> ○ Bail Bonds ○ Loss of Earnings 	Up to \$5,000 Up to \$500 per day
<ul style="list-style-type: none"> • Fellow Employee 	Managers or Officers
<ul style="list-style-type: none"> • Towing and Labor (Private Passenger, Light and Medium Truck) 	Up to \$100 per disablement No Deductible
<ul style="list-style-type: none"> • Glass Coverage Extension 	No Deductible for Bird or Animal – Falling Objects Or Missiles
<ul style="list-style-type: none"> • Transportation Expenses 	Up to \$100 per day Maximum of \$3,000
<ul style="list-style-type: none"> • Loss of Use Expenses 	Up to \$100 per day Maximum of \$1,000
<ul style="list-style-type: none"> • Airbag Accidental Discharge 	Up to \$2,500
<ul style="list-style-type: none"> • Automobile Rental Reimbursement 	\$100 per day Up to 30 days
<ul style="list-style-type: none"> • Auto Loan/Lease Gap 	Included
<ul style="list-style-type: none"> • Personal Effects 	\$500
<ul style="list-style-type: none"> • Hired Auto Physical Damage 	Up to \$100,000
<ul style="list-style-type: none"> • Risk Management and Monitoring Devices 	Included
<ul style="list-style-type: none"> • Duties In The Event of Accident Claim, Suit Or Loss 	Included
<ul style="list-style-type: none"> • Transfer Of Rights Of Recovery Against Others To Us 	Included
<ul style="list-style-type: none"> • Unintentional Error Or Omission 	Included

DESCRIPTION OF COVERAGE	LIMIT OF INSURANCE / TERM
• Supplementary Death Benefit	\$10,000 per person \$50,000 per accident
• Replacement Cost Coverage – Private Passenger Types	Within 180 days of new purchase or 7,500 miles, whichever occurs first
• Limited Waiver of Collision Deductible	Included
• Loss To Multiple Autos	Single Deductible

A. Broadened Who Is An Insured

The following is added to Paragraph **1. Who Is An Insured** of Paragraph **A. Coverage**, of **Section II – COVERED AUTOS LIABILITY COVERAGE**:

- d. Board members (and/or their spouse) while renting an "auto" on business for you.
- e. Any organization, other than a partnership or joint venture, newly acquired or formed by you during the policy period, provided you maintain ownership of more than 50% interest, provided:
 - (1) There is no similar insurance available to that organization.
 - (2) Unless you notify us to add coverage to your policy, the coverage the under this provision is afforded only up to a maximum of 180 days following the acquisition or formation of the organization or the end of the policy period, whichever occurs first.

This coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

B. Supplementary Payments

Paragraphs (2) and (4) of Paragraph **a. Supplementary Payments** of Paragraph **2. Coverage Extensions** of Paragraph **A. Coverage** of **Section II – COVERED AUTOS LIABILITY COVERAGE**, are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee

Paragraph **5. Fellow Employee** of Paragraph **B. Exclusions** of **Section II – COVERED AUTOS LIABILITY COVERAGE** does not apply to your managers or officers.

The insurance provided by this coverage extension is excess over any other collectible insurance.

D. Towing and Labor

Provided Towing and Labor coverage is not already provided, Paragraph **2. Towing and Labor**, of Paragraph **A. Coverage** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is replaced by the following:

2. Towing And Labor

We will pay up to \$100 for towing and labor costs incurred each time a covered "auto" of the private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

No deductible applies to this coverage.

If Towing and Labor coverage is provided elsewhere in this policy, this coverage extension does not apply.

E. Glass Coverage Extension

The following is added to Paragraph **3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles** of Paragraph **A. Coverage** of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible applies to glass breakage or "loss" to the windshield or windows.

F. Transportation Expenses

Paragraph **a. Transportation Expenses**, of Paragraph **4. Coverage Extensions** of Paragraph **A. Coverage**, of **SECTION III – PHYSICAL DAMAGE COVERAGE** is replaced by the following:

a. Transportation Expenses

We will pay up to \$100 per day, to a maximum of \$3,000, for temporary transportation expense incurred by you because of the total theft of a covered "auto". 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".

G. Loss Of Use Expenses

The last sentence of Paragraph **b. Loss Of Use Expenses** of Paragraph **4. Coverage Extensions** of Paragraph **A. Coverage** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is replaced by the following:

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$1,000.

H. Airbag Accidental Discharge

The following is added to Paragraph **4. Coverage Extensions** of Paragraph **A. Coverage** of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

c. Airbag Accidental Discharge

We will pay up to \$2,500 to repair or replace an airbag that accidentally deploys when not caused by a collision or comprehensive loss.

This coverage is excess of any other collectible insurance or warranty.

No deductible applies to this coverage extension.

Exclusion **3.** of Paragraph **B. Exclusions** of **SECTION III – PHYSICAL DAMAGE COVERAGE** does not apply to this coverage extension.

This coverage applies only if the Declarations indicate that Physical Damage Coverage is provided for the covered "auto".

I. Automobile Rental Reimbursement

The following is added to Paragraph **4. Coverage Extensions** of Paragraph **A. Coverage** of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

d. Automobile Rental Reimbursement

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

(2) 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.

(3) Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred.

(b) The maximum payment is \$100 per day.

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

(5) If "loss" results from the total theft of a covered "auto", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph **F.a. Transportation Expenses** of this endorsement or under the Physical Damage Coverage Extension.

J. Auto Loan/Lease Gap Protection

1. Regarding a total "loss" to a "qualifying covered auto" due to a covered specified cause of loss, collision, or comprehensive "loss", we will pay any unpaid amount due on the loan or lease for a covered "auto", less:

- a. The amount paid under the Policy's Physical Damage Coverage; and
- b. Any:
 - (1) Overdue or any deferred lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.
- 2. The insurance provided by this coverage extension is excess over any other collectible insurance including but not limited to any coverage provided by or purchased for the lessor or any financial institution.
- 3. "Qualifying covered auto" means a covered "auto" that is subject to a loan or lease that:
 - a. Is the original loan or lease you entered into for such "auto";
 - b. Is written for a period of over six months; and
 - c. Requires you to secure and maintain direct primary insurance for the covered "auto".

K. Personal Effects

- 1. We will pay for "loss" to personal effects that are:
 - a. Owned by an "insured"; and
 - b. In or on your covered "auto".
- 2. This coverage extension only applies in the event of the total theft of your covered "auto".
- 3. However, the most we will pay for the "loss" to personal effects is \$500.
- 4. No deductible applies to this coverage extension.

L. Hired Auto Physical Damage

- 1. For each of your physical damage coverages provided by the policy to which this endorsement is attached, any "auto" you lease, hire, rent, or borrow, without a driver, from someone, other than your "employee" or partners, or any member of their household, is a covered "auto".
- 2. The most we will pay for any "loss" in any one "accident" is the least of the following amounts:
 - a. \$100,000;
 - b. The actual cash value of the damaged or stolen property as of the time of the "loss";
 - c. The cost to repair the damaged or stolen property with property of like kind and quality; or
 - d. The cost to replace the damaged or stolen property with property of like kind and quality.
- 3. This coverage extension is subject to the highest physical damage deductible for any "auto".
- 4. If Hired Auto Physical Damage coverage is provided elsewhere in this policy, this coverage extension does not apply.

M. Risk Management And Monitoring Devices

The following is added to Paragraph **b.** of Paragraph 1. of Paragraph **C. Limits Of Insurance** of **Section III – Physical Damage Coverage**:

- (4) Electronic equipment includes risk management and monitoring devices.

N. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to Paragraph **2. Duties In The Event Of Accident, Claim, Suit Or Loss** of Paragraph **A. Loss Conditions** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- d. Your obligation to give us or our authorized representative prompt notice of an "accident", claim, "suit", or "loss" does not apply until such "accident" or "loss" is known to:
 - (1) You, if you are an individual;
 - (2) One of your partners, if you are a partnership;
 - (3) One of your members, if you are a limited liability company; or

(4) One of your directors, officers, or insurance managers, if you are a corporation.

We will not deny coverage based solely on late notice of the "accident", claim, "suit", or "loss" unless such late notice actually prejudiced us.

O. Blanket Transfer Of Rights Of Recovery Against Others To Us

The following is added to Paragraph 5. **Transfer Of Rights Of Recovery Against Others To Us** of Paragraph **A. Loss Conditions** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

We waive any right of recovery we may have against any person or entity because of any payment we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" if, prior to the "accident" that caused the "bodily injury" or "property damage", you assumed liability for such "bodily injury" or "property damage" under an "insured contract".

P. Unintentional Errors And Omissions

The following is added to Paragraph 2. **Concealment, Misrepresentation Or Fraud** of Paragraph **B. General Conditions** of **Section IV - Business Auto Conditions**:

The unintentional error, or omission of, any information given to us by you shall not prejudice your rights under this policy. However, this provision does not, in any manner, waive any right we otherwise may have to collect an additional premium under this policy or cancel or non-renew this policy.

Q. Supplementary Death Benefit

1. Coverage.

We will pay a supplementary death benefit, as indicated in **Paragraph 2. Limit of Insurance**, to the "beneficiary" of the "insured" because of death:

- a. Caused by an "auto" "accident"; and
- b. Sustained by an "insured" while wearing a "seat belt" in a covered "auto"; and
- c. If death from an "auto" "accident" occurs within one year of the date of such "auto" "accident."

2. Limit of Insurance.

Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "auto" "accident," the most we will pay for the death of any one "insured" is \$10,000 per person.

Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "auto" "accident," the most we will pay for the total of all Supplementary Death Benefits is \$50,000 per "auto" "accident."

In the event the number of deaths covered under the Supplementary Death Benefit exceeds five deaths, the Supplementary Death Benefit coverage for any one death is limited to \$50,000 divided by the number of deaths covered.

3. Proof of Claim For Death Benefit.

The "beneficiary" must furnish us with proof of death of the "insured," accompanied by a police report or other proof acceptable to the company that the "insured" at the time of the "auto" "accident" was wearing a "seat belt."

4. Other Insurance.

Any amounts payable under the supplementary death benefit shall not be reduced by any other amounts paid or payable under this policy.

5. Additional Definitions.

The following are added to the Definitions Section and have special meaning for Supplementary Death Benefit:

- a. "Insured" as used in this endorsement means the same persons who are covered under auto medical payments insurance and/or personal injury protection insurance provided by this policy.
- b. "Seat belt" means manufacturer installed manual or automatic safety belts or manufacturer installed seat and shoulder restraints or a child restraint device.
- c. "Beneficiary" means (in order of priority of payment):

- (1) The surviving spouse if a resident in the same household as the deceased at the time of the "auto" "accident," or

- (2) If the deceased is an unmarried minor, either of the surviving parents who had legal custody at the time of the "auto" "accident," or
- (3) The estate of the deceased.

R. Replacement Cost Coverage - Private Passenger Types

1. Coverage.

This coverage applies only if the Declarations indicate that Comprehensive Coverage or Comprehensive Coverage and Collision Coverage is provided for a covered "private passenger auto."

The provisions and exclusions that apply to **SECTION III - PHYSICAL DAMAGE COVERAGE** also apply to this coverage except as modified herein.

2. Limit of Insurance.

If, within 180 days of purchase of a "new" covered "private passenger auto," or 7,500 miles, whichever occurs first, the "private passenger auto" suffers a total loss under either Comprehensive Coverage or Collision Coverage, **Paragraph C., Limit Of Insurance** of **SECTION III – PHYSICAL DAMAGE COVERAGE**, is deleted and replaced by the following:

The most we will pay for "loss" in any one "accident" is the lesser of the:

- a. "Replacement cost" of your stolen or damaged covered "private passenger auto"; or
- b. Amount necessary to replace the covered "private passenger auto."

We reserve the right to replace the covered "private passenger auto" or to pay the loss in money.

3. Appraisal For Physical Damage Loss.

The term actual cash value in Paragraph 1. **Appraisal for Physical Damage Loss** of Paragraph A. **Loss Conditions** of **SECTION IV – BUSINESS AUTO CONDITIONS A** is replaced by "replacement cost."

4. Exclusions.

There is no coverage under Replacement Cost Coverage for "new" cars for:

- a. Any covered leased "private passenger auto," nonowned "private passenger auto" or temporary substitute "private passenger auto";
- b. Any covered "private passenger auto" that was not "new" when purchased;
- c. The covered "private passenger auto" if more than 180 days have elapsed since the date of purchase on the bill of sale for the covered "private passenger auto" or if the covered "private passenger auto" has been driven more than 7,500 miles if there have been fewer than 180 days since the date of purchase.

5. Additional Definitions.

The following are added to **SECTION V – DEFINITIONS** and have special meaning only for Replacement Cost Coverage - Private Passenger Types:

- a. "New" means a "private passenger auto" with less than 150 miles on the vehicle on the date of purchase.
- b. "Private Passenger Auto" means any owned four-wheeled motor vehicle including, but not limited to, sedans, coupes, hatchbacks, station wagons, sport utility vehicles, pick-up trucks, panel trucks, and vans, except vehicles which have a gross weight in excess of 10,000 lbs.
- c. "Replacement Cost" means the cost at the time of loss, of a "new" "private passenger auto" of the same make, model, and equipment as the one damaged, destroyed or stolen without depreciation.

S. Limited Waiver Of Collision Deductible

1. Coverage.

This coverage applies only if the Declarations indicate that Collision Coverage is provided for the covered "auto."

When there is a Collision loss to your covered "auto," the Collision deductible shown on the Declarations page does not apply if:

- a. That covered "auto" was legally parked when struck by another "auto" owned or operated by an identified person; or

- b. That covered "auto" was struck in the rear by another auto moving in the same direction and owned or operated by an identified person; or

2. Exclusions.

If the covered "auto" is struck by another "auto" that is also covered under this policy, the Collision deductible will apply.

T. Loss To Multiple Autos

1. Coverage.

We will pay for direct and accidental loss to your covered "auto," including its equipment, minus any applicable deductible shown in the Declarations. If loss to more than one of your covered "autos" results from the same collision, or comprehensive loss, only the highest applicable deductible will apply. We will pay for loss to your covered "auto" caused by:

- a. Comprehensive loss only if the Declarations indicate that Comprehensive Coverage is provided for that "auto."
- b. Collision only if the Declarations indicate that Collision Coverage is provided for that "auto."

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: GRAND CANYON UNIVERSITY</p> <p>Endorsement Effective Date: 08/01/2023</p>

SCHEDULE

<p>Name Of Person(s) Or Organization(s): Section II - Who is an insured is amended to include as an "insured" 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.</p> <p>Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that "insured". A person's or organization's status as an "insured" under this endorsement ends when your operations for that "insured" are complete.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
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.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "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 such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "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 such "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- 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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: GRAND CANYON UNIVERSITY
Endorsement Effective Date: 08/01/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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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

State	Blanket/Schedule/State
NM	BLANKET
AZ	BLANKET
CO	BLANKET
NV	BLANKET

Blanket Waiver: Anyone for whom you have agreed to provide this Waiver subject to the terms of this endorsement

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

This document may have been uploaded to the CopperPoint Portal.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

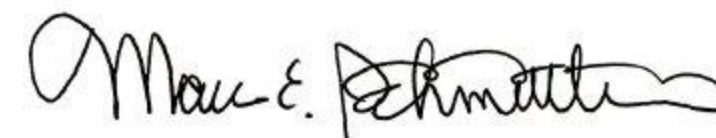
Endorsement Effective 07/01/2023
 Insured Grand Canyon University

Policy No. 1021953

Endorsement No. 7
 Premium \$

Insurance Company CopperPoint Premier Insurance Company

Countersigned by



UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

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. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

State	Blanket/Schedule
UT	BLANKET

Blanket Waiver: Anyone for whom you have agreed to provide this Waiver subject to the terms of this endorsement

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

This document may have been uploaded to the CopperPoint Portal.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2023
 Insured Grand Canyon University

Policy No. 1021953

Endorsement No. 15
 Premium 250

Insurance Company CopperPoint Premier Insurance Company

Countersigned by 

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

Blanket Waiver of Subrogation

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 Date: 07/01/2023 Policy No. WC929008744034 Endorsement No.
Policy Effective Date: 07/01/2023 - 07/01/2024 Premium \$
Insured: Grand Canyon University
DBA:
Carrier Name / Code: Argonaut Insurance Company

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