

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WrapGapSM CONTINGENT EXCESS COVERAGE ENDORSEMENT OPERATIONS INSURED UNDER WRAP-UP PROGRAM NEW YORK

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE OF WRAP-UP POLICIES

Named Insured	Policy Issuing Company	Policy Number

A. Coverage provided to you under this endorsement becomes effective at the time you are awarded and have executed a contract for a production project that makes coverage available to you under a "wrap-up insurance program".

B. The following is added under **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

1. The following provision is added under Paragraph **A. Coverage:**

When coverage is available to you under a "wrap-up insurance program" for any production project in which you are involved, with respect to sums that you become legally obligated to pay as damages because of "bodily injury" or "property damage" caused by an "accident" resulting from the use of an "auto" that you lease, hire, rent or borrow, and arising out of your activities with respect to that production project:

If this policy provides broader coverage or conditions than the coverage terms of that "wrap-up insurance program", then this policy will provide coverage for loss to the extent of the difference in the coverages or conditions between this policy and the policy(ies) under the "wrap-up insurance program", subject to the terms, limitations and conditions of this policy.

With respect to autos that you lease, hire, rent or borrow, this provision does not apply to autos which are leased, hired, rented or borrowed with drivers, or which are leased, hired, rented or borrowed from any of your employees, partners, members (if you are a limited liability company) or members of their households.

2. The following provision is added under Paragraph **C. Limit Of Insurance:**

Only with respect to coverage provided under this endorsement, when coverage is available to you under a "wrap-up insurance program" for any production project in which you are involved, with respect to sums that you become legally obligated to pay as described in the above Paragraph **B.1.** of this endorsement:

If the Limit of Insurance available to you under the "wrap-up insurance program" become exhausted, the Limit of Insurance under this policy will apply on an excess basis, subject to all other provisions of Paragraph **C. Limit of Insurance** and subject to all other terms, limitations and conditions of this policy.

C. The following is added under **SECTION III – PHYSICAL DAMAGE COVERAGE:**

1. The following provision is added under Paragraph **A.4.b. Loss of Use Expenses:**

When coverage is available to you under a “wrap-up insurance program” for any production project in which you are involved, with respect to loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement, if such loss arises out of your activities with respect to that production project and the loss is covered under Comprehensive Coverage, Specified Causes Of Loss Coverage, or Collision Coverage:

If this policy provides broader coverage or conditions than the coverage terms of that “wrap-up insurance program”, then this policy will pay expenses for loss of use of a rented or hired vehicle which you become legally responsible to pay, to the extent of the difference in the coverages or conditions between this policy and the policy(ies) under the “wrap-up insurance program”, subject to the terms, limitations and conditions of this policy.

If the limits of insurance available to you for Loss Of Use Expenses under the “wrap-up insurance program” become exhausted, the limits of insurance for Loss of Use expenses under this policy will apply on an excess basis, subject to all other provisions of Paragraph **A.4.b Loss of Use Expenses** and subject to all other terms, limitations and conditions of this policy.

- D. Only with respect to coverage provided under this endorsement, Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended as follows:

1. Paragraph 5. Other Insurance is amended to add the following:

e. Regardless of the provisions of Paragraphs a. or c., above, coverage for leased, hired, borrowed or rented autos under this Coverage Form is excess over any other insurance available to you under a “wrap-up insurance program” that is listed in the Schedule of this endorsement.

2. The following Condition is added:

Certificate Of Insurance

You must obtain a Certificate of Insurance evidencing coverage available to you under the “wrap-up insurance program” as soon as practicable after execution of the contract for the production project covered under that “wrap-up insurance program”.

- E. Where required by written contract executed prior to commencement of production, coverage afforded by this endorsement will extend to your subcontractors or additional insureds under this policy with respect to their activities on your behalf to perform activities in accordance with the requirements of a production project that is included under the “wrap-up insurance program”.

- F. The following is added under **SECTION V – DEFINITIONS**:

“Wrap-up insurance program” means commercial automobile coverage secured by an advertising agency or its client, which provides coverage for some or all of the production company contractors or subcontractors involved in the production project.