



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2023

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).

<b>PRODUCER</b> PentaRisk Associates of Georgia 1870 The Exchange SW Suite 100 Atlanta GA 30339	<b>CONTACT NAME:</b> Laura Sadler	
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<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Crum & Forster Indemnity Company		31348
<b>INSURER B :</b> BusinessFirst Insurance Company		11697
<b>INSURER C :</b> United States Fire Insurance Company		21113
<b>INSURER D :</b> North River Insurance Company		21105
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED** KEGPLUM-01  
 K.E.G. Plumbing & Mechanical, Inc.  
 3148 Atlanta Highway  
 Dallas GA 30132

**COVERAGES**

CERTIFICATE NUMBER: 569234193

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		503-874201-6	3/8/2022	3/8/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		133-751674-8	3/8/2022	3/8/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		5821185276	3/8/2022	3/8/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	521-20482	3/8/2022	3/8/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Equipment			503-874201-6	3/8/2022	3/8/2023	Rented & Leased Equip Deductible 100,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Dekalb County School District and Dekalb County Board of Education is added as additional insured as required by written contract for General Liability and Auto Liability. Waivers of Subrogation for General Liability, Auto Liability and Workers Compensation are granted in favor of the additional insureds as required by written contract. Excess Liability/Umbrella is following form for general liability, auto liability and employers' liability as referenced above

**CERTIFICATE HOLDER****CANCELLATION**

Dekalb County School District and Dekalb County Board of Education  
 1780 Montreal Road  
 Tucker GA 30084-6705

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

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

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

#### **SCHEDULE**

- |   |  |
|---|--|
| 1. Broadened Insured Status   | 14. Audio, Visual, And Data Electronic Equipment                       |
| 2. Blanket Additional Insured When Required Under Written Contract  | 15. Loan/Lease Payoff Coverage   |
| 3. Employee Hired Autos Liability Coverage  | 16. Airbag Coverage  |
| 4. Employees As Insureds  | 17. Multiple Deductible Protection – Covered “Auto” And Trailer        |
| 5. Coverage Extensions – Supplementary Payments   | 18. Duties In The Event Of An Accident, Claim, Suit, Or Loss           |
| 6. Limited Fellow Employee Coverage   | 19. Non-Owned Auto Waiver Of Subrogation                               |
| 7. Limited Hired Auto - Physical Damage Coverage – Private Passenger (Includes Employee Hired Autos Physical Damage Coverage) | 20. Blanket Waiver Of Subrogation When Required Under Written Contract |
| 8. Custom Signs And Decoration  | 21. Coverage Territory – Short Term Hired Commercial “Autos”           |
| 9. Extended Towing Coverage   | 22. Limited Mexico Coverage  |
| 10. Glass Breakage  | 23. Unintentional Failure To Disclose Hazards                          |
| 11. Reimbursement For Increased Temporary Transportation Expense For Private Passenger And Commercial Vehicles                | 24. Mental Anguish Resulting From “Bodily Injury”                      |
| 12. Extra Expense – Stolen Vehicles   | 25. Waiver Of Sovereign Immunity                                       |
| 13. Personal Effects Coverage   | 26. Application Of This Endorsement                                    |

## 1. Broadened Insured Status

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A. Coverage, Subparagraph 1. Who Is An Insured is amended to include as an insured:

- A. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form, while using with your permission a covered "auto."

However, the insurance afforded by this provision 1.A. does not apply to any subsidiary that is an insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

- B. Any organization you newly acquire or form, and over which you maintain majority interest, while using with your permission a covered "auto".

The insurance afforded by this provision 1.B.:

1. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
2. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.
3. Does not include any newly acquired or formed organization that is:
  - a. A joint venture or partnership; or
  - b. An insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

## 2. Blanket Additional Insured When Required Under Written Contract

Paragraph A.1. Who Is An Insured under SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add:

- d. Any person, organization or governmental entity with respect to the operation, maintenance, or use of a covered "auto" if you are required to add such person, organization or governmental entity to this policy as an additional "insured" in order to comply with the terms of a written contract or written agreement. This Additional Insured status is not conferred when such written contract or written agreement:

- (1) Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or
- (2) Is executed after the date of "accident" or "loss";

Paragraph d.(2) above does not apply if:

- (a) the terms and conditions of the written contract or written agreement had been agreed upon prior to the "accident" or "loss"; and
- (b) you can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

Paragraph a. of Condition 5. Other Insurance of Part B. General Conditions under Section IV – Business Auto Conditions is amended by the addition of the following:

Regardless of whether other insurance is maintained by an additional insured on a primary basis, the coverage provided by Provision 2. of the Commercial Auto Broad Form Endorsement will be primary to and noncontributing with other insurance maintained by the additional insured if the written contract or written agreement between

you and the additional insured specifically requires that this insurance be primary.

### **3. Employee Hired Autos Liability Coverage**

The following is added to the Who Is An Insured Provision of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a written contract or written agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

### **4. Employees As Insureds**

The following is added to the Section II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

Any "employee" of yours while using with your permission a covered "auto" you don't own, hire or borrow if such "auto" is being used in your business or your personal affairs.

### **5. Coverage Extensions - Supplementary Payments**

Paragraphs a.(2) and a.(4) under SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph 2.a. Supplementary Payments are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is increased to \$5,000; and
2. In a.(4), the limit for the actual loss of earnings is increased to \$1,000 per day.

### **6. Limited Fellow Employee Coverage**

The following is added to Subparagraph 5. Fellow Employee under Paragraph B. Exclusions in SECTION II – COVERED AUTOS LIABILITY COVERAGE:

But this exclusion does not apply if:

- a. the "bodily injury" results from the use of a covered "auto" you own or hire, and
- b. you have Workers Compensation insurance in force covering all of your "employees."

Such coverage as is afforded by this provision is excess over any other collectible insurance.

### **7. Limited Hired Auto - Physical Damage Coverage - Private Passenger (Includes Employee Hired Autos Physical Damage Coverage)**

The following is added to Subparagraph 1. under Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE:

#### **d. Limited Hired Auto – Physical Damage – Private Passenger**

If hired "autos" are covered "autos" for Covered Autos Liability Coverage, and if Physical Damage Coverage of Comprehensive or Collision is provided under this Coverage Form for any "auto" you own, then Comprehensive and Collision Physical Damage Coverages as provided under SECTION III – PHYSICAL DAMAGE COVERAGE of this Coverage Part are extended to "autos" of the private passenger type you or your employee hires under a written contract or written agreement without a driver, at your direction, for the purpose of conducting your business, subject to the following:

- (1) The most we will pay for "loss" to any hired "auto" is \$35,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger type for that coverage, or \$1,000, whichever is less.
- (3) Limited Hired Auto – Physical Damage – Private Passenger coverage is excess over any other collectible insurance.
- (4) Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of the private passenger type insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$20 per day subject to a maximum of \$1,000.

If a limit for Hired Auto – Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$35,000 limit indicated above.

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

#### **8. Custom Signs And Decoration**

The following is added to Paragraph **A.** Coverage 1. under SECTION III – PHYSICAL DAMAGE COVERAGE:

In the event of a total loss to an "auto" insured for auto physical damage coverage on this policy, in addition to the actual cash value of the "auto", we will pay the actual cost to repair or replace signage or custom paint details up to \$5,000.

#### **9. Extended Towing Coverage**

If the named insured carries Comprehensive and Collision Coverage for the damaged covered commercial "auto", then this coverage extension **9.** applies to that covered "auto." If the damaged covered "auto" is of the private passenger type, then in addition to Comprehensive and Collision Coverage, the damaged covered "auto" must also carry Towing Coverage in order for this coverage extension **9.** to apply.

The following is added to Paragraph **A.2.** Towing under SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay for towing and associated labor costs each time a covered "auto" is disabled. All labor must be performed at the place of disablement. If the "auto" is of the private passenger type, there will be no deductible. If the "auto" is not a private passenger type, a \$250 deductible will apply to this coverage but it will not reduce the available limit of insurance. For all types of "autos", the most we will pay under this coverage is \$1,000 per disablement. "Autos" which are disabled do not include stolen vehicles.

#### **10. Glass Breakage**

If you carry Comprehensive Coverage for the damaged covered "auto", then this coverage extension applies to that covered "auto":

The following is added to Paragraph **A.3.** Glass Breakage - Hitting A Bird Or Animal – Falling Objects Or Missiles under SECTION III – PHYSICAL DAMAGE COVERAGE:

Any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced. If the glass must be replaced and there is no other damage associated with the "loss", the deductible will be \$100 unless

a lower deductible is shown on the declarations page for this coverage.

## **11. Reimbursement For Increased Temporary Transportation Expense For Private Passenger And Commercial Vehicles**

### **A. If The Covered "Auto" Has Comprehensive Or Specified Causes Of Loss Physical Damage Coverage:**

Paragraph a. Transportation Expenses under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is replaced by the following:

If your covered "auto" is damaged or stolen and the damage or theft is covered by Comprehensive or Specified Causes of Loss coverage provided by this policy, we will pay up to \$50 per day subject to a maximum limit of \$1,500 for the necessary and actual temporary transportation expenses (including rental reimbursement) incurred by you during the period beginning 24 hours after the theft or damage and ending, regardless of the policy's expiration,

- a. when the covered "auto" is returned to use or we pay for its "loss" in the event of a total theft of the covered "auto", or
- b. when the covered "auto" is repaired or replaced, or we pay for its "loss", whichever is earlier in the event of a "loss" due to a cause other than the total theft of the covered "auto."

Except with respect to losses pertaining to the total theft of covered "autos" of the private passenger type, this coverage does not apply while there are spare or reserve "autos" available to you.

No deductible applies to this coverage.

### **B. If The Covered "Auto" Has Collision Physical Damage Coverage:**

If your covered "auto" is damaged and the damage is covered by Collision coverage provided by this policy, we will pay up to \$50 per day subject to a maximum limit of \$1,500 for necessary and actual temporary transportation expenses (including rental reimbursement) incurred by you during the period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is repaired or replaced, or we pay for its "loss", whichever is earlier.

This coverage does not apply while there are spare or reserve "autos" available to you.

No deductible applies to this coverage.

## **12. Extra Expense - Stolen Vehicles**

The following is added under Paragraph A.4.a. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE:

We will pay for all reasonable and necessary expenses to return a stolen covered "auto" to the named insured if such covered "auto" carries Comprehensive coverage.

This coverage is limited to a maximum of \$1,500 for each covered "auto".

#### **16. Airbag Coverage**

If the named "insured" carries Comprehensive and Collision Coverage for the damaged covered "auto", then this coverage extension **16.** applies to that covered "auto".

The following is added to Subparagraph **3.a.** under Paragraph **B.** Exclusions in SECTION III - PHYSICAL DAMAGE COVERAGE:

The accidental discharge of an airbag shall not be considered mechanical or electrical breakdown and therefore shall not be excluded. This provision does not apply to "autos" you hire with a driver and it is excess over any warranty specifically designed to provide this coverage.

#### **17. Multiple Deductible Protection – Covered "Auto" And Trailer**

If you carry Comprehensive and Collision coverages for the damaged covered "autos", then this coverage extension **17.** applies to those covered "autos":

The following is added to Paragraph **D.** Deductible under SECTION III - PHYSICAL DAMAGE COVERAGE:

Whenever a covered "auto" and trailer are each damaged in the same "loss" while operating as a combined truck and trailer unit, only one deductible shall apply to the "accident". The larger of the two deductibles shall apply.

If another policy or coverage form issued by us, that is not an automobile policy or coverage form, applies to the same "loss" or "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is not the largest deductible, it will be waived.
2. If the deductible under this Business Auto Coverage Form is the largest deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **18. Duties In The Event Of An Accident, Claim, Suit, Or Loss**

A. Subparagraph **2.a.** under Paragraph **A.** Loss Conditions in SECTION IV – BUSINESS AUTO CONDITIONS is amended so that your obligations relative to notification requirements apply only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An executive officer, insurance manager or any other person designated by you to send notices of "accidents" or "loss" to insurers, if you are a corporation; or
5. A member, if you are a limited liability company.

B. Subparagraph **2.b.(2)** under Paragraph **A.** Loss Conditions in SECTION IV – BUSINESS AUTO CONDITIONS is amended so that your obligations relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An executive officer, insurance manager or any other person designated by you to send notices of claims or "suits" to insurers, if you are a corporation; or

5. A member, if you are a limited liability company.

#### **19. Non-Owned Auto Waiver Of Subrogation**

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

We hereby waive any right of subrogation against any of your officers, directors, or "employees" which might arise by reason of any payment under the insurance afforded by this policy for the operation, maintenance, use, loading, or unloading of non-owned "autos".

This waiver extends only to payments in excess of other valid and collectible insurance available to the officer, director, or "employee".

#### **20. Blanket Waiver Of Subrogation When Required Under Written Contract**

The following is added to Subparagraph 5. Transfer Of Rights Of Recovery Against Others To Us, under Paragraph A. Loss Conditions in SECTION IV - BUSINESS AUTO CONDITIONS:

However, we waive any right of recovery we may have against a person, organization or governmental entity when you have waived such right of recovery under a written contract or written agreement provided such written contract or agreement is:

1. currently in effect or becoming effective during the term of this policy; and
2. executed prior to the "accident" or "loss"; or
3. executed after the "accident" or "loss" if:
  - a. the terms and conditions of the written contract or written agreement had been agreed upon prior to the "accident" or "loss"; and
  - b. you can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

#### **21. Coverage Territory - Short Term Hired Commercial "Autos"**

Paragraph 7. Policy Period, Coverage Territory under Paragraph B. General Conditions in SECTION IV – BUSINESS AUTO CONDITIONS is amended by the addition of the following:

The coverage territory is extended to anywhere in the world if:

1. A covered "auto" of the commercial van, pick-up, or truck type is leased, hired, rented or borrowed for a period of 30 days or less; and
2. The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We will also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

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

**CONTRACTORS  
GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

- |  |   |
|--|---|
| 1. Expected Or Intended Injury                               | 16. Additional Insured – Engineers, Architects, Or Surveyors  |
| 2. Amended Defense Coverage For Indemnitees                  | 17. Additional Insured – Managers Or Lessors Of Premises  |
| 3. Non-Owned Watercraft                                      | 18. Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations |
| 4. Non-Owned Aircraft  | 19. Broad Knowledge / Notice Of Occurrence  |
| 5. Property Damage Liability – Borrowed Equipment            | 20. Waiver Of Transfer Of Rights Of Recovery Against Others To Us   |
| 6. Property Damage Liability – Elevators                     | 21. Unintentional Failure To Disclose Hazards   |
| 7. Damage To Premises Rented To You                          | 22. Mental Anguish, Mental Injury Or Humiliation  |
| 8. Contractual Liability For Personal And Advertising Injury | 23. Mobile Equipment  |
| 9. Medical Payments  | 24. Waiver Of Sovereign Immunity  |
| 10. Supplementary Payments                                   | 25. Aggregate Limits Of Insurance Per Project   |
| 11. Broad Form Named Insured                                 | 26. Contractual Liability – Work Within 50 Feet Of Railroads  |
| 12. Fellow Employee Coverage                                 | 27. Primary Insurance – Additional Insureds By Written Contract   |
| 13. Incidental Medical Malpractice Liability                 | 28. Liberalization Clause   |
| 14. Newly Acquired Organizations                             | 29. Electronic Data Liability   |
| 15. Additional Insured – Lessors Of Leased Equipment         | 30. Application Of This Endorsement   |

## 1. Expected Or Intended Injury

Exclusion a. **Expected Or Intended Injury** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

“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. Amended Defense Coverage For Indemnitees

**Supplementary Payments – Coverages A And B** is amended as follows:

Paragraph 2.d. under **Section I – Supplementary Payments – Coverages A And B** is hereby deleted.

Paragraph 2.e. under **Section I – Supplementary Payments – Coverages A And B** is replaced by the following:

The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such “suit”. In the event we agree a conflict exists between the interests of the insured and the interests of the indemnitee, we will select and assign separate defense counsel for the indemnitee and pay reasonable attorneys’ fees and necessary litigation expenses; and

## 3. Non-Owned Watercraft

Paragraph (2)(a) of Exclusion g. **Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

(a) Less than 55 feet in overall length; and

## 4. Non-Owned Aircraft

Exclusion g. **Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to an aircraft, in which you have no ownership interest, provided:

a. It is:

(1) Loaned to;

(2) Rented by; or

(3) Hired or chartered by

the insured with a paid and licensed crew;

b. It is not being used to carry persons or property for a charge; and

c. The pilot in command holds a currently effective license, issued by the duly constituted authority of the United States of America or Canada, designating him or her as a commercial airline pilot for the particular aircraft being flown.

## 5. Property Damage Liability – Borrowed Equipment

Paragraph (4) of Exclusion j. **Damage To Property** under **Section I – Coverage A – Bodily Injury And**

**Property Damage Liability** is amended to include the following:

This exclusion does not apply to equipment which you borrow from a person or entity, other than an insured, unless the "property damage" occurs while such equipment is being used by an insured at a job site.

Subject to all terms of **Section III – Limits Of Insurance**, the maximum limit in any one "occurrence" is \$25,000 subject to an annual aggregate of \$50,000 for all "occurrences".

The insurance provided by this exception to Exclusion **j.(4)** as set forth in Paragraph **5.** of this Contractors General Liability Enhancement Endorsement is excess over any other valid and collectible insurance available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis, that would also apply to the loss covered under this provision.

#### **6. Property Damage Liability – Elevators**

Exclusion **j. Damage To Property** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is amended to include the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to liability arising out of the use of elevators.

The insurance provided by this exception to Exclusions **j.(3)** and **j.(4)** as set forth in Paragraph **6.** of this Contractors General Liability Enhancement Endorsement is excess over any other valid and collectible insurance available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis, that would also apply to the loss covered under this provision.

#### **7. Damage To Premises Rented To You**

a. The last paragraph of **2.** Exclusions under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

- (1) With respect to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner, Exclusions **c.** through **n.**, do not apply.
- (2) With respect to damage by other than fire to premises while rented to you or temporarily occupied by you with permission of the owner, Exclusions **c.** through **n.**, except for Exclusion **f.**, do not apply unless the damage arises out of "your work".

A separate limit of insurance applies to the coverage set forth in **(1)** and **(2)** above as described in **Section III – Limits Of Insurance.**

b. **Section III – Limits Of Insurance** is amended by replacing Paragraph **6.** with the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with the permission of the owner. The Damage To Premises Rented To You Limit is the amount set forth in the Declarations or \$300,000, whichever is greater.

#### **8. Contractual Liability For Personal And Advertising Injury**

Exclusion **e. Contractual Liability** under **Section I – Coverage B – Personal And Advertising Injury Liability** is amended to add the following after the last sentence:

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This exclusion also does not apply to that part of any contract or agreement pertaining to your business under which you assume the "tort liability" of another party to pay for "personal and advertising injury" to a third party or organization, provided the "personal and advertising injury" offense occurs subsequent to the execution of the contract or agreement.

For the purposes of this provision, "tort liability" means a liability that would be imposed by law in the absence of any contract or agreement.

## 9. Medical Payments

**Section I – Coverage C – Medical Payments** is amended to include the following only if **Coverage C – Medical Payments** is not otherwise excluded from this coverage part:

The Medical Payments Limit is changed to the greater of:

- a. \$15,000; or
- b. The Medical Expense Limit shown in the Declarations of this coverage part.

Paragraph 1.a.(3)(b) under **Section I – Coverage C – Medical Payments** is replaced by the following:

The expenses are incurred and reported to us within three years of the date of the accident; and

## 10. Supplementary Payments

**Supplementary Payments – Coverages A And B** under **Section I – Coverages** is amended as follows:

- a. The bail bonds limit shown in Paragraph 1.b. is increased from \$250 to \$2,500.
- b. The actual loss of earnings limit shown in Paragraph 1.d. is increased from \$250 to \$1,000.

## 11. Broad Form Named Insured

Paragraph 1.d. under **Section II – Who Is An Insured** is amended to include the following:

If you are an organization other than a partnership, limited liability company or joint venture, any of your subsidiary companies or any company over which you exercise control and actively manage will qualify as an insured only if other valid and collectible insurance does not apply.

## 12. Fellow Employee Coverage

Paragraph 2.a. (1)(a) under **Section II – Who Is An Insured** is deleted.

## 13. Incidental Medical Malpractice Liability

Paragraph 2.a. (1)(d) under **Section II – Who Is An Insured** does not apply to "employees" who are employed as nurses or other "employees", excluding physicians and medical doctors, who provide incidental health care services within the scope of their employment by you.

## 14. Newly Acquired Organizations

Paragraph 3.a. under **Section II – Who Is An Insured** is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

#### **15. Additional Insured – Lessors Of Leased Equipment**

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease equipment and with whom you have agreed to add as an additional insured to this policy by written contract or written agreement but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of the equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

- (1) Only 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.
- b. The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of, and are not in addition to, the limits of insurance shown in the Declarations of this policy.
  - c. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires or is terminated.

#### **16. Additional Insured – Engineers, Architects, Or Surveyors**

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any architect, engineer or surveyor engaged by you and with whom you have agreed by written contract to add as an additional insured to this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" 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; or
- (2) In the performance of your ongoing operations.

However, the insurance afforded to such additional insured only applies to the extent permitted by law and will not be broader than that which you are required by the written contract to provide for such additional insured.

- b. The limits of insurance applicable to the additional insured are those specified in the written contract in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of, and are not in addition to, the limits of insurance shown in the Declarations of this policy.
- c. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

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.

**17. Additional Insured – Managers Or Lessors Of Premises**

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any manager or lessor of premises leased to you and with whom you have agreed by written contract to add as an additional insured to this policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” that takes place after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by, or on behalf of, the manager or lessor of the premises.
- b. However, the insurance afforded to such additional insured:
- (1) Only applies to the extent permitted by law; and
  - (2) Will not be broader than that which you are required by the written contract to provide for such additional insured.
- c. The limits of insurance applicable to the additional insured are those specified in the written contract or in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of, and are not in addition to, the limits of insurance shown in the Declarations of this policy.

**18. Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations**

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision which has issued a permit or authorization to you.
- (1) This applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.  
However:
    - (a) The insurance afforded to such additional insured applies to the extent permitted by law; and
    - (b) 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.
  - (2) This insurance does not apply to:
    - (a) “Bodily injury”, “property damage” or “personal and advertising injury” arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
    - (b) “Bodily injury” or “property damage” included within the “products-completed operations hazard”.
- b. The limits of insurance applicable to the additional insured are those specified in the contract or agreement or in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of, and are not in addition to, the limits of insurance shown in the Declarations of this policy.

**19. Broad Knowledge / Notice Of Occurrence**

**Section IV – Commercial General Liability Conditions** is amended to include the following:

- a. The requirement in Condition **2.a.**, which states that you must see to it that we are notified of any "occurrence" or offense, applies only when the "occurrence" or offense is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) A member, if you are a joint venture;
  - (4) An "executive officer", manager or supervisor if you are a corporation; or
  - (5) A member, if you are a limited liability company.
  
- b. The requirement in Condition **2.b.**, which states that you must see to it that we receive notice of a claim or "suit", will not be considered breached unless the breach occurs after such claim or "suit" is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) A member, if you are a joint venture;
  - (4) An "executive officer", manager or supervisor if you are a corporation; or
  - (5) A member, if you are a limited liability company.

If you report an accident to your Workers Compensation insurance carrier which later develops into a claim or "suit" for a liability "occurrence" for coverage which is provided by this policy, failure to report such "occurrence" to us at the time of the accident shall not be a violation of the notification of loss condition (Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**) contained in this policy. It is agreed, however, that you shall give notification of such claim or "suit" to us as soon as you are made aware of the fact that the particular accident has developed into a claim or "suit".

## **20. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

Condition **8. Transfer Of Rights Of Recovery Against Others To Us** under **Section IV – Commercial General Liability Conditions** is amended to include the following:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" when you have waived such right of recovery under a written contract with that person or organization. Such written contract must be:

- a. Currently in effect or becoming effective during the term of this policy; and
- b. Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".

Alternatively, the written contract may be executed after the "bodily injury", "property damage" or "personal and advertising injury" but only if:

- (i) The terms and conditions of the written contract had been agreed upon prior to the "bodily injury", "property damage" or "personal and advertising injury"; and
- (ii) The insured can definitively establish that the terms and conditions of the written contract ultimately executed are the same as those which had been agreed upon prior to the "bodily injury", "property damage" or "personal and advertising injury".

## **21. Unintentional Failure To Disclose Hazards**

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**Section IV – Commercial General Liability Conditions** is amended to include the following:

**Unintentional Failure To Disclose Hazards**

Your unintentional failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy.

**22. Mental Anguish, Mental Injury Or Humiliation**

The definition of "bodily injury" in Paragraph 3. under **Section V – Definitions** is replaced by the following:

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

**23. Mobile Equipment**

Paragraph 12. under **Section V – Definitions** is amended to include the following:

Paragraph f.(1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

**24. Waiver Of Sovereign Immunity**

The following provision applies if you are a "governmental entity" or we have added a "governmental entity" to your policy as an additional insured, and the "governmental entity" requires us to obtain permission prior to asserting a defense involving governmental immunity or the jurisdiction of the tribunal over the "governmental entity":

We shall not raise any defense involving, in any way, the jurisdiction of the tribunal over the "governmental entity", the immunity of the "governmental entity" or its commissioners, officers, agents or employees, the governmental nature of such entity, or the provisions of any statutes respecting suits against the "governmental entity" without first obtaining express advance permission from the designated representative of the "governmental entity".

Application of this provision shall not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

For the purposes of this provision, "governmental entity" means a state, county, district, municipality, town, township, borough, parish, village, or other political subdivision or governmental agency or subdivision.

**25. .Aggregate Limits Of Insurance Per Project**

**Section III – Limits Of Insurance** is amended to include the following:

8. The General Aggregate Limit described in 2. above is subject to the following:

- a. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which can be attributed only to ongoing operations at a "single construction project" away from premises owned by or rented to the insured:

(1) A separate Single Construction Project General Aggregate Limit applies to each

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**\*Blanket Waiver of Subrogation Applies\***

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: January 6, 2022

Carrier: BusinessFirst Insurance Company

Effective Date of Endorsement: March 8, 2022

Policy Number: 521-20482

Countersigned by: \_\_\_\_\_

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a horizontal line and a flourish.

Insured: K.E.G. Plumbing & Mechanical, Inc.

**WC 00 03 13** (Ed. 4-84)