04-0894-00 ROSENTHAL BROS INC 740 WAUKEGAN RD STE 402 DEERFIELD IL 60015-5505

Auto-Owners.
INSURANCE

LIFE · HOME · CAR · BUSINESS

PO BOX 30660 • LANSING, MI 48909-8160

Southern-Owners Insurance Company

Agency phone: 847-940-4300

05-03-2024

SPANISH PINES II CONDOMINIUM ASSOCIATION INC C/O: ADVANCED PROPERTY MANAGEMENT 1035 COLLIER CENTER WAY STE 7 NAPLES FL 34110-8474 You can view your policy, pay your bill, or change your paperless options at any time online at <a href="https://www.auto-owners.com">www.auto-owners.com</a>.

## ADDITIONAL WAYS TO PAY YOUR BILL

Pay Online www.auto-owners.com Pay My Bill

Pay by Phone 1-800-288-8740

Pay by Mail AUTO-OWNERS INSURANCE PO BOX 740312 CINCINNATI, OH 45274-0312

RE: Policy 182312-07306191-24 Billing Account 102159592

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have. If you have questions your agent is unable to answer, please contact us at 517.323.1200.

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages and rates. In addition, Auto-Owners also offers many billing options. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company, program, and billing option may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of six property and casualty companies and a life insurance company.

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Issued 05-03-2024

INSURANCE COMPANY 6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY ROSENTHAL BROS INC

04-0894-00 MKT TERR 012

847-940-4300

INSURED SPANISH PINES II CONDOMINIUM

ASSOCIATION INC

C/O: ADVANCED PROPERTY MANAGEMENT

ADDRESS 1035 COLLIER CENTER WAY STE 7

NAPLES FL 34110-8474

TAILORED PROTECTION POLICY DECLARATIONS

Change Endorsement Effective 05-30-2024

POLICY NUMBER 182312-07306191-24

Company Use 07-23-FL-2405

Company Bill Policy Term
12:01 a.m. 12:01 a.m.
05-30-2024 05-30-2025

### Description of Change

COMMERCIAL GENERAL LIABILITY COVERAGE PART ADDED CLASS CODE 04001 - HIRED AUTO & NON-OWNED LIABILITY CLASS CODE 62003 - RESIDENTIAL - (ASSOCIATION RISK ONLY) PREMIUM BASIS IS AMENDED TO 31 UNITS

Transaction Number: 002

Endorsement Premium: \$264.62
ADDITIONAL

(THIS IS NOT A BILL)

Policy Number 182312-07306191

55028 (5-17)

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

# HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The coverage for "bodily injury" and "property damage" liability provided under SECTION I COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY is extended as follows.

#### A. COVERAGE

We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":

- **1.** You do not own;
- 2. Which is not registered in your name; or
- **3.** Which is not leased or rented to you for more than ninety consecutive days

and which is used in your business.

#### **B. EXCLUSIONS**

SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIA-BILITY, 2. Exclusions is amended. With respect to only the coverage extended by this endorsement, all exclusions other than the Nuclear Energy Liability Exclusion, are deleted and replaced by the following exclusions.

This coverage does not apply to:

- "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- **2.** Any obligations of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- 3. a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (1) That are, or are contained in any property that is:
    - (a) Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";
    - **(b)** Otherwise in the course of transit by you or on your behalf; or

- **(c)** Being disposed of, stored, treated or processed into or upon the "auto";
- (2) Before such pollutants or property containing pollutants are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
- (3) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned by you or anyone acting on your behalf.
- **3.a.(1)** above does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer.
- **3.a.(2)** and **3.a.(3)** above do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased by you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.
- **b.** Any loss, cost or expense arising out of any:
  - (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way

responding to or assessing the effects of "pollutants".

- **4.** "Bodily injury" or "property damage" however caused, arising, directly or indirectly, out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - **c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- **5.** "Bodily injury" or "property damage" for which the insured 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:
  - a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
  - **b.** That the insured would have in the absence of the contract or agreement.
- **6.** "Property damage" to:
  - a. Property owned or being transported by, or rented or loaned to any insured; or
  - **b.** Property in the care, custody or control of any insured

other than property damage to a residence or a private garage by a private passenger "auto" covered by this coverage.

- 7. a. "Bodily injury" to:
  - (1) An "employee" of the insured arising out of and in the course of employment by the insured; or
  - (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.
  - **b.** This exclusion applies:
    - (1) Whether the insured may be liable as an employer or in any other capacity; and
    - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
  - **c.** This exclusion does not apply to:
    - (1) Liability assumed by the insured under an "insured contract".
    - (2) "Bodily injury" to any "employee" of the insured arising out of and in the course of his or her domestic employment by

the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

# C. WHO IS AN INSURED

**SECTION II - WHO IS AN INSURED** is amended. With respect to only the coverage extended by this endorsement, its provisions are deleted and replaced by the following.

- **1.** Each of the following is an insured with respect to this coverage:
  - a. You.
  - **b.** Your partners if you are designated in the Declarations as a partnership or a joint venture.
  - **c.** Your members if you are designated in the Declarations as a limited liability company.
  - **d.** Your executive officers if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
  - e. Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.
- **2.** None of the following is an insured:
  - a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment.
  - **b.** Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:
    - (1) Such person; or
    - (2) Any partner or executive officer of yours or a member of his or her household; or
    - **(3)** Any employee or agent of yours who is granted an operating allowance of any sort for the use of such "auto".
  - **c.** Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
  - d. The owner or lessee (of whom you are a sub-lessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.
  - **e.** Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

Agency Code 04-0894-00 Policy Number 182312-07306191

# D. LIMITS OF INSURANCE

**SECTION III - LIMITS OF INSURANCE is** 

amended. With respect to only the coverage extended by this endorsement, its provisions are deleted and replaced by the following.

- **1.** The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - **c.** Persons or organizations making claims or bringing "suits".
- 2. We will pay damages for "bodily injury" or "property damage" up to the limits of liability shown in the Declarations for this coverage. Such damages shall be paid as follows:
  - a. When Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
  - When Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence Limit and

Property Damage Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:

- (1) The limit shown for Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".
- (2) The limit shown for Property Damage Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

# **E. ADDITIONAL DEFINITION**

**SECTION V - DEFINITIONS** is amended. The following definition is added and applies only to the coverage extended by this endorsement. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

All other policy terms and conditions apply.

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