



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2024

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).

PRODUCER Brown & Brown Insurance Services, Inc. 3700 Forest Drive, Suite 300 Columbia SC 29204		CONTACT NAME: Christina Sutton PHONE (A/C, No, Ext): (888) 252-1766 E-MAIL ADDRESS: 285.Certificates@bbrown.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: SafePort Insurance Company	
		INSURER B: United States Liability Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 24-25 Liability Master**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	Y	Y	SCCC49070801	09/22/2024	09/22/2025	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
							MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
							Hired Nonowned Auto \$ 1,000,000	
	AUTOMOBILE LIABILITY	Y	Y				COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ANY AUTO						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						<input type="checkbox"/> NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB	Y	Y	XL 1645258A	09/22/2024	09/22/2025	EACH OCCURRENCE \$ 2,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB						<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED						<input type="checkbox"/> RETENTION \$	
	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 <input type="checkbox"/>	N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
							E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER is included as an Additional Insured with respect to the General Liability and Auto on a Primary & Non-Contributory basis when required by written contract or agreement. Waiver of Subrogation applies in their favor with respect to the General Liability and Auto Liability.

Umbrella Is Following Form.

CERTIFICATE HOLDER**CANCELLATION**

Kilwins Shelter Cove 28 Shelter Cove Ln. 112-B Hilton Head Island SC 29928	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 <i>Christina Sutton</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

RESTAURANT ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

I. SECTION I – PROPERTY is amended as follows:

A. Section A. Coverage, Paragraph 1. Covered Property, item b. is amended from 100 feet to 1,000. feet.

B. Section A. Coverage, 2. Property Not Covered is amended to add docks, piers, and boat slips.

C. Section A. Coverage, Paragraph 4. Limitations

1. **Paragraph b. (2)** is amended to add glassware and chinaware as an exception to the fragile articles' restriction.
2. The following change is made to **Paragraph c.**, for loss or damage by theft. The following types of property are covered up to the limits shown below unless a higher limit of insurance is shown on the declaration page or another endorsement attached to this policy:
 - a. \$5,000 for furs, fur garments and garments trimmed with fur.
 - b. \$5,000 for jewelry, watches, watch movement, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
 - c. \$5,000 for patterns, dies, molds and forms.

D. Additional Coverage

The following changes are made to **Section A. Coverage, 5. Additional Coverages**:

1. **Fire Department Service Charge** is amended to increase the limit of insurance to \$5,000 unless a higher limit is shown on the declaration page. No deductible applies to this coverage.
2. **Civil Authority** will apply for a period of six consecutive weeks from the date such coverage began or when Civil Authority Coverage for Business Income ends, whichever is later.
3. **Money Orders and "Counterfeit Money"** limit of insurance is increased to \$10,000.
4. **Forgery Or Alteration** limit of insurance is increased to \$10,000 unless a higher limit is shown in the declaration page.
5. **Business Income From Dependent Properties** limit of insurance is increased to \$10,000 unless a higher limit is shown on the declaration page.
6. **Fire Extinguisher Systems Recharge Expense** limit of insurance is increased to \$10,000 and the discharge distance is increased from 100 feet to 1,000 feet.
7. **Electronic Data** limit of insurance is increased to \$25,000 unless a higher limit is shown on the declaration page.

E. New Additional Coverages:

The following are added to **Section A. Coverage, Paragraph 5. Additional Coverages**:

1. Customers' Autos (Legal Liability Coverage)

We will pay all sums you legally must pay as damages for direct physical loss of or damage (including any resulting loss of use) to "autos" or "auto" equipment of customers or other invitees left in your care, custody or control while you are attending to or operating the "autos" at or temporarily away from a premises shown on the declaration page. Such loss or damage must be caused by or

resulting from a covered cause of loss. Our payment for loss or damage will only be to the account of the owner of the "auto".

- a. Covered cause of loss means any loss or damage, except:
 - (1) Liability resulting from any agreement in which the named insured accepts responsibility for direct physical loss or damage (including any resulting loss of use) to "autos" left in the care, custody or control of the named insured.
 - (2) Loss or damage due to theft or conversion caused in any way by you or any other insured.
- b. The most we will pay for loss or damage under this coverage is \$50,000 in any one occurrence unless a higher limit is shown on the declaration page or another endorsement attached to this policy.
- c. This coverage is subject to a deductible of \$250 for each customer's auto for loss or damage from any cause other than collision, subject to a maximum deductible of \$500 in any one event and a \$500 deductible for each customer's auto for loss or damage caused by collision. These deductibles apply unless higher deductibles are shown on the declaration page or another endorsement attached to this policy.
- d. The following are named insureds under this coverage:
 - (1) You, if you are an individual or sole proprietor.
 - (2) Partners, executive officers, managing members, and employees including temporary and leased employees.
- e. We have the right and duty to defend any named insured under this endorsement against a "suit" seeking these damages. However, we have no duty to defend an insured against a "suit" seeking damages for any loss or damage to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our right and duty to defend or settle ends when payment of judgments and/or settlements has exhausted the Limit of Insurance.
- f. In addition to the limit of insurance, we will pay for the named insured:
 - (1) All expenses we incur.
 - (2) The cost of bonds to release attachments, but only for amounts within the Limit of Insurance. We do not have to furnish these bonds.
 - (3) 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 \$250 a day because of time off from work.
 - (4) All costs taxed against the insured in a "suit".
 - (5) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period after the offer.
 - (6) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
- g. As used in this endorsement, "auto" means a land motor vehicle, trailer or semitrailer.

2. Fine Arts Coverage

- a. We will pay for direct physical loss or damage to Fine Arts you own, lease or rent or is owned by others in your care, custody or control.
- b. Fine Arts include, but is not limited to antiques, paintings, etchings, drawings, tapestries, sculptures, and fragile property such as porcelains and marble.
- c. The most we will pay for loss in any one occurrence is \$10,000 at each described premises, but no more than \$50,000 at all covered premises.
- d. Our payment for loss or damage to property of others will be for the account of the owner of the property.
- e. The value of fine arts will be the lesser of the following amounts:
 - (1) The actual cash value of the property at the time of loss.

- (2) The cost of reasonably restoring the property to its condition immediately before the loss.
- (3) The cost of replacing property with substantially identical property.
- e. In the event of a loss, the value of property will be determined at the time of loss.

3. Food Contamination

- a. If your business at the described premises is ordered closed by the Board of Health or any other governmental authority because of the discovery or suspicion of "food contamination", we will pay:
 - (1) Your expense to clean your equipment as required by the Board of Health or any other governmental authority.
 - (2) Your expense to replace food which is, or is suspected to be, contaminated.
 - (3) Your expense to provide necessary medical tests or vaccinations for your infected employees. However, we will not pay for any expense that is otherwise covered under a Workers' Compensation Policy.
 - (4) The loss of Business Income you sustain due to the necessary suspension of your "operations". The coverage for Business Income will begin 24 hours after you receive notice of closing from the Board of Health or any other governmental authority.
 - (5) Additional advertising expenses you incur to restore your reputation.
- b. The definition of Business Income in the **Business Income Additional Coverage** also applies to this Food Contamination additional coverage.
- c. The most we will pay for all loss in any one occurrence under **Paragraphs a.(1) through (4)** above is \$10,000 unless a higher limit for Food Contamination is shown on the declaration page or another endorsement attached to this policy.

The most we will pay for all loss in any one occurrence under **Paragraph a.(5)** above is \$3,000 unless a higher limit for additional Advertising Expenses is shown on the declaration page or another endorsement attached to this policy.

We will not pay any fines or penalties levied against you by the Board of Health or any other governmental authority because of the discovery or suspicion of food contamination at the described premises.

4. Lock Replacement

- a. We will pay for the cost to repair or replace locks at the described premises due to theft or other loss to keys.
- b. The most we will pay under this Additional Coverage for all loss or damage in any one occurrence is \$1,000.
- c. A per occurrence deductible of \$100 applies.

5. Reward Payment

- a. We will pay a reward for information leading to the arrest and conviction of any person committing a crime resulting in loss of or damage to covered property from fire or theft. We will pay the lesser of \$10,000 or the amount of the fire or theft.
- b. The limit for this reward applies regardless to the number of persons providing the information and is not available to any person responsible, in any way, for the loss or to any Named Insured covered under this policy.
- c. No deductible applies to this additional coverage.

6. Spoilage Coverage

- a. We will pay for the loss of "perishable stock" caused by:
 - (1) A change in temperature or humidity resulting from mechanical breakdown, refrigeration failure, or cooling or humidity control apparatus or equipment failure but only while such apparatus or equipment is at the described premises.
 - (2) Contamination by a refrigerant.

- (3) Power outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.
- b. The most we will pay for loss under this additional coverage is \$10,000 unless a higher limit of insurance for spoilage coverage is shown on the declarations page, another endorsement to this policy or included under the Equipment Breakdown endorsement.
- c. The value of the "perishable stock" will be the selling price, as if no loss or damage had occurred, less discounts and expenses you otherwise would have had.
- d. This additional coverage does not apply if the spoilage results from the following exclusions in **Section I - Property, Paragraph B. Exclusions:**
 - (1) Earth movement.
 - (2) Governmental action.
 - (3) Nuclear hazard.
 - (4) War and military action.
 - (5) Water.
- e. This additional coverage does not apply if spoilage results from any of the following:
 - (1) The disconnection of any refrigerating, cooling or humidity control system from the source of power.
 - (2) The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
 - (3) The inability of an electrical utility company or other power source to provide sufficient power due to:
 - (a) Lack of fuel.
 - (b) Governmental order.
 - (4) The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.
 - (5) Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.
- f. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the deductible shown in the declaration page. We will then pay the amount of loss or damage in excess of that deductible, up to the applicable Limit of Insurance. No other deductible in this policy applies to the coverage provided by this Additional Coverage.
- g. You must maintain a refrigeration maintenance or service agreement. If you voluntarily terminate this agreement and do not notify us within 10 days, the spoilage coverage provided by this Additional Coverage will be automatically suspended at the involved premises.
However, coverage provided by this Additional Coverage is restored upon:
 - (1) Reinstatement of the applicable refrigeration maintenance or service agreement
 - (2) Procurement of a replacement refrigeration maintenance or service agreement.

A refrigeration maintenance agreement means a written service contract, between you and the refrigeration service organization that provides for emergency response, regular periodic inspection of the refrigeration equipment at the insured premises, and regular service and repair of the refrigeration equipment.

7. Water Back-up and Sump Overflow

- a. We will pay for direct physical loss or damage to Covered Property, covered under **Section I - Property**, caused by or resulting from:
 - (1) Water or waterborne material which backs up through or overflows or is otherwise discharged from a sewer or drain.

- (2) Water or waterborne material which overflows or is otherwise discharged from a sump, sump pump or related equipment, even if the overflow or discharge results from mechanical breakdown of a sump pump or its related equipment.
- b. The most we will pay for loss or damage under this coverage is \$10,000 on an annual aggregate basis, regardless of the number of premises or losses, unless a higher limit is shown on the declaration page or another endorsement attached to this policy.
- c. The coverage described in paragraph a. above, does not apply to:
 - (1) The cost of repairing or replacing a sump pump or its related equipment in the event of a mechanical breakdown.
 - (2) The insured's failure to keep a sump pump and its related equipment in proper working condition.
 - (3) The insured's failure to perform routine maintenance or make necessary repairs to keep a sewer or drain free from obstructions.
 - (4) Sump pump failure which is caused by or results from failure of powers, unless this policy is endorsed to cover power failure affecting the described premises.

F. Coverage Extensions

The following changes are made to **Section A. Coverage, Paragraph 6. Coverage Extensions**:

1. Newly Acquired or Constructed Property

- a. **Paragraph (1) Buildings**, the most we will pay for loss or damage is increased to \$350,000.
- b. **Paragraph (2) Business Personal Property**, the most will pay for loss or damage increased to \$200,000.
- c. **Paragraph (3) Period of coverage, item (b)** 30 days is increased to 90 days.
- 2. **Personal Property Off-Premises** limit is increased to \$25,000.
- 3. **Outdoor Property** limit is increased to \$10,000 but not more than \$2,500 for any one tree, shrub or plant.
- 4. **Personal Effects** limit is increased to \$10,000.
- 5. **Valuable Papers And Records** limit at the described premises is increased to \$25,000. The limit for valuable papers and records not at the described premises remains unchanged.
- 6. **Accounts Receivable** limit at the described premises is increased to \$25,000. The limit for accounts receivable not at the described premises remains unchanged

G. New Coverage Extensions

The following coverages are added to **Section A. Coverage, 6. Coverage Extensions**

1. Appurtenant Structures

- a. When a limit is shown for Building coverage on the declaration page, you may extend coverage at the described premises to apply to direct physical loss or damage caused by a covered cause of loss under this policy to appurtenant structures within 1,000 feet of the described premises
- b. When a limit is shown for Business Personal Property on the declaration page, you may extend coverage at the described premises to apply to direct physical loss or damage caused by a covered cause of loss under this policy to the business personal property in or on appurtenant structures within 1,000 feet of the described premises
- c. Appurtenant Structures include storage buildings, carports, garages, sheds, and similar structures which are not specifically listed as covered premises.
- d. The most we will pay for loss or damage to Buildings and/or Business Personal Property is 10% of the respective Building and/or Business Personal Property limit at the described premises not to exceed \$50,000.
- e. We will not pay more than 5% of the total insured values (Building and Business Personal Property) for Business Income coverage not to exceed \$25,000.

H. Optional Coverages

The following changes are made to **Section G. Optional Coverages**

1. Outdoor Signs

Paragraph d. is amended to add a limit of \$10,000 unless a higher limit is listed on the declaration page or another endorsement.

2. Money and Securities

a. **Paragraph c. (1)** is amended to add a limit of \$10,000 for "money" and "securities" inside the premises unless a higher limit is shown on the declaration page or another endorsement attached to this policy.

b. **Paragraph c. (2)** is amended to add a limit of \$5,000 for "money" and "securities" while anywhere else unless a higher limit is shown on the declaration page or another endorsement attached to this policy.

3. Employee Dishonesty

a. **Paragraph c.** is amended to add a limit of \$10,000 unless a higher limit is shown on the declaration page.

b. The following is added to Employee Dishonesty coverage:

We will also pay for loss of or damage to "money", "securities" and "other property" sustained by your customer resulting directly from theft committed by an identified employee, acting alone or in collusion with other persons.

The property covered under this coverage is limited to property owned, leased or held for others by the customer and only applies while the property is in a covered building at the premises described on the declaration page.

This insurance is for the benefit of the Named Insured only and provides no rights or benefits to any other person or organization, including your customer. Any claim for loss that is covered under this coverage must be presented by the Named Insured.

I. Property Definitions

The following definitions are added to **Paragraph H. Property Definitions**:

1. "Food contamination" means an incidence of food poisoning to one or more of your customers as a result of:

a. Tainted food you purchased.

b. Food which has been improperly stored, handled or prepared.

c. A communicable disease transmitted through one or more of your employees.

2. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property specifically excluded under this policy.

3. "Perishable stock" means property:

a. Maintained under controlled temperature or humidity conditions for its preservation.

b. Susceptible to loss or damage if the controlled temperature or humidity conditions change.

II. SECTION II – LIABILITY is amended as follows:

A. Section A. Coverages:

1. Coverage Extension – Supplementary Payments

a. **Paragraph (b)** cost of bail bonds required is increased from \$250 to \$1,000.

b. **Paragraph (d)** all reasonable expenses incurred is increased from \$250 a day to \$500 a day because of time off from work.

2. Medical Expenses

The included limit of \$5,000 is increased to \$15,000 per person.

3. Damage To Premises Rented To You

The included limit of \$50,000 is increased to \$300,000 unless a higher limit is shown on the declaration page.

4. Delivery Errors and Omissions Coverage is added as follows:

- a. We will pay those sums the insured becomes legally obligated to pay as damages because of a failure to deliver or a misdelivery of items held for sale. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for delivery errors and omissions to which this insurance does not apply. We may, at our discretion, investigate the circumstances of any misdelivery or failure to deliver and settle any claim or "suit" that may result.
- b. The most we will pay for damages under this coverage because of all failures or misdeliveries is \$10,000 in any one policy period.
- c. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$250 and then we will only pay the amount of loss or damage greater than \$250.
- d. Our right and duty to defend under this coverage ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.
- e. This coverage applies only to failures and misdeliveries that occur in the "coverage territory" and during the policy period.
- f. This coverage does not apply to:
 - (1) Intentional error, intentional misdelivery or intentional failure to deliver "your product".
 - (2) "Bodily injury", "property damage" or "personal and advertising injury".
 - (3) Discrimination based on a customer's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition or residence location.
- g. The Supplementary Payments provision applicable to the Bodily Injury, Property Damage, and Personal And Advertising Injury Liability Coverages also applies to this Delivery Errors And Omissions Coverage.
- h. The following replaces **Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** condition under **Paragraph E. Liability And Medical Expenses General Conditions of Section II – Liability for Delivery Errors Or Omissions Coverage only:**
 - (1) You must see to it that we are notified as soon as practicable of an error or omission which may result in a claim. To the extent possible, notice should include:
 - (a) How, when and where the error or omission took place.
 - (b) The name(s) and address(es) of the affected customer(s).
 - (2) If a claim is made or "suit" is brought against any insured, you must:
 - (a) Immediately record the specifics of the claim or "suit" and the date received.
 - (b) Notify us as soon as practicable.
 - (c) See to it that we receive written notice of the claim or "suit" as soon as practicable.
 - (3) You and any other involved insured must:
 - (a) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit".
 - (b) Authorize us to obtain records and other information at our request.
 - (c) Cooperate with us in our investigation or settlement of the claim or defense against the "suit".
 - (d) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of error or omission to which this insurance may apply.

- (4) No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

B. Blanket Additional Insured

The following is added to **Section C. Who Is An Insured**:

Any person or organization with whom you have agreed in a written contract, written agreement, or written permit to include as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused by an "occurrence" taking place after the effective date of the written contract, written agreement or written permit, and caused in whole or in part, by:

1. Premises you own, rent or use.
2. Your ongoing operations performed for that person or organization.
3. Your maintenance, operation or use of equipment or business personal property, other than aircraft, "auto" or watercraft, rented or leased to you by such person or organization.
4. "Your product" that is distributed or sold in the regular course of that person's or organization's business. This insurance does not apply if any physical or chemical change, including repackaging, is made to the product by that person or organization.
5. "Your work" performed for that person or organization and included in the "products-completed operations hazard".

This provision does not apply to "bodily injury" or "property damage" arising out of the rendering or failure to render any professional services by or for you.

Additional Insured status under this endorsement ends when the written contract, written agreement, or written permit ends. The Additional Insured status does not apply to any "occurrence" which takes place thereafter.

III. SECTION III - COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I - PROPERTY AND SECTION II - LIABILITY) is amended as follows:

A. Primary and Non-contributory Status for Additional Insureds

The following is added to **Paragraph H. Other Insurance**:

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under the policy provided:

1. The additional insured is a Named Insured under such other insurance.
2. You have agreed in a written contract, written agreement or written permit, executed prior to the "bodily injury", loss or "property damage", that this insurance would be primary and not seek contribution from any other insurance available to the additional insured.

B. Blanket Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Paragraph K. Transfer of Rights of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", loss or "property damage" arising out of your ongoing operations or "your work" done under a written contract, written agreement or written permit executed prior to the "bodily injury", loss or "property damage" and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – GRANTOR OF FRANCHISE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Person(s) Or Organization(s):

Kilwins Chocolates Franchise Inc.

Kilwins Quality Confections Inc. 1050 Bay View Rs

Petoskey, MI 49770

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Liability is amended as follows:

A. The following is added to Paragraph C. Who Is An Insured:

Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to their liability as a grantor of a franchise to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, 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.

B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits Of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.