

AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Annual Supply
Food Service and Related Items
UNL RFP 2335-14-5010
Lancaster County
Extension
Cash-Wa Distributing Company

This Amendment is hereby entered into by and between Cash-Wa Distributing Company, 401 W. 4th Street, Kearney, NE 68848 (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending the Memorandum of Understanding (hereinafter MOU) dated November 14, 2017, executed under County Contract No. C-17-5010, for Annual Supply – Food Service and Related Items, UNL RFP 2335-14-5010, which is made a part hereof by this reference.

WHEREAS, the original term of the MOU is November 14, 2017 through July 31, 2018, with the option to renew for one (1) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by County Contract No. C-18-0515 on September 4, 2018 to renew the Contract for an additional one (1) year term, from August 1, 2018 through July 31, 2019; and

WHEREAS, the parties hereby extend the MOU for an additional five (5) month term beginning August 1, 2019 through December 31, 2019; and

WHEREAS, the expenditures for Lancaster County for the term of this extension shall not exceed \$5,000.00 without prior approval by the Lancaster County Board of Commissioners; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the MOU, under County Contract C-17-5010, all amendments thereto, and stated herein the parties agree as follows:

- 1) The parties hereby extend the MOU for an additional five (5) month term beginning August 1, 2019 through December 31, 2019.
- 2) The expenditures for Lancaster County for the term of this extension shall not exceed \$5,000.00 without prior approval by the Lancaster County Board of Commissioners.
- 3) All other terms of the MOU, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

Vendor Signature Page
Lancaster County Signature Page

Vendor Signature Page

AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Annual Supply
Food Service and Related Items
UNL RFP 2335-14-5010
Lancaster County
Extension
Cash-Wa Distributing Company

Please sign, date and return within 2 days of receipt.

Mail to: City/County Purchasing
Attn: Lori L. Irons
440 So. 8th St., Suite 200
Lincoln, NE 68508
Or email to: llirons@lincoln.ne.gov

Company Name:	Cash Wa Distributing Co.
By: (Please Sign)	<i>Bob Kruse</i>
By: (Please Print)	<i>Bob Kruse</i>
Title:	Director of Multi-Unit Accounts
Company Address:	401 w. 4th St. Kearney Ne 68845
Company Phone & Fax:	(308)237-3151
E-Mail Address:	bob.kruse@cashwa.com
Date:	7.12.19
Contact Person for: Orders or Service	Bob Kruse or Cindy Austin
Contact Phone Number:	(800) 652-0010 Ext 7265

Lancaster County Signature Page

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Annual Supply
Food Service and Related Items
UNL RFP 2335-14-5010
Lancaster County
Extension
Cash-Wa Distributing Company**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____



UNIVERSITY SERVICES
Procurement Services

5/28/19

Cash-Wa Distribution Co.
Attn: Chad Henning
401 West 4th Street
Kearney, NE 68848

Reference: Contract Extension for UNL Bid # 2335-14-5510 Prime Supplier Contract

Dear Mr. Henning:

The purpose of this letter is to inform you the University of Nebraska-Lincoln desires to extend the above referenced contract with Cash-Wa for an additional five-month period. The University of Nebraska-Lincoln expects all contracted products/pricing, terms, conditions, and all incorporated documents as set forth and referenced by the Letter of Agreement between the Board of Regents of the University of Nebraska and Cash-Wa, to remain in effect through December 31, 2019.

Please make all necessary arrangements to insure your Certificate of Insurance is current and will remain in effect throughout the extended contract period. A copy of your updated Certificate of Insurance should be sent to the Procurement Services office.

Thanks for your continued interest in the University of Nebraska. If you have any questions, please contact Sara Luther at 402-472-2218.

University of Nebraska-Lincoln

Cash-Wa Distribution Co.

Maggie C Witt 6/3/2019
Maggie Witt, C.P.M. Date

[Signature] 5/30/2019
Chad Henning Date

6/4/2019 William J. Nunez 6/4/2019
William J. Nunez Date

6/7/2019 Chris Kabourek 6/7/2019
Chris Kabourek Date

6/7/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Ongoing Operations

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

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

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

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

A person's or organization's status as an additional insured for ongoing operations ends when your operations for the person or organization described in Paragraph 1. above are completed.

With respect to insurance afforded to these additional insureds for ongoing operations, this insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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

Products-Completed Operations

Any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for such person or organization and included in the "products-completed operations hazard".

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

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

- C. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering

CG 72 46 11 15

of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

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

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

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

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

- E. With respect to the insurance afforded to these additional insureds, the following is added to **Section IV – Commercial General Liability Conditions, Condition 4. Other Insurance** 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.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ENHANCEMENT: WHOLESALERS/DISTRIBUTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions, and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Additional Insured - Vendors	Included	4
Additional Insured - Grantor of Franchise or License	Included	5
Additional Insured - Managers or Lessors of Premises	Included	5
Additional Insured - Co-owner of Insured Premises	Included	5
Additional Insured - Controlling Interest	Included	5
Additional Insured - Lessor of Leased Equipment	Included	5
Additional Insured - Mortgagee, Assignee or Received	Included	5
Additional Insured - Owners or Other Interest From Whom Land has been leased.	Included	5
Additional Insured - State or Political subdivision	Included	5
Aggregate Limit Per Location	Included	6
Blanket Waiver of Subrogation	Included	6
Blanket Primary and Non-contributory	Included	6
Broadened definition of Bodily Injury	Includes mental anguish	6
Broad Form Named Insured	Included	4
Coverage for injury to Leased Workers	Included	3
Damage to Premises Rented to you	\$1,000,000	3
Delivery Errors and Omissions	\$25,000 Occ/\$50,000 Agg	2
Duties in the event of Occurrence, Claim or Suit	Included	6
Incidental Medical Malpractice	Included	4
Liberalization	Included	6
Newly Formed or Acquired Organizations	180 days to report	4
Non-owned Watercraft	Less than 51 feet	3
Personal and Advertising Injury	Includes discrimination	7
Property of others in the Care, Custody or Control of the insured(Expanded Property Damage)	\$25,000 Occ/\$500 ded	3
Supplementary Payments - Bail Bonds/Loss of earnings	\$2,500/\$500	3
Supplementary Payments - Loss of Earnings	\$500 per day	3
Unintentional Failure to Disclose a Hazard	Included	6

A. DELIVERY ERRORS AND OMISSIONS

The following is added to **SECTION I – COVERAGES:**

COVERAGE D – DELIVERY ERRORS AND OMISSIONS

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a failure to deliver or a misdelivery of items you hold for sale by you or any of your "employees" or by a concessionaire trading under your name.
- b. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of such "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any claim and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in the Limits of Insurance section as stated in paragraph 3. below; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- c. This insurance applies only to errors in deliveries that take place or omissions of such deliveries that should have taken place in the "coverage territory" and during the policy period.

2. Exclusions

This insurance does not apply to:

- a. Intentional error or intentional misdelivery or intentional failure to deliver.
- b. "Bodily injury", "property damage" or "personal and advertising injury".
- c. Discrimination based on a customer's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition or residence location.
- d. Fines or penalties imposed on any insured.
- e. Liability for damages which the insured is obligated to pay by reason of the assumption of liability in a contract or agreement, whether or not such contract or

agreement is an "insured contract". This exclusion does not apply to liability for damages that the insured would have had in the absence of the contract or agreement.

- f. Non-pecuniary relief including but not limited to injunctive and other equitable relief.

3. Limits of Insurance

For the purposes of this Delivery Errors and Omissions coverage, the following is added to **SECTION III – LIMITS OF INSURANCE:**

- a. The most we will pay under this Delivery Errors and Omissions coverage for the sum of all damages arising out of any one "occurrence" is \$25,000 subject to a \$50,000 annual aggregate limit. Subject to the any one "occurrence" limit set forth in this paragraph, the annual aggregate limit is the most we will pay for the sum of all damages under this Delivery Errors and Omissions coverage. The limits of insurance set forth in this paragraph are the most we will pay regardless of the number of "insureds", acts, errors or omissions resulting in covered damages, claims made or "suits" brought, or persons or organizations making claims or bringing "suits". For purposes of determining the limits of insurance, any loss based upon a series of related errors, omissions and negligent acts constitutes only one "occurrence" which will be deemed to have arisen when the first error, omission or negligent act of that series occurred.
- b. The Limits of Insurance of Delivery Errors and Omissions coverage 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 Annual Aggregate and in which event the Annual Aggregate will be increased in proportion to the period of extension.
- c. Our obligation under the Delivery Errors and Omissions coverage to pay damages on your behalf applies only to the amount of damages in excess of \$500 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may pay any part or all of this deductible amount to effect settlement

of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

4. For the purposes of this Delivery Errors and Omissions coverage, the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition** under **Section IV – Commercial General Liability Conditions** is replaced by the following:

2. Duties In The Event of a Delivery Error or Omission

- a. You must see to it that we are notified as soon as practicable of an error or omission which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the error or omission took place; and
- (2) The names and addresses of the person(s) making claim against you.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of pertinent correspondence received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in our investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an error or omission to which this insurance may apply.

5. Supplementary Payments

The **Supplementary Payments** provisions applicable to **Coverages A** and **B** also apply to this Delivery Errors and Omissions.

B. SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended as follows:

1. **g. Aircraft, Auto or Watercraft (2) (a)** is replaced with:

(a) Less than 51 feet long; and

2. Exclusion **j.** is amended as follows:

(a) Exclusions **j.(3)**, **j(5)**, and **j.(6)** are deleted in their entirety.

(b) Exclusion **j.(4)** is deleted in its entirety and replaced by the following:

(4) Personal Property in the care, custody or control of the insured:

(a) While being transported by any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured.

Limit of Insurance – The most we will pay for damages for "property damage" coverage provided by this coverage in any one "occurrence" is \$25,000.

Deductible – Our obligation to pay for a coverage loss applies only to the amount of loss in excess of \$500. We will pay the deductible amount to effect settlement of any claim or "suit" and, upon notification of this action having been taken; you shall promptly reimburse us for the deductible as has been paid by us. This insurance is excess over any valid and collectible insurance.

3. The last paragraph of **2. Exclusions** is replaced by the following:

If **Damage to Premises Rented to You** is not otherwise excluded, exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of insurance.**

4. With respect to the Employer's Liability exclusion (**SECTION I**) only, the definition of "employee" in the **DEFINITIONS** Section is replaced by the following "Employee" does not include a "leased worker" or a "temporary worker".

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

1. **1.b.** replaced with:

b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. 1. d. replaced with:

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

D. ADDITIONAL INSURED SECTION II WHO IS AN INSURED is amended as follows:

1. 3.a. is replaced with:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

2. The following is added to paragraph 2.:e. Any organization which is a legally incorporated entity of which you own a majority interest of the voting stock on the effective date of this Coverage Form will be a Named Insured, provided there is no other available insurance to that organization.

3. **Incidental Medical Malpractice –Employed Physicians, Nurses, EMT's and Paramedics 2.a.(1)(d)** does not apply to a physician, nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

4. The following is added:

4. Additional Insured – Automatic Status When required in an Agreement with You

Who is an insured includes person(s) or organization(s) described in Paragraph a. – i. below with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

a. **Vendors** – but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. The following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf and which was not caused in whole or in part by you or any person or organization acting on your behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs d. or f. above; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed with you to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.'

However, this insurance afforded to such additional insureds described above:

- (a) Only applies to the extent permitted by law and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- b. Grantor of Franchise or License** with respect to their liability as grantor of a franchise or license to you. However, their status as additional insured under this policy ends:
- (1) when their contract or agreement with you granting the franchise or license ends or expires.
- (2) When your licenses is terminated or revoked prior to expiration of the license as stipulated by the contract or agreement.
- c. Managers or Lessors of Leased Premises** – with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
- (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 or organization.
- However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.
- d. Co-owners of Insured Premises** – with respect to their liability as co-owner of the premises.
- However, their status as additional insured under this policy ends when you cease to be co-owner of such premises with that person or organization.
- e. Controlling Interest** – with respect to their liability arising out of their financial control of you; or premises they own,

maintain or control while you lease or occupy these premises.

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

However, their status as additional insured under this policy ends when they cease to have such controlling interest.

- f. Lessors of Leased Equipment** – with respect to their 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). This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract or agreement with you for such leased equipment ends.

- g. Mortgagee, Assignee, or Receiver** – as respect to their liability as mortgagee, assignee, or receiver, and arising out of the ownership, maintenance or use of the premises by you.

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

However, their status as additional insured under this policy ends when their status as mortgagee, assignee or receiver ends.

- h. Owners or Other Interest from Whom Land has been Leased** – with respect to their liability arising out of the ownership, maintenance or use of that part of the land leased to you.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease the land.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to lease that land.

- i. State or Political Subdivisions – Permits Relating to Premises** - 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:

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

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivisions status as additional insured under this policy ends when the permit ends.

However, this insurance afforded to such additional insureds a. - i. described above:

- (a) Only applies to the extent permitted by law and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

E. SECTION III – LIMITS OF INSURANCE is amended as follows:

- 1. The following paragraph is added to paragraph 2: The General Aggregate Limit under Section III Limits of Insurance applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.
- 2. Paragraph 6 is replaced with:
 - 6. Subject to 5. Above, the Damage To Premises Rented to You Limit 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 sprinkler leakage, while rented to or temporarily occupied by you with permission of the owner. The limit is increased to \$1,000,000.
- 3. With respect to the insurance afforded any additional insureds, the following is added:
 - 8. 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.

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

- 1. **Knowledge of An Occurrence – The Following** is added to **2. Duties in the Event of Occurrence, Offense, Claim or Suit condition:**
 - e. Knowledge of an "occurrence", offense, claim or "suit" by an agent or employee of an insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership' or an executive officer or insurance manager, if you are a corporation received such notice of an "occurrence", offense, claim or "suit" from the agent or employee.
- 2. **6. Representations** is amended to include:
 - d. Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal
- 3. **8. Transfer of Rights of Recovery Against Others to Us** is amended to include:

If required by written contract executed prior to loss, we waive any right of subrogation we may have against the contracting 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 hazards".
- 4. The following condition is added as follows:
 - 10. **Liberalization**

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.
- 5. The following condition is added to **4. 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.

G. SECTION V – DEFINITIONS is amended as follows:

- 1. 3. "Bodily Injury" is deleted and replaced with the following:
"Bodily Injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

- 2. 14. Personal and Advertising Injury paragraph h. is added as follows:
 - h. Discrimination because of race, color, creed, national origin, age, sex or physical disability, where insurance therefore is not prohibited by law, but only if such discrimination is:
 - (1) not done intentionally by or at the direction of:
 - (a) the insured; or
 - (b) any executive officer, director, stockholder, partner or member of the insured staff; and
 - (2) not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION - PLATINUM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGES

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- C. Employees as insureds – Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement
- E. Supplementary Payments – Bail Bonds
- F. Supplementary Payments – Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment Interest Coverage
- I. Fellow Employees
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos – Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
- O. Deductible Amendments
- P. Expanded Transportation Expense
- Q. Extra Expense – Stolen Autos
- R. Physical Damage Limit of Insurance
- S. New Vehicle Replacement Cost
- T. Physical Damage Coverage Extensions
- U. Business Income and Extra Expense Coverage
- V. Transfer of Rights Of Recovery Against Others To Us
- W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Lockout
- Z. Cancellation Condition

COMMERCIAL AUTO

AC 70 06 03 16

A. EFFECT OF THIS ENDORSEMENT

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include 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 (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

C. EMPLOYEES AS INSUREDS – NONOWNED AUTOS

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

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

D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. SUPPLEMENTARY PAYMENTS – BAIL BONDS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

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

F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

1. The Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$500 in any one "accident". Coverage is excess over any other valid and collectible insurance.

2. The following paragraph is added to A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE:

- c. We will pay up to \$1,000 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

H. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

I. FELLOW EMPLOYEE

The Fellow Employee Exclusion of SECTION II - COVERED AUTOS LIABILITY COVERAGE, does not apply if the "bodily Injury" results from the use of a covered "auto" you own or hire. The insurance provided under this provision is excess over any other collectible insurance.

J. HIRED AUTO PHYSICAL DAMAGE

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$125,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

K. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I – COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or

e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

L. EXPANDED TOWING COVERAGE

1. We will pay up to:
 - a. \$150 for a covered "auto" you own of the private passenger type, or
 - b. \$750 for a covered "auto" you own that is not of the private passenger type, for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

M. AUTO LOAN OR LEASE COVERAGE

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:
 - a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this policy; and
 - b. Any:
 - 1) Overdue lease/loan payments at the time of the "loss";
 - 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - 3) Security deposits not refunded by a lessor;
 - 4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and
 - 5) Carry-over balances from previous leases.
2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.

COMMERCIAL AUTO

AC 70 06 03 16

3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

N. ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES

Under Paragraph C. Limit of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

O. DEDUCTIBLE AMENDMENTS

The following are added to the Deductible provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

P. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense in-

curred by you because of the total theft of a covered "auto" of the private passenger type.

We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 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".

Q. EXTRA EXPENSE – STOLEN AUTOS

The following paragraph is added to Section A.4. of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage.

R. PHYSICAL DAMAGE LIMIT OF INSURANCE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
 - b. The cost of repairing or replacing the damaged or stolen property.
2. \$2000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - c. An integral part of such equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
4. The cost of repairing or replacing may:

- a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and
 - b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

S. NEW VEHICLE REPLACEMENT COST

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1 and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."

In the event of a total "loss" to your "new vehicle" to which this coverage applies, we will pay at your option:

- a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previously

titled and which you purchased less than 365 days before the date of the "loss".

T. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

- b. Loss of Use Expenses

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

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

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

U. BUSINESS INCOME AND EXTRA EXPENSE COVERAGE

1. Business Income Coverage

We will pay the actual loss of business income sustained by you as a result of the necessary suspension of your business during the period of restoration due to "loss" to a covered "auto" used in your business. The loss must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

2. Extra Expense Coverage

We will pay the necessary and reasonable extra expenses that you incur during the period of restoration that you would not have incurred had there been no "loss" to a covered "auto" used in your business. The loss

**COMMERCIAL AUTO
AC 70 06 03 16**

must be caused by a cause of loss listed under item A1 of Physical Damage Coverage in this Coverage Part. Extra Expenses means those expenses you incur to avoid or minimize the suspension of business and to continue your business operations.

3. Additional Conditions

We will not pay for "loss" or expenses caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of your business, we will cover such "loss" that affects your business income. We will not pay under this coverage if you do not repair or replace the covered "auto". You must resume all or part of your business as quickly as possible. If you have other autos you can use to reduce the amount of loss payable under this coverage, you are required to use them. We will pay for expenses you incur to reduce the amount that otherwise would have been payable under this coverage. We will not pay more than the amount by which you actually reduce the business income loss or extra expense incurred.

4. Limit

The most we will pay for "loss" arising out of one covered "auto" is \$10,000 per loss with an annual aggregate of \$20,000. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

5. Definitions

- a. "Business Income" means the:
 - 1.). Net income (Net profit or loss before income taxes) that would have been earned or incurred if no loss would have occurred; and
 - 2.). Continuing normal operating expenses incurred, including payroll.
- b. "Period of Restoration" means the period of time that:
 - 1.). Begins:
 - (a) 24 hours after the time of loss for Business Income Coverage; or
 - (b) Immediately after the time of loss for Extra Expense Coverage; and
 - 2.) Ends at the earliest of:

- (a) The time required to resume your normal business operations; or
- (b) The time that is reasonably necessary to repair or replace the covered auto with a maximum time period of 180 days. Period of Restoration does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of pollutants. The expiration date of this policy will not cut short the period of restoration.

V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

- 6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE**
- a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer or insurance manager, if you are a corporation.
 - b. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be

**COMMERCIAL AUTO
AC 70 06 03 16**

considered breached unless the breach occurs after such claim or "suit" is known to:

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

X. HIRED CAR – COVERAGE TERRITORY

Item (5) of the Policy Period, Coverage Territory General Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

Y. EMERGENCY LOCKOUT

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your

covered "auto" and you are unable to enter such "auto", or

2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

Z. CANCELLATION CONDITION

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

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.

Form Number & Edition Date	Form Name
FORMS AND ENDORSEMENTS	
U-WC-D-314-A	07-94 WORKERS COMPENSATION INFORMATION PAGE
WC 99 03 02	05-04 FOREIGN VOLUNTARY COMPENSATION
U-WC-315-A	07-94 CLASSIFICATION SCHEDULE
U-WC-D-322-A	07-94 SUPPLEMENTAL INFORMATION PAGE
WC 00 00 00 C	01-15 INSURANCE POLICY
WC 00 01 06 A	04-92 LONGSHORE/HARBOR WORKERS' COMP COVG ENDT
WC 00 03 01 A	02-89 ALTERNATE EMPLOYER ENDORSEMENT
WC 00 03 03 C	10-04 EMPLOYERS LIABILITY COV ENDT
WC 00 04 04	04-84 PENDING RATE CHANGE ENDORSEMENT
WC 00 04 14	07-90 NOTIFICATION OF CHANGE IN OWNERSHIP ENDT
WC 00 04 14 A	01-19 90DAY REPORT-NOTIF CHANGE IN OWNERSHIP
WC 00 04 21 D	01-15 CATASTROPHE (OTHER THAN CERT ACTS) ENDT
WC 00 04 22 B	01-15 TERRORISM RISK PGM REAUTH ACT DISCL ENDT
WC 00 04 24	01-17 AUDIT NONCOMPLIANCE CHARGE ENDT
WC 00 04 25	05-17 EXPERIENCE RATING MODIFICATION FCTR REV
WC 99 00 02	10-99 SCHEDULE OF INSUREDS AND LOCATIONS
WC 00 03 13	04-84 WAIVER OF RIGHTS TO RECOVER FROM OTHERS
WC 99 06 43	01-13 BLANKET NOTIFICATION TO OTH CANC/NONREN
U-WC-332-A	07-94 CANCELLATION NOTICE
U-WC-320-A	07-94 SCHEDULE OF FORMS AND ENDORSEMENTS
U-GU-406-B	07-15 INSTALLMENT PREMIUM SCHEDULE
U-WC-198-C	07-93 FOREIGN VOL COMP & EMP LIAB COV ENDORSEM
WC 00 03 11 A	08-91 VOLUNTARY COMPENSATION AND EMPLOYERS COV
WC 00 03 02	04-84 DESIGNATED WORKPLACES EXCLUSION ENDT
WC 00 04 06 A	07-95 PREMIUM DISCOUNT ENDT
WC 05 04 02	11-90 CO CLASSIFICATION ENDORSEMENT
WC 15 04 01 A	01-10 KS FINAL PREMIUM ENDT
WC 15 06 01 A	01-87 KS CANCELATION & NONRENEWAL ENDT
WC 22 00 00 A	11-03 MN AMENDATORY ENDT
WC 22 06 01 D	08-06 MN CANCELLATION AND NONRENEWAL ENDT
WC260601C	07-96 NE CANCELATION & NONRENEWAL ENDT
WC 40 06 03	01-94 SD MANAGED CARE ENDT
WC400605B	04-06 SD CANCELLATION AND NONRENEWAL ENDT
WC 49 03 01	07-92 WY AMENDATORY ENDORSEMENT
WC990001A	04-10 WC AND EMPLOYERS LIABILITY IN WITNESS
WC 99 06 42 A	03-15 WASHINGTON CHANGES
WC 99 06 83	01-15 NORTH DAKOTA CHANGES
WC 15 04 04	03-96 KS PENDING LOSS COST ENDORSEMENT
WC 40 06 01 A	07-11 SD DIRECT ACTION STATUTE ENDT
U-WC-402-A	05-03 MODIFICATION OF TIME FOR NOTICE OF CANCL
U-WC-402-B	09-03 MODIFICATION OF TIME FOR NOTICE OF CNCL
WC 00 04 19	01-01 PREMIUM DUE DATE ENDORSEMENT

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.