

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

1. EXPECTED OR INTENDED INJURY EXTENSION

Paragraph **a. Expected Or Intended Injury** is deleted and replaced by the following:

- a.** “Bodily Injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

2. NON OWNED WATERCRAFT EXTENSION

Subparagraph **(2)** of **g. Aircraft, Auto Or Watercraft** is deleted and replaced by the following:

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

- a.** Less than 52 feet long; and
b. Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

3. PROPERTY SOLD OR ABANDONED BY YOU

Subparagraph **(2)** of **j. Damage To Property** is deleted and replaced by the following:

(2) Premises you sell, give away, or abandon, if the “property damage” arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you at the time the property was transferred or abandoned.

4. The last paragraph of **2. Exclusions** is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, when the damage is caused by fire, lightning, explosion, smoke or leaks from automatic fire protective systems. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**

B. ADDITIONAL INSURED

1. SECTION II - WHO IS AN INSURED is amended to include, as an additional insured, any person(s) or organization(s) for whom a written contract or written agreement between you and such person(s) or organization(s) exists and requires such person(s) or organizations(s) to be added as an additional insured to your policy, but only for liability arising out of “bodily injury,” “property damage,” or “personal and advertising injury”.

a. This endorsement applies only if the written contract or written agreement is:

- (1)** Currently in effect or becomes effective during the term of this policy; and
(2) Executed prior to the “bodily injury,” “property damage,” or “personal and advertising injury”.

b. The insurance afforded to such additional insured only:

- (1)** Applies to the extent permitted by law; and
(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. The insurance provided to the additional insured by this endorsement applies as follows:

a. The person(s) or organization(s) is an additional insured but only for liability caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1)** In connection with your premises owned by or rented to you; or
(2) In the performance of your ongoing operations.

- b.** If the additional insured is an architect, engineer, or surveyor, this insurance does not apply to “bodily injury,” “property damage,” or “personal and advertising injury” arising out of the rendering of or failure to render any professional services including:
 - (1)** The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (2)** Supervisory, inspection, or engineering services.
 This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.
- c.** If the additional insured is a lessor of equipment, this insurance only applies to liability caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such additional insured and does not apply to any “occurrence” which takes place after the equipment lease expires.
- d.** If the additional insured is a state or governmental agency or political subdivision and has issued a permit in connection with premises you own, rent, or control, this insurance applies only with respect to the following hazards for which the state or political subdivision has issued such permit:
 - (1)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decoration and similar exposures;
 - (2)** The construction, erection, or removal of elevators; or
 - (3)** The ownership, maintenance, or use of any elevators covered by this insurance.
- e.** If the additional insured is a state or governmental agency or political subdivision that has issued a permit or authorization with respect to operations performed by you or on your behalf, then this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.
- f.** If the additional insured is a manager or lessor of insured premises, that person or organization is an additional insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
 This insurance does not apply to:
 - (1)** Any "occurrence" that takes place after you cease to be a tenant in that premises.
 - (2)** Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of insured premises.
- g.** If the additional insured is grantor of franchise, that person(s) or organization(s) is only an additional insured with respect to liability as grantor of a franchise to you.
- h.** If the additional insured is an owner or other interest from whom land has been leased, that person(s) or organization(s) is only an additional insured with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.
 This insurance does not apply to:
 - (1)** Any "occurrence" that takes place after you cease to lease that land;
 - (2)** Structural alterations, new construction or demolition operations performed by or on behalf of the owner or other interest from whom land has been leased.
- i.** If the additional insured is a mortgagee, assignee, or receiver, that person(s) or organization(s) is only an additional insured with respect to their liability as such and arising out of the ownership, maintenance or use of the premises by you.
 This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee, or receiver.
- j.** If the additional insured is a controlling interest, that person(s) or organization(s) is an additional insured but only for their liability arising out of:
 - (1)** Their financial control of you; or
 - (2)** Premises they own, maintain or control while you lease or occupy those premises.
 This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that controlling interest.
- k.** If the additional insured is a vendor, that person(s) or organization(s) is only an additional insured 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, but only if this policy provides coverage for “bodily injury” or “property damage” included within the “products-completed operations hazard.”

- (1) This insurance afforded to the vendor does not apply to:
- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked under the instructions of the manufacturer for the sole purpose of inspection, demonstration, testing or the substitution of parts and then repackaged in the original container;
 - (e) Any failure by the vendor to make 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 "your products";
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your products";
 - (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 "your products".
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. With respect to the insurance afforded to an additional insured as provided in paragraphs **B.1.** and **B.2.** above, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- This insurance shall not increase the applicable Limits of Insurance shown in the Declarations.

If an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an insured, then the above Subsection **B. ADDITIONAL INSUREDS** does not apply to such person(s) or organization(s).

4. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance**, is amended to include:
- As respects the coverage provided by this endorsement, regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary and noncontributory.

- C. **SECTION II - WHO IS AN INSURED** is amended as follows:
BROADENED NAMED INSURED

Paragraph 3. is deleted and replaced by the following:

3. Any business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that business entity, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such business entity of more than 50%. However, if a Named Insured has an ownership interest in a business entity of more than 50%, the business entity will not be a Named Insured if such business entity is an insured under any other liability policy or would be an insured under such policy but for its termination or the exhaustion of its Limit of Insurance.

- D. Paragraph 6. of **SECTION III – LIMITS OF INSURANCE** is deleted 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

SECTION I – COVERAGES, COVERAGE A for damages because of “property damage” to any one premises while rented to you, or temporarily occupied by you with permission of the owner, when the damage is caused by fire, lightning, explosion, smoke, or leaks from automatic fire protective systems.

E. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS are amended as follows:

1. KNOWLEDGE AND NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The notification requirements of paragraphs **2.a.** and **2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit** apply only when the “occurrence”, offense, claim or “suit” is known to:

- a. You, if you are an individual;
- b. A partner or member if you are a partnership or joint venture;
- c. An officer or director if you are an entity other than a partnership, joint venture or limited liability company;
- d. A member or manager if you are a limited liability company; or
- e. An insurance manager, risk manager or other “employee” you designate prior to loss to give notice to us.

Knowledge of an “occurrence,” offense, claim, or “suit” by your agent, servant or “employee” shall not in and of itself constitute knowledge by you unless an individual in one of the positions listed above has actual knowledge.

2. FAILURE TO DISCLOSE HAZARDS

The following is added to paragraph **6. Representations**:

If you unintentionally failed to disclose all hazards or prior “occurrences” existing at the inception of this policy, but reported such error or omission to us as soon as practicable after discovery, then we will not deny coverage under this Coverage Part because of such failure.

This provision does not affect our right to collect any additional premium or exercise our right of cancellation or non-renewal.

3. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to paragraph **8. Transfer Of Rights of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to any “occurrence”, “suit” or the offense which caused the “personal and advertising injury”, provided that the “occurrence”, “suit” or the offense which caused the “personal and advertising injury” arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

F. SECTION V – DEFINITIONS is amended as follows:

BODILY INJURY

The definition of “bodily injury” in paragraph **3.** is deleted and replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

PERSONAL AND ADVERTISING INJURY

The definition of “personal and advertising injury” in paragraph **14.b.** is deleted and replaced by the following:

Abuse of process; and malicious prosecution;

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO EXTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
COMMON POLICY CONDITIONS

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply. Unless otherwise indicated, the following provisions amend the Business Auto Coverage Form.

A. ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to add:

1. Additional Insured If Required By Contract Or Agreement

When you have agreed in a written contract or written agreement to provide insurance for an additional insured, such person or organization is included as an "insured":

- a. Only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under Paragraphs **a.** or **b.** of **Who Is An Insured**, with regard to the ownership, maintenance or use of a covered "auto", and
- b. The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:
 - (1) During the policy period, and
 - (2) Subsequent to the execution of such contract or agreement, and
 - (3) Prior to the expiration of time that the written contract or agreement requires such additional insured coverage to be provided.
- c. The most we will pay on behalf of such additional insured is the lesser of:
 - (1) The Limits of Insurance specified in the written contract or agreement; or
 - (2) The Limits of Insurance shown in the Declarations.
- d. The amount in **c.** above shall be a part of and not in addition to the Limits of Insurance shown in the Declarations.
- e. This insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary, otherwise this coverage is excess.

2. Broadened Named Insured

- a. Any legally incorporated business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that organization, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such organization of more than 50%. The Named Insured does not include any organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for its termination or the exhaustion of its Limit of Insurance.
- b. Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the business entity.

3. Employees As Insureds

Any "employee" of yours while using a covered "auto" you do not own, hire, or borrow in your business or your personal affairs.

4. Lessors As Insureds

- a. 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.
- b. Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. "Loss" to a covered leased "auto" is subject to the following:
 - (1) We will pay, as their interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
 - (2) The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
 - (3) If we make any payment to the lessor, we will obtain his or her rights against any other party.

B. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. does not apply to the accidental discharge of an airbag:

- 1. This coverage is excess of any other collectible insurance or warranty.
- 2. No deductible applies to this coverage.

C. AUTOS RENTED BY EMPLOYEES

- 1. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.
- 2. **SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. 5. Other Insurance** is amended by adding:
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.

D. CANCELLATION CONDITION

Paragraph **2.b.** of **A. Cancellation**, of the **COMMON POLICY CONDITIONS** is deleted and replaced by the following:

60 days before the effective date of cancellation if we cancel for any other reason.

E. ELECTRONIC EQUIPMENT – BROADENED COVERAGE

- 1. The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph 5.:**
Electronic navigation equipment that is not permanently installed in the covered "auto". However, if the equipment is stolen, the equipment and any mounting or power accessories must not have been visible from the exterior of the covered "auto".
- 2. The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, Paragraph 2.:**
Electronic navigation equipment that is not permanently installed in the covered "auto."

F. EXTRA EXPENSE

We will pay up to \$2,500 for any expense incurred for the return of a covered stolen "auto" to you. This coverage does not apply to Hired Auto Physical Damage Coverage.

G. FELLOW EMPLOYEE COVERAGE

SECTION II - LIABILITY COVERAGE, Paragraph B. Exclusions, 5. Fellow Employee is deleted and replaced by the following:

- 1. "Bodily Injury" to:

- a. 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; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

However, we will cover "bodily injury" caused by your "employee" to his or her fellow "employee" if the "bodily injury" results from the use of a covered "auto" you own or hire; the covered "auto" is used with your permission; and if you have workers' compensation insurance in-force covering all of your "employees."

2. Coverage is excess over any other collectible insurance.

H. HIRED AUTO PHYSICAL DAMAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage:**

1. If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage is provided under this Coverage Form for owned "autos", then the Physical Damage Coverages provided are extended to any "auto" you hire or borrow from someone other than your "employees", members or partners, or any member of their household.
2. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. \$50,000, subject to a policy annual aggregate limit of \$100,000;
 - b. The actual cash value of the damaged or stolen "auto" at the time of the "loss"; or
 - c. The cost of repairing or replacing the damaged or stolen "auto" with another "auto" of like kind and quality.
3. If you are legally liable for the "accident", we will also pay up to \$1,000 per "accident" for the actual loss of use to the owner of the covered "auto".
4. Paragraph 2. above is subject to a deductible, which is determined by the lowest deductible applicable to any owned "auto" for that coverage and vehicle type. If owned "autos" do not include this vehicle type, the lowest deductible on the policy for the same physical damage coverage will apply. No deductible applies to "loss" caused by fire or lightning.
5.
 - a. Hired Auto Physical Damage coverage is primary for any covered "auto" you hire without a driver, and excess over any other collectible insurance for any covered "auto" that you hire with a driver.
 - b. **SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B.5.b. Other Insurance** is amended to delete the following:
However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
6. If symbol 8 is shown on the Covered Auto section of the Policy Declarations page for any of the physical damage coverages, then the Hired Auto Physical Damage Coverage described in this endorsement does not apply.
7. This coverage does not apply to leased "autos" for which you are required to provide physical damage coverage as part of a written lease agreement.

I. HYBRID AUTO PAYMENT COVERAGE

1. In the event of a total "loss" to a non-"hybrid auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under the Business Auto Coverage form, then Physical Damage Coverages are amended as follows:
 - a. If the "auto" is replaced with a "hybrid auto" or "electric auto" we will pay an additional 10% of the non-"hybrid auto's" actual cash value or replacement cost, to a maximum of \$2,500, whichever is less;
 - b. The "auto" must be replaced and a copy of a bill of sale or lease agreement must be received by us within 60 calendar days of the date of "loss"; and

c. If more than one "auto" is damaged in any one "loss", the most we will pay under this Coverage for any one "loss" is \$5,000.

2. For the purpose of this coverage provision the following Definitions are added:

- a. "Hybrid auto" is defined as an "auto", including a hybrid "electric auto" that is powered by two sources, an internal combustion engine, and an electric motor.
- b. "Electric auto" is an "auto" that is powered by an electric motor instead of a gasoline engine. The "electric auto" uses energy stored in its rechargeable batteries, which are recharged by common household electricity.

J. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

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

Prompt notice of an "accident", claim, "suit" or "loss" to an agent or "employee" of the "insured" will not in itself constitute your knowledge of such "accident", claim, "suit" or "loss" unless an executive officer or manager of the "insured's" operation receives such notice from its agent or "employee".

K. SIGN COVERAGE

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

We will pay for loss to signs, murals, paintings, or graphics, as part of equipment, which are displayed on a covered "auto".

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the property at the time of "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$1,000.
- 2. This coverage does not apply to Hired Auto Physical Damage Coverage.

L. TOWING AND LABOR COSTS

SECTION III – PHYSICAL DAMAGE COVERAGE, A. COVERAGE, 2. Towing is deleted and replaced by:

We will pay up to the limit shown in the Declarations or \$250, whichever amount is higher, for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement.

M. TRANSPORTATION EXPENSES

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverages, 4.a. Transportation Expenses is deleted and replaced by:

- 1. We will pay up to \$75 per day, for up to 30 days, for temporary transportation expenses incurred by you because of "loss" to a covered "auto".
- 2. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.
- 3. If the "loss" is due to theft of a covered "auto" we will pay transportation expenses after the theft and ending when the covered "auto" is returned to use or we pay for its "loss".
- 4. We will pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

N. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following Paragraph is added to **SECTION IV – BUSINESS AUTO CONDITIONS, B.2. Concealment, Misrepresentation Or Fraud:**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, such failure will not prejudice the coverage provided to you. However, this provision does not affect our right to collect additional premium for any additional hazards or exercise our right of cancellation or non-renewal.

O. WAIVER OF DEDUCTIBLE – REPAIRED GLASS AND STOLEN AUTOS EQUIPPED WITH RADIO FREQUENCY TRANSCEIVERS

The following Paragraphs are added to **SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible:**

1. A deductible does not apply to "loss" to glass used in the windshield, doors, and windows, if the glass is repaired rather than replaced.
2. A deductible does not apply to covered "autos" that are stolen if they are equipped with a radio frequency transceiver that is part of a stolen vehicle recovery system and:
 - a. You promptly report the theft to the police and inform them that the stolen "auto" is equipped with a radio frequency transceiver;
 - b. Such transceiver was installed, inspected and maintained according to guidelines provided by the transceiver's manufacturer; and either
 - c. The covered "auto" sustains damage as a result of being stolen; or
 - d. The covered "auto" is not recovered within 90 days of the theft.

P. WAIVER OF SUBROGATION

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

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a written contract or written agreement with that person or organization.

All other terms and conditions of the policy remain unchanged.