



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2025

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

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

PRODUCER Swingle, Collins & Associates 13760 Noel Road, Suite 600 Dallas TX 75240	CONTACT NAME: PHONE (A/C No. Ext): 972-387-3000		FAX (A/C, No): 972-387-3808
	E-MAIL ADDRESS: services@swinglecollins.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Great American Ins Co			16691
INSURER B : Travelers Casualty Insurance Company of America			19046
INSURER C : National Union Fire Ins Co of Pitt, PA			19445
INSURER D : Bridgefield Casualty Insurance Company			10335
INSURER E :			
INSURER F :			

INSURED AMERELE-01
 American Elevator
 1905 S Harvard Ave
 Oklahoma City OK 73128-3049

COVERAGES

CERTIFICATE NUMBER: 237837737

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GLP130318708	10/5/2024	10/5/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA2X73732A	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	BE015717450	10/5/2024	10/5/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0830-57455	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: WRWA Airport, Project Number: 2408. THE CITY OF OKLAHOMA CITY, THE OKLAHOMA CITY AIRPORT TRUST, AND C.H. Guernsey & Company ARE ADDITIONAL INSURED, WITH RESPECT TO LIABILITY, ARISING OUT OF THE PROJECT OR EVENT. (Project Engineer). Waiver of Subrogation applies as respects General & Auto Liability and Workers Compensation as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City, the Oklahoma City Airport Trust and C.H. Guernsey & Company (Project Engineer) 7100 Terminal Drive, Unit 937 Oklahoma City OK 73159	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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – 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 the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. 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.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|---|

A. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

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

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

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

Do not add this form to a policy. It is for informational purposes only.

COMMERCIAL AUTO

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. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(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.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(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.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

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

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

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

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

Do not add this form to a policy. It is for informational purposes only.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

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

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

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" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

Do not add this form to a policy. It is for informational purposes only.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

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

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELEVATOR CONTRACTOR PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS
COMMERCIAL GENERAL LIABILITY COVERAGE PART

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage	Limit of Insurance	Page
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Property Damage Elevators	Included	3
Property Damage Liability - Borrowed Equipment	Included	3
Damage to Premises Rented to You	\$300,000	3
Medical Payments Extension	\$10,000	4
Supplementary Payments - Bail Bonds	\$1,000	5
Supplementary Payments - Loss of Earnings	\$500	5
Broadened Named Insured	Included	5
Newly Formed or Acquired Organization	Included	5
Additional Insureds When Required by Written Contract, Written Agreement or Permit	Included	6
Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds - Limits of Insurance	Included	11
Knowledge of Occurrence, Claim or Suit	Included	11
Unintentional Failure to Disclose Hazards	Included	11
Notice of Occurrence	Included	11
Amended Bodily Injury Definition	Included	12
Broadened Mobile Equipment	Included	12

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Coverage	Limit of Insurance	Page
Personal and Advertising Injury Definition Amendment of Discrimination and Humiliation	Included	12
Incidental Malpractice Liability	Included	12
Waiver of Transfer of Rights of Recovery Against Others to Us	Included	13
Amended Insured Contract Definition	Included	13
Notice of Cancellation to Certificate Holder(s)	Included	14

A. Non-Owned Aircraft

Under paragraph 2. **Exclusions** of **SECTION I - Coverage A - Bodily Injury and Property Damage Liability**, exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. Non-Owned Watercraft

1. Under Paragraph 2. **Exclusions** of **SECTION I - Coverage A - Bodily Injury and Property Damage Liability**, Subparagraph (2) of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

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

However, the insurance afforded by this provision does not apply to watercraft 27 to 51 feet long if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

2. The following is added to **SECTION II - WHO IS AN INSURED:**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in charge of or occupied by you or the employer of any person who is an insured under this provision.

C. Property Damage - Elevators

- 1. Under Paragraph **2. Exclusions** of **SECTION I - Coverage A - Bodily Injury and Property Damage Liability**, Subparagraphs **(3)**, and **(4)** of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators.
- 2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 4. Other Insurance**, Paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. Property Damage Liability - Borrowed Equipment

- 1. Under Paragraph **2. Exclusions** of **SECTION I - Coverage A - Bodily Injury and Property Damage Liability**, Subparagraph **(3)**, and **(4)** of exclusion **j. Damage To Property** do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

E. Damage To Premises Rented To You

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

- 1. Under Paragraph **2. Exclusions** of **SECTION I - Coverage A - Bodily Injury and Property Damage Liability**:
- 3. The last paragraph of Paragraph **2. Exclusions** is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, or "explosion" 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.**

2. Paragraph 6. under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, 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 caused by fire, lightning, or "explosion" while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, or "explosion" proximately caused by the same event, whether such damage results from fire, lightning, or "explosion" or any combination of the three, shall be the greater of:

a. \$300,000; or

b. the amount shown in **DAMAGE TO PREMISES RENTED TO YOU-INCREASED LIMIT, CG8449**, if attached to the Policy.

3. Under **SECTION IV - Commercial General Liability Conditions**, Subsection 4. **Other Insurance**, Paragraph b. **Excess Insurance, item (ii)** where the words "Fire insurance" appear they are changed to "insurance for fire, lightning, or "explosion.""

4. As regards coverage provided by this provision **E. DAMAGE TO PREMISES RENTED TO YOU**, Paragraph 9.a. of **SECTION V - DEFINITIONS** is replaced with 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, or "explosion", to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract".

5. As regards coverage provided by this provision **E. DAMAGE TO PREMISES RENTED TO YOU**, **SECTION V - DEFINITIONS** is amended by the addition of the following definition:

"Explosion" means a sudden release of expanding pressure accompanied by a noise, a bursting forth of material and evidence of the scattering of debris to locations further than would have resulted by gravity alone.

Explosion does not include any of the following:

(a) artificially generated electrical current including electrical arcing, that disturbs electrical devices, appliances or wires;

(b) rupture or bursting of water pipes;

(c) explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control; or

(d) rupture or bursting caused by centrifugal force.

F. Medical Payments Extension

If **Coverage C - Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under paragraph 1.a. **Insuring Agreement** of **SECTION I - Coverage C - Medical Payments**, paragraph 1.a.(b) is amended as follows:

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

The Medical Expense Limit in paragraph 7. of **SECTION III-LIMITS OF INSURANCE** is replaced by the following Medical Expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

- a. \$10,000; or
- b. the amount shown in the Declarations for Medical Expense Limit.

This provision 7. is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**.

G. Supplementary Payments

- 1. In the **Supplementary Payments - Coverages A and B** provision, paragraph 1.b. is replaced with:
 - b. Up to \$1,000 for the 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. In the **Supplementary Payments - Coverages A and B** provision, paragraph 1.c. is replaced with:
 - c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
- 3. In the **Supplementary Payments - Coverages A and B** provision, paragraph 1.d. is replaced by the following:
 - d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off work.

H. Broadened Named Insured

Under **SECTION II - WHO IS AN INSURED**, the following item 2.e. is added:

- e. Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of voting stock on the effective date of this Coverage Part. The insurance afforded herein for any subsidiary not named in this Coverage Part as a Named Insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its Limits of Insurance.

I. Newly Formed or Acquired Organizations

Paragraph 3. of **SECTION II - WHO IS AN INSURED** is replaced by the following:

- 3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
- c. coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
- d. records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

J. Blanket Additional Insureds When Required by Written Contract, Written Agreement or Permit

The following is added to **SECTION II - WHO IS AN INSURED:**

4. Additional Insureds When Required by Written Contract, Written Agreement or Permit

- a. The persons or organizations described in paragraphs **b.** through **g.** below are also insureds (and may also be referred to below as additional insureds), but only if:
 - (1) either:
 - (a) you have agreed, in a written contract or oral agreement, to have such person or organization added as an additional insured under this Policy; or
 - (b) a permit issued to you by a state or political subdivision requires such person or organization to be added as an additional insured under this Policy;
 - and
 - (2) the "bodily injury," "property damage," or offense causing "personal and advertising injury" occurs subsequent to execution of the contract or agreement, or issuance of the permit.

No person or organization is an additional insured under paragraphs **b.** through **g.** if such person or organization is an insured by virtue of an endorsement issued by us and attached to this Policy.

b. Vendors

- (1) Subject to **a.**, above, any person or organization that distributes or sells "your product" in the regular course of that person's or organization's business (referred to below as vendor) as an additional insured, 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, and only if this Policy provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard."

However:

- (a) the insurance afforded to such vendor only applies to the extent permitted by law; and
 - (b) the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- (2) No vendor is an insured with respect to any:
- (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) express warranty unauthorized by you;
 - (c) physical or chemical change in the product made intentionally by the vendor;
 - (d) repackaging, except when "your product" is unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) 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 product;
 - (f) demonstration, installation, servicing or repair of "your product," except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) product which, after distribution or sale by you. Has 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 sole negligence of:
 - (i) the vendor for its own acts or omissions; or
 - (ii) the vendor's employees or anyone else acting on its behalf.
- However, paragraph (h) does not apply to:
- (i) the exceptions contained in subparagraphs (d) or (f); or
 - (ii) 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.
- (3) The coverage afforded for vendors under paragraph b. does not apply to any person or organization from whom you have acquired either such products, or any ingredient, part or container, entering into, accompanying or containing such products.

c. Lessors of Equipment

- (1) Subject to **a.**, above, any person or organization from whom you lease equipment is an additional insured, but 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 you lease from that person or organization. However:
 - (a) the insurance afforded to such additional insured only applies to the extent permitted by law; and
 - (b) 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) No such person or organization is an additional insured as respects any:
 - (a) "occurrence" which takes place before the equipment lease begins or after the equipment lease expires, or
 - (b) "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of such person(s) or organization(s).

d. Lessors of Land or Premises

- (1) Subject to **a.**, above, any person or organization from whom you lease land or premises is an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
However:
 - (a) the insurance afforded to such additional insured only applies to the extent permitted by law; and
 - (b) 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) No such person or organization is an additional insured as respects any:
 - (a) "occurrence" that takes place before you lease that land or premises; or
 - (b) "occurrence" that takes place after your lease ends; or
 - (c) structural alteration, new construction or demolition operation performed by or on behalf of such person(s) or organization(s).

e. Architects, Engineers or Surveyors

- (1) Subject to **a.**, above, any person or organization you engage as an architect, engineer, or surveyor is an additional insured, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with your premises or in the performance of your ongoing operations:

However:

- (a) the insurance afforded to such additional insured only applies to the extent permitted by law; and
- (b) 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) No such person or organization is an "additional insured" with respect to any:

- (a) "bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional service by or for you, including:
 - (i) the preparing, approving, or failing to prepare or approve, any map, shop drawing, opinion, report, survey, field order, change order, drawing, specification; or
 - (ii) any supervisory, inspection, architectural or engineering activity.

f. Permits Or Authorizations Relating To Premises Issued By State Or Governmental Agency Or Subdivision Or Political Subdivision

- (1) Subject to a., above, any federal, state, or local government or governmental agency or subdivision or political subdivision that issues you a permit.
- (2) No such government or agency is an additional insured with respect to any:
 - (a) "bodily injury," "property damage" or "personal or advertising injury" arising out of operations performed for that government or agency; or
 - (b) "bodily injury," "property damage" or "personal or advertising injury" including within the products-completed operations hazard."

g. Any Other Party

(1) Subject to a., above, any person or organization described neither:

- (a) as an insured in **SECTION II - WHO IS AN INSURED, 1. through 3.**, nor
- (b) as an additional insured in **b. through f.** above,

is an additional insured, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (i) in the performance of your ongoing operations;
- (ii) in connection with premises owned by or rented to you; or
- (iii) in connection with "your work" and included within the "products-completed operations hazard," but only if:

- i. the written contract or agreement requires you to provide such coverage to such additional insured; and
- ii. this Coverage Form provides coverage for "bodily injury" or "property damage" within the "products-completed operations hazard."

However:

- (a) the insurance afforded to such additional insured only applies to the extent permitted by law; and
- (b) 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."
- (c) with respect to the insurance afforded these additional insured(s), this insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering or failure to render any professional architectural, engineering or surveying services, including:
 - (i) the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (ii) supervisory, inspection, architectural or engineering activities.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

K. Primary and Non-Contributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an Additional Insured under any form or endorsement under this Policy.

Condition 4. **Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary 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.

L. Additional Insureds - Limits of Insurance

The following is added to **SECTION III - LIMITS OF INSURANCE**:

Additional Insureds - Limits of Insurance

The most we will pay on behalf of any additional insured described in J., above is the amount of insurance:

- a. required by contract or agreement; or
- b. available under the applicable Limits of Insurance shown in the Declarations

whichever is less.

Such amounts shall not increase the applicable Limits of Insurance shown in the Declarations.

M. Knowledge of Occurrence, Claim or Suit

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit**:

Knowledge of any "occurrence"; claim, or "suit" by any agent, servant or "employee" of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such "occurrence", claim or "suit" shall have been received by:

- a. you, if you are an individual;
- b. a partner, if you are a partnership; or
- c. an executive officer or insurance manager, if you are a corporation;
- d. a manager, if you are a limited liability company;
- e. a trustee, if you are a trust;
- f. an elected or appointed official, if you are a political subdivision or public entity.

N. Unintentional Failure to Disclose Hazards

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 6. **Representations**:

Failure of the Insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the Insured.

O. Notice of Occurrence

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim or Suit, a.:**

Failure of the insured to give first report of a claim to us shall not invalidate coverage under this Policy if the loss was inadvertently reported to another insurer. However, you shall report any such occurrence to us as soon as practicable once you become aware of such an error.

P. Amended Bodily Injury Definition

Under **SECTION V - DEFINITIONS**, Definition **3. Bodily Injury** is replaced by the following:

- 3. **"Bodily injury"** means bodily injury, sickness, or disease or "incidental medical malpractice" sustained by a person, including death of a person. "Bodily Injury" also means mental anguish, mental injury, or shock, if directly resulting from physical injury, sickness, or disease to that person.

Q. Broadened Mobile Equipment

- 1. Under **SECTION V - DEFINITIONS**, Definition **12. Mobile Equipment**, the following is added under **12.f.(1)**:

Provided that the vehicles have a Gross Vehicle Weight of 1,000 pounds or greater.

- 2. The following is added to **SECTION II - WHO IS AN INSURED**:

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in charge of or occupied by you or the employer of any person who is an insured under this provision.

R. Personal and Advertising Injury Definition Amendment of Discrimination or Humiliation

Under **SECTION V - DEFINITIONS**, Definition **14. Personal and Advertising Injury**, item **14.h.** is added:

- h. discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) not done intentionally by or at the direction of;
 - (a) an insured; or
 - (b) any "executive officer" director, stockholder, partner or member of the Insured; and
 - (2) not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

S. Incidental Malpractice Liability

- 1. **SECTION II - WHO IS AN INSURED** is amended by deleting item **2.a.(1)(d)** in its entirety and replacing it with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to physicians, dentists, nurses, emergency medical technicians or paramedics who are employed by you to provide medical or paramedical services.

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2. Under **SECTION V - DEFINITIONS** is amended by the addition of the following definition:

"Incidental medical malpractice" means bodily injury arising out of the negligent rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services provided you are not engaged in the business or occupation of providing any services referred to in this definition.

T. In **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added at the end of Condition 8. **Transfer of Rights of Recovery Against Others to Us:**

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of:

- a. your ongoing operations; or
- b. "your work" pursuant to a written contract between you and that person or organization and included in the "products-completed operations hazard";

but only if:

- c. you and that person or organization have agreed, in a written contract or agreement, that you waive such rights against that person or organization; and
- d. the injury or damage occurs only after you and that person or organization have signed the written contract or agreement described in c.

U. Amended Insured Contract Definition

1. Under **SECTION V - DEFINITIONS, 9. "Insured Contract"**, c. is replaced by the following:

- c. any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

2. Under **SECTION V - DEFINITIONS, 9. "Insured Contract"**, f. is replaced by the following:

- f. that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement:

- (1) that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

However, Paragraph f. does not include that part of any contract or agreement:

- (1) that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (b) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) under which the Insured, if an architect, engineer or survey or, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

V. The following Conditions are added to the **COMMON POLICY CONDITIONS**:

1. In the event of a cancellation, we will give written notice of such cancellation to certificate holder(s) at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium or 30 days before the effective date of cancellation if we cancel for any other reason. The notice to the certificate holder(s) will state the effective date of the cancellation. However, such notice of cancellation is solely for the purpose of informing the certificate holder(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.
2. This endorsement does not entitle the certificate holder(s) to any benefit, rights or protection under this policy.
3. Notices will be sent to the certificate holder(s) according to the information on file with the agent of record or with us. If the information provided for said certificate holder(s) is not accurate we assume no responsibility for the failure to notify. We will assume that all information pertaining to the certificate holder(s), including the mailing or email address, is accurate and correct as provided to the agent of record or to us.
4. Failure to give notice in accordance with the terms of this Condition does not:
 - a. Alter the effective date of policy cancellation, nonrenewal or expiration;
 - b. Render such cancellation ineffective;
 - c. Grant, alter, or extend any rights or obligations under this policy; or
 - d. Extend the insurance beyond the effective date of cancellation or policy expiration, whichever comes first.
 - e. Impose any obligations or liability of any kind upon us, our agents or representatives.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas 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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All TX Operations

3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

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

Date Prepared: October 4, 2024

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: October 1, 2024

Policy Number: 830-57455

Countersigned by:



Insured: American Elevator Company Inc