

**Liability Insurance****Endorsement***Policy Period*            OCTOBER 31, 2017 TO OCTOBER 31, 2018*Effective Date*            OCTOBER 31, 2017*Policy Number**Insured**Name of Company*        GREAT NORTHERN INSURANCE COMPANY*Date Issued*                NOVEMBER 13, 2017

This Endorsement applies to the following forms:

**GENERAL LIABILITY**

Under Who Is An Insured, the following provision is added.

**Who Is An Insured****Additional Insured -  
Scheduled Person  
Or Organization**Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

**Liability Endorsement**

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

**Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

**Schedule**

THE STATE OF ARIZONA AND ITS DEPARTMENTS, AGENCIES, BOARDS,  
COMMISSIONS, UNIVERSITIES AND ITS OFFICERS, AGENTS AND  
EMPLOYEES

All other terms and conditions remain unchanged.

Authorized Representative



**Liability Insurance**

**Endorsement**

*Policy Period*                    OCTOBER 31, 2017 TO OCTOBER 31, 2018

*Effective Date*                    OCTOBER 31, 2017

*Policy Number*

*Insured*

*Name of Company*                GREAT NORTHERN INSURANCE COMPANY

*Date Issued*                        NOVEMBER 13, 2017

This Endorsement applies to the following forms:

**GENERAL LIABILITY**

**Conditions**

Under Conditions, Transfer Or Waiver Of Rights Of Recovery Against Others, the following provision is added:

**Transfer Or Waiver Of Rights Of Recovery Against Others**

However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies to the designated person or organization.

Designated Person Or Organization

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF ADMINISTRATION  
OFFICE OF SPECIAL EVENTS

\_\_\_\_\_  
THE STATE OF ARIZONA AND ITS DEPARTMENTS, AGENCIES, BOARDS,  
COMMISSIONS, UNIVERSITIES AND ITS OFFICERS, AGENTS AND  
EMPLOYEES

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**Liability Endorsement**  
(continued)

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. H. Q.", written over a horizontal line.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT - NEW YORK

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

#### 1. BROAD FORM INSURED

##### A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is an "insured" under any other automobile policy;
  - (b) That has exhausted its Limit of Insurance under any other policy; or
  - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

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

#### C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor; and
  - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
    - (1) You;
    - (2) Any of your "employees" or agents; or
    - (3) Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

#### D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:
  - (1) with respect to the operation, maintenance or use of a covered "auto"; and

(2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:

- (a) You executed the "insured contract" or written agreement; or
- (b) The permit has been issued to you.

**2. AMENDED FELLOW EMPLOYEE EXCLUSION**

**EXCLUSION 5. – FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE** is amended to add the following:

However, this exclusion only applies if the fellow "employee" is entitled to benefits under any of the following: workers' compensation, unemployment compensation or disability benefits law, or any similar law.

**3. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. – **TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

**4. RENTAL AGENCY EXPENSE**

Paragraph A. 4. – **COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add the following:

**c. Rental Expense**

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

**MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:**

- 1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
- 2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
- 3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
- 4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

**5. EXTRA EXPENSE – BROADENED COVERAGE**

Paragraph A.4. – **COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add the following:

**d. Recovery Expense**

We will pay for the expense of returning a stolen covered "auto" to you.

**6. AIRBAG COVERAGE**

Paragraph B.3.a. - **EXCLUSIONS – of SECTION**

**III – PHYSICAL DAMAGE COVERAGE** does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

**7. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

Paragraph C.1.b. – **LIMIT OF INSURANCE – of SECTION III - PHYSICAL DAMAGE** is deleted and replaced with the following:

2. \$2,000 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:

- (1) 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;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

**8. GLASS REPAIR – WAIVER OF DEDUCTIBLE**

Under Paragraph D. - **DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE** the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**9. TWO OR MORE DEDUCTIBLES**

Paragraph D.- **DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

- 1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
- 2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**10. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Paragraph A.2.a. - **DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must notify us as soon as reasonably possible when the "accident" is known to:
  - (1) You or your authorized representative, if you are an individual;

- (2) A partner, or any authorized representative, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The insured's name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

#### 11. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- 5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

#### 12. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

#### 13. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

#### 14. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5) - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

#### 15. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

WC 124  
(4-84)

WC 00 03 13

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 10/31/17 at 12:01 A. M. standard time, forms a part of  
(DATE)

Policy No. \_\_\_\_\_ of the VIGILANT INSURANCE COMPANY  
(NAME OF INSURANCE COMPANY)

issued to \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Signature

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.\*

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

THE POLICY SHALL BE ENDORSED TO INCLUDE THE FOLLOWING ADDITIONAL INSURED LANGUAGE: THE STATE OF ARIZONA ITS DEPARTMENTS, AGENCIES, BOARDS, COMMISSIONS, UNIVERSITIES AND ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES SHALL BE NAMED AS AN ADDITIONAL INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES PERFORMED BY, OR ON

THE STATE OF ARIZONA AND ITS DEPARTMENTS, AGENCIES, BOARDS, COMMISSIONS, UNIVERSITIES AND ITS OFFICERS, AGENTS AND EMPLOYEES  
EVENT INFORMATION; EVENT NAME:  
METRO PHOENIX MARCH FOR BABIES,