KC-463-23 ALN#: N/A

## CONTRACT AMENDMENT

This CONTRACT AMENDMENT is made and entered into between KITSAP COUNTY, a municipal corporation, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "COUNTY", and Kitsap Community Resources, hereinafter "CONTRACTOR."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-463-23, executed on 10/23/2023, shall be amended as follows:

- 1. ATTACHMENT C: BUDGET SUMMARY shall be replaced in its entirety.
  - Budget for new additional Cost Categories added as follows:
    - INF SFY25 Admin Indirect +\$1,715
    - INF SFY25 Program Operations +\$19,493
    - CHG Supplemental Admin Indirect (RRH) +\$30,314
    - CHG Supplemental Operations (RRH) +\$97,463
    - CHG Supplemental Rental Assistance (RRH) +\$247,015

Contract total is increased from \$1,166,900 to \$1,562,900.

 Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This amendment shall be effective upon execution by the parties.

Dated thisday of <u>September 4</u> , 2024.	Dated this23day of Sept., 2024.
KITSAP COMMUNITY RESOURCES	BOARD OF COUNTY COMMISSIONERS KITSAP COUNTY, WASHINGTON
Authouy Ives	Katherins T. Walker
Signature	KATHERINE T. WALTERS, CHAIR
ANTHONY IVES	Christine Robes
Print Name	CHRISTINE ROLFES, COMMISSIONER
EXECUTIVE DIRECTOR	Charlette Danido
Title	CHARLOTTE GARRIDO, COMMISSIO ON MICE
Approved as to form by the Pro	MO.O.

463-23-A KCR RRH-PSH

Dana Daniels, Clerk of the Board

## ATTACHMENT C: BUDGET SUMMARY

Contractor: Kitsap Community Resources-Rapid Rehousing / Permanent Supported Housing

Contract Number: KC-463-23-A

Time Period: July 1, 2023 – June 30, 2025

Cost Category	Fund Source	Previous Budget	Amendment Changes this Contract	Current Budget	
Inflation Funds: SFY24 (	Only (7/1/23 - 6/30/24)				
INF SFY24 - Admin Indirect	CHG Inflation-SFY24: 1132	\$19,382.00	\$ -	\$19,382.00	
INF SFY24 - Program Operations	CHG Inflation-SFY24: 1132	\$71,322.00	\$ -	\$71,322.00	
2 Year Funds RRH: SFY2	4 & SFY 25 (7/1/23 - 6/30/25	)			
CHG Standard - Admin Indirect (RRH)	Consolidated Homeless Grant-CHG Standard: 1132	\$75,000.00	\$ -	\$75,000.00	
CHG Standard - Rental Assistance (RRH)	Consolidated Homeless Grant-CHG Standard: 1132	\$531,196.00	\$ -	\$531,196.00	
CHG Standard - Operations (RRH)	Consolidated Homeless Grant-CHG Standard: 1132	\$195,000.00	\$ -	\$195,000.00	
2 Year Funds PSH CHF: S	FY24 & SFY 25 (7/1/23 - 6/3	0/25)			
PSH CHF - Rent/Facility Support	Consolidated Homeless Grant-CHG PSH CHF: 1132	\$200,000.00	\$ -	\$200,000.00	
PSH CHF - Program Operations	Consolidated Homeless Grant-CHG PSH CHF: 1132	\$75,000.00	\$ -	\$75,000.00	
SFY25 Only (7/1/24 - 6/	30/25)				
INF SFY25 - Admin Indirect	CHG Inflation-SFY25: 1132	\$ -	\$1,715.00	\$1,715.00	
INF SFY2 - Program Operations	CHG Inflation-SFY25: 1132	\$ -	\$19,493.00	\$19,493.00	
CHG Supplemental - Admin Indirect (RRH)	CHG Supplemental: 1132	\$ -	\$30,314.00	\$30,314.00	
CHG Supplemental - Operations (RRH)	CHG Supplemental: 1132	\$ -	\$97,463.00	\$97,463.00	
CHG Supplemental - Rent Assistance (RRH)	CHG Supplemental: 1132	\$ -	\$247,015.00	\$247,015.00	
Budg	get Total	\$1,166,900.00	\$396,000.00	\$1,562,900.00	
CONTR	ACT TOTAL		CHE STRUCK	\$1,562,900.00	

<sup>\*</sup>Line items changes must be requested in writing and require Kitsap County approval.

Reimbursement requests/invoices for Consolidated Homeless Grant funds (CHG) must be submitted through the CHG reimbursement process.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/12/2024

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

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

PRO	DUCER				NAME:	Deana Mo	cintyre	14	
Brow	wn & Brown Insurance Services, Inc.				PHONE (A/C, No E-MAIL	, Ext);		(A/C, No):	
210	6 Pacific Ave, Ste 501				E-MAIL ADDRES	ss: Deana.Mo	:Intyre@bbrow	n.com	
					me-m-	in:	SURER(S) AFFOR	DING COVERAGE	NAIC#
Tace	oma			WA 98402	INSURE	District		Insurance Company	18058
INSU	RED				INSURE	RB:			
	Kilsap Community Resources				INSURE			2010-03-	
	845 8th Street				INSURE				
					INSURE				
	Bremerton			WA 98337	INSURE				<del> </del>
CO		TIFIC	ATE	NUMBER:	HOUNE	KF.		REVISION NUMBER:	
TH IN CI EX	IIS IS TO CERTIFY THAT THE POLICIES OF II DICATED. NOTWITHSTANDING ANY REQUIR ERTIFICATE MAY BE ISSUED OR MAY PERTA (CLUSIONS AND CONDITIONS OF SUCH PO	NSUR REME IIN, TH	ANCE NT, TE HE INS S. LIM	LISTED BELOW HAVE BEEN ERM OR CONDITION OF ANY SURANCE AFFORDED BY THE	CONTRA POLICI	ACT OR OTHER ES DESCRIBEI ED BY PAID CL	RED NAMED AN R DOCUMENT V D HEREIN IS S AIMS.	BOVE FOR THE POLICY PERIOD WITH RESPECT TO WHICH THIS	
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	COMMERCIAL GENERAL LIABILITY								000,000
	CLAPAS-MADE X OCCUR							FUCINISES [ES OCCUSEIVE]	0,000
								MED EXP (Any one person) \$ 5,0	
Α		Y	. 1	PHPK2648381		01/27/2024	01/27/2025		000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 3,0	000,000
	POLICY PRO-							PRODUCTS - COMP/OP AGG \$ 3,0	000,000
	OTHER:							\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT \$ 1,0	000,000
	X ANY AUTO					i		BODILY INJURY (Per person) \$	
Α	OWNED SCHEDULED AUTOS ONLY		9	PHPK2648381		01/27/2024	01/27/2025	BODILY INJURY (Per accident) \$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$	
auco								\$	
	➤ UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$ 2,0	00,000
Α	EXCESS LIAB CLAIMS-MADE			PHUB898205	1	01/27/2024	01/27/2025	AGGREGATE \$ 2,0	00,000
	DED RETENTION \$ 10,000							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							SIAIUIE   EK	oyer Liability
Α	ANY PROPRIETOD/PARTMER/EYECUTIVE	N/A		PHPK2648381		01/27/2024	01/27/2025	E.L. EACH ACCIDENT \$ 1,0	00,000
	(Mandatory in NH)				""	0 112112021	e menuemacine		00,000
	If yes, describe under DESCRIPTION OF OPERATIONS below								00,000
	Directors & Officers	İ			1			Limit 2,0	00,000
Α				PHSD1844736	i	01/27/2024	01/27/2025		
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	RIPTION OF OPERATIONS / LOCATIONS / VEHICLES					36644-0331110000-041000000 103 <b>-</b> 01	AND THE REAL PROPERTY OF THE PARTY OF THE PA		1
RE:	All operations of the named insured for Kitsa lional insured, as required by writlen contrac	p Cou t, per	inty D attack	epartment of Human Service ned policy form PI-GLD-HS (1	s. Kitsa <u>r</u> 0/11),	County Depai	rtment of Hum	an Services is included as	
									1
rep	TIFICATE HOLDER				CANCE	ELLATION			
VER	TIFICATE HOLDER				CARCI	LLATION			
					THE		ATE THEREOF,	CRIBED POLICIES BE CANCELLE NOTICE WILL BE DELIVERED IN PROVISIONS	D BEFORE
	Kitsap County Department of Hur	nan S	ervice	es	7000				
	345 - 6th St., Ste. 400			1	AUTHOR	IZED REPRESEN	TATIVE		5
	Bremerton			WA 98337			Dean	a M. Mc Intyra	
		-				6		CORD CORPORATION. All rig	ihts reserved.

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE**

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 #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured - Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured - Vendor	Included	8
Additional Insured - Franchisor	Included	9
Additional Insured - When Required by Contract	Included	9
Additional Insured - Owners, Lessees, or Contractors	Included	9
Additional Insured - State or Political Subdivisions	Included	10

**LIABILITY**, Subsection **2**. **Exclusions**, Paragraph **j**. **Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

## E. Damage to Premises Rented to You

- 1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
  - a. The last paragraph of SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions; is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems 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**.

**b. SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 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 leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

c. SECTION V – DEFINITIONS, Paragraph 9.a., is deleted in its entirety and replaced by the following:

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

 SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii) is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

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#### G. Medical Payments - Limit Increased to \$20,000, Extended Reporting Period

If COVERAGE C MEDICAL PAYMENTS is not otherwise excluded from this Coverage Part:

- The Medical Expense Limit is changed subject to all of the terms of SECTION III LIMITS OF INSURANCE to the greater of:
  - a. \$20,000; or
  - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
- 2. SECTION I COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, a. (3) (b) is deleted in its entirety and replaced by the following:
  - (b) The expenses are incurred and reported to us within three years of the date of the accident.

#### H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. Exclusions, Paragraph e. Athletic Activities is deleted in its entirety and replaced with the following:

#### e. Athletic Activities

To a person injured while taking part in athletics.

## I. Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

- 1. b. is deleted in its entirety and replaced by the following:
- b. Up to \$5000 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.
- 1.d. is deleted in its entirety and replaced by the following:
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

#### J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits.

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Coverage Part, Paragraph 3.a. is deleted in its entirely and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
- 2. Each of the following is also an insured:
  - a. Medical Directors and Administrators Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. Managers and Supervisors Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. Broadened Named Insured Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. Funding Source Any person or organization with respect to their liability arising out of:
  - (1) Their financial control of you; or
  - (2) 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.

- e. Home Care Providers At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. Managers, Landlords, or Lessors of Premises Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

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- (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 sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub-paragraphs (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.
- (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.
- Franchisor Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. As Required by Contract Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- I. Owners, Lessees or Contractors Any person or organization, 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
  - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, 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 portion 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.

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Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

## P. Liberalization

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

## Q. Bodily Injury - Mental Anguish

**SECTION V – DEFINITIONS**, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time

## R. Personal and Advertising Injury - Abuse of Process, Discrimination

If COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

- SECTION V DEFINITIONS, Paragraph 14.b. is deleted in its entirety and replaced by the following:
  - Malicious prosecution or abuse of process;
- SECTION V DEFINITIONS, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured:

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## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL AUTOMOBILE ELITE ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE PART**

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 #
Who is An Insured		2
Board Members	Included	
Newly Acquired Entities	Included	
Designated Insured	Included	
Lessor of Leased Autos	Included	
Cost of Bail Bonds	\$5,000	2
Reasonable Expenses – Loss of Earnings	\$500 per day	2
Fellow Employee Coverage	Amended	3
Towing	\$100 per disablement	3.
Glass Breakage (Windshields and Windows)	No deductible applies	3
Transportation Expenses	\$100 per day / \$3,000 maximum	3
Hired Auto Physical Damage - Loss of Use	\$100 per day / \$1,000 maximum	3
Hired Auto Physical Damage	ACV or repair or replacement of the vehicle whichever is less	4
Personal Effects	\$500	4
Rental Reimbursement	\$100 per day / 30 days	4
Accidental Discharge – Air Bag	Amended	4
Electronic Equipment	\$1000	5
Original Equipment Manufacturer Parts Replacement	Included	5
Auto Loan / Lease Gap Coverage	Amended	5
One Comprehensive Coverage Deductible Per Occurrence	Amended	6
Notice of and Knowledge of Occurrence	Amended	7
Blanket Waiver of Subrogation	Amended (as required by written contract)	7
Unintentional Errors or Omissions	Amended	7
Mental Anguish - Bodily Injury Redefined	Amended	7

Coverage extensions under this endorsement only apply in the event that no other specific coverage for these extensions 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 in this endorsement.

Any deductible listed in the Auto Declarations Page will apply unless specific deductible provisions are set forth under a coverage enhancement below.

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(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.

#### D. Fellow Employee Coverage

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is deleted in its entirety and replaced by the following:

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

However, this exclusion does not apply to any manager or officer of your company.

#### II. PHYSICAL DAMAGE COVERAGE EXTENSIONS

#### A. Towing

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing is deleted in its entirety and replaced with the following:

#### 2. Towing

We will pay up to \$100 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. No deductible applies to this enhancement.

## B. Glass Breakage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles is amended by adding the following:

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

#### C. Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is deleted in its entirety and replaced with the following:

## a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$3,000 for temporary transportation expenses incurred by you because of a "loss" to a covered "auto." We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

## D. Hired Auto Physical Damage - Loss of Use

The last sentence of SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is deleted in its entirety and replaced with the following:

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

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This exclusion does not apply to the accidental discharge of an airbag. This coverage is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

#### I. Electronic Equipment Coverage

The following supersedes anything to the contrary in SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph 4.

Exclusions 4.c. and 4.d. do not apply to:

Any risk management or monitoring equipment and electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss," and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto."

The most we will pay for all "loss" to risk management or monitoring equipment, audio, visual or data electronic equipment that is not designed solely for the reproduction of sound and any accessories used with this equipment as a result of any one "accident" is the least of:

- a. The actual cash value of the damaged or stolen property at the time of the "loss";
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$1,000.

This coverage will not apply if there is other insurance provided by this policy for the above-described electronic equipment. We will, however, pay any deductible, up to \$500, that is applicable under the provisions of the other insurance.

#### J. Original Equipment Manufacturer (OEM) Parts Replacement

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance, Paragraph 1. is amended to include:

However, if the covered "auto" has less than 20,000 miles on its odometer, then the following condition will apply:

We will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new Original Equipment Manufacturer replacement parts if the damaged parts cannot be repaired.

## K. Auto Loan / Lease Gap Protection

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended to include the following:

- 4. In the event of "loss" to a covered "auto" that is loaned or leased to an "insured":
  - a. The most we will pay for "loss" in any one "accident" is the lesser of:

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#### III. BUSINESS AUTO CONDITIONS

#### A. Notice and Knowledge of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in The Event Of Accident, Claim, Suit Or Loss, Paragraph a. is deleted in its entirety and replaced with the following:

- a. In the event of "accident," claim, "suit" or "loss," you must give us, or our authorized representative, prompt notice of the "accident" or "loss." 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 and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" 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; or
- (3) An executive officer or insurance manager, if you are a corporation.

#### B. Blanket Waiver Of Subrogation

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract."

#### C. Unintentional Errors or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

#### IV. DEFINITIONS

## A. Mental Anguish

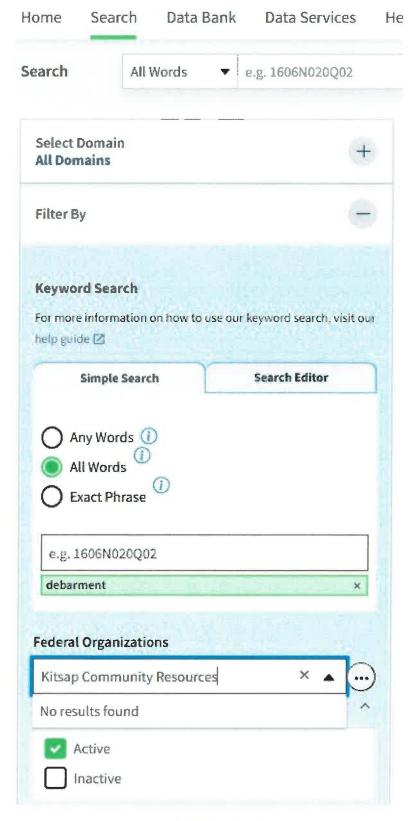
SECTION V - DEFINITIONS, C. "Bodily injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

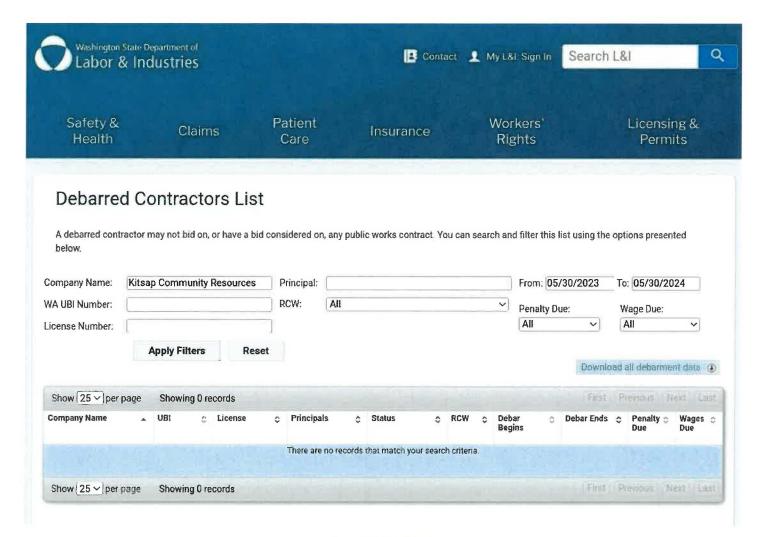
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As of 05/30/2024



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