

FREELANCE LIMITED LIABILITY COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES YOUR BUSINESSOWNERS COVERAGE FORM. PLEASE READ IT CAREFULLY

Your BUSINESSOWNERS COVERAGE FORM is for Liability only except for any additional optional coverage provided by us by an endorsement shown on the Declarations and for which an additional premium is paid. No coverage is provided under SECTION I – PROPERTY and no coverage is provided except as shown on the Declarations for which you have paid a premium.

What we cover.

This policy only covers your business liability to others for negligence, errors, or omissions in providing professional services, that result in loss caused by occurrences during the policy period shown on the Declarations. An "occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions that begin during the policy period. "Occurrence" also includes an error or omission by your business other than an intentional harm or damage. If any part of this Policy conflicts with the laws of the state where your business is based, then that part of this policy will be amended to satisfy the minimum requirements of those laws.

In addition to your coverage for liability to others provided under the Policy (and any endorsement to the Policy), we will provide legal counsel to defend any covered claims. We will not provide legal counsel to defend claims that are not covered by this Policy.

What we do not cover.

In addition to any other Exclusion or Limitation, we do not cover, and all insurance under the Policy is excluded, for:

1. Any occurrence(s) that start or take place outside the policy period on the Declarations or Summary;
2. Any company other than those named on the Declarations or Summary;
3. Claims against you or anyone else personally that are independent of your business;
4. Damage to any building that is not listed on the Declarations or Summary;
5. Damage to, or accidents involving, any vehicle;
6. Any Additional Insured for any claims that are unrelated to your business;
7. Claims between your business and any Additional Insured;
8. Claims based on damage or occurrences that were expected or intended (in other words, it was not accidental);
9. Claims based on a contract, breach of contract, or liability assumed under an "insured contract";
10. Express warranty claims;
11. Punitive or exemplary damages, or attorney fees awarded on punitive or exemplary damages;
12. Any promise of financial performance or return;
13. "Bodily injury" to your employee, voluntary worker, temporary worker, or any other person who performs labor in any capacity for or on behalf of any insured, with or without any form of compensation unless set forth in another specific endorsement for that purpose; or
14. "Bodily injury" to the spouse, partner, child, parent, brother, sister or any other relative of an insured.
15. "Bodily injury" to any contractor or subcontractor working for an insured, or an employee, volunteer worker, leased worker or temporary worker of such contractor or subcontractor.
16. More than our share when any other party or insurer has liability with the same priority as you or the coverage provided under this Policy.

In Section II – Liability, the word "insured" means the following, and replaces Paragraph C. Who Is An Insured:

C. Who Is An Insured

If you are designated in the Declarations as:

- a. An individual, but only with respect to the conduct of a listed business of which you are the sole owner. Your employees are also insureds, while acting within the scope of their employment on your business projects.
- b. A partnership or joint venture, you are an insured. Your members and your partners are also insureds, but only with respect to the conduct of your business. Your employees are insureds, but only while acting within the scope of their employment on your business projects.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers on your business project. Your employees are insureds, but only while acting within the scope of their employment on your business projects.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured, but only with respect to the conduct of your business.. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors, but only with respect to the conduct of your business. Your stockholders are also insureds, but only with respect to their liability as stockholders, but only with respect to the conduct of your business..
- e. A trust, you are an insured , but only with respect to the conduct of your business. Your trustees are also insureds, but only with respect to their duties as trustees, but only with respect to the conduct of your business..

Who is not an Insured

- a. No one who is not described above is an "insured" unless specifically named in an "Additional Insured" endorsement shown on the Declarations.
- c. No one is an "insured" except for an "occurrence" **with respect to the conduct of your business.**
- d. No one is an "insured" after the end of the policy period shown on the Declarations.

Policy Period, Coverage Territory

The "Policy Period, Coverage Territory" set forth in the Policy is replaced by the following:

Policy Period, Coverage Territory

- a. We cover loss or damage commencing:
 - (1) During the policy period shown in the Declarations, as amended, unless cancelled or terminated under the terms of the Policy; and
 - (2) Within the coverage territory or, with respect to property in transit, while it is between points in the coverage territory.
- b. The coverage territory is:
 - (1) The United States of America (including its territories and possessions);
 - (2) Puerto Rico; and
 - (3) Canada.

Reporting Period

You must give prompt notice of any "occurrence" or claim, notwithstanding anything to the contrary in the Policy, unless you have purchased an Extended Reporting Period.

Additional Limitation on Liability

If more than one insurance policy is issued to the insured by us or any insurers that have common ownership with us, the insured may only collect for an "occurrence" or claim under the one policy with the highest limit of liability that applies under those policies. The limits of liability may not be added, combined or stacked with similar coverage under any policies issued by us and insurers that have common ownership with us.

Notwithstanding anything within the policy to the contrary, the maximum amount the insurer (we) will pay for losses under any and all of the policies scheduled on the Combined Policy Declarations shall never be greater than the Annual Aggregate Liability Limit. Nothing herein shall be interpreted to increase the aggregate or per occurrence or per claim limit under any scheduled policy.