



ADDITIONAL REMARKS SCHEDULE

AGENCY Brand & Britt Insurance Agency		NAMED INSURED Donald Camp, Inc. P O Box 550 Snellville, GA 30078	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

GL Form CG2039 12 19 - additional Insured - Owners, Lessees Or Contractors - Automatic Stuuatus When Required In Written Construction Agreement with You (Completed Operatons)

Auto forms attached: CA 60 10 23 Business Auto Optimum (Blanket Additional Insureds when required by written contract, Waiver of Subrogation)

WC forms attached: WC 99 06 27 BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT (ALL GA OPERATIONS)

Job# ITB 20-752-036

Policy Forms and Endorsements

Form or Endorsement Name	Number	Edition
<u>Policy Level</u>		
Common Policy Conditions	* IL 00 17	11 98
Disclosure Pursuant to Terrorism Risk Insurance Act	* IL 09 85	12 20
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	* IL 00 21	09 08
Exclusion Of Certain Computer-Related Losses	* IL 09 35	07 02
Lead Exclusion	* IL 15	06 15
Georgia Changes - Cancellation and Nonrenewal	* IL 02 62	02 24
Common Policy Conditions Changes	* IL 43	05 11
Mutual Conditions	* MU 01	01 19
<u>Commercial Property Coverage Part</u>		
Cap On Losses From Certified Acts Of Terrorism	* IL 09 52	01 15
Building And Personal Property Coverage Form	* CP 00 10	10 12
Business Income (And Extra Expense) Coverage Form	* CP 00 30	10 12
Commercial Property Conditions	* CP 00 90	07 88
Georgia Changes	* CP 01 31	01 20
Exclusion of Loss Due to Virus or Bacteria	* CP 01 40	07 06
Causes Of Loss - Special Form	* CP 10 30	09 17
Limitations On Coverage For Roof Surfacing	* CP 10 36	10 12
Joint Or Disputed Loss Agreement	* CP 12 70	09 96
Changes - Building Glass	* CP 25	01 13
Equipment Breakdown	* CP 27	09 17
Georgia Changes	* CP 28 GA	09 17
Contractors Property Optimum	* CP 65	06 20
Cyber Incident Exclusion	* CP 10 75	12 20
<u>Commercial General Liability Coverage Part</u>		
Cyber Coverage Form	* CC 22	06 21
Georgia Changes	* CC 24	06 21
Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) Exclusion	* CG 40 32	05 23
Cap On Losses From Certified Acts Of Terrorism	* CC 18	06 20
Commercial General Liability Coverage Form	* CG 00 01	04 13
Asbestos, Silica Or Mixed Dust Exclusion	* CG 09 GA	06 15
Additional Insured - Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)	* CG 20 39	12 19
Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception	* CG 21 06	05 14
Fungi Or Bacteria Exclusion	* CG 21 67	12 04
Cap On Losses From Certified Acts Of Terrorism	* CG 21 70	01 15
Exclusion - Contractors - Professional Liability	* CG 22 79	04 13
Medical Payment Changes	* CG 44	05 11
Employment Practices Liability Endorsement Including 3rd Party Coverage	* CG 78	06 18
Contractors General Liability Optimum	* CG 95	06 20
<u>Commercial Inland Marine Coverage Part</u>		
Amendatory Endorsement - Fungus Exclusion And Limited Coverage Deleted	* IM 22 00	09 15
Amendatory Endorsement - Georgia	* CL 01 28	07 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT WITH YOU (COMPLETED OPERATIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added 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, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".
- 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 contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to:
- "Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, 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" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**
- The most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement you have entered into with the additional insured; or
 2. Available under the applicable limits of insurance;
- whichever is less.
- This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS GENERAL LIABILITY OPTIMUM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the coverage modifications, extensions and additions provided in this endorsement. The limits shown below, unless stated otherwise, apply at each designated location. If a limit is shown elsewhere in the policy for any of these coverages, then that limit applies in addition to the limits shown below. If a different deductible amount is shown in the policy for any of these coverages, then that deductible will be the applicable deductible. For complete details of the coverages provided, refer to the specific policy language.

<u>Coverage Description</u>	<u>Limit Of Insurance</u>
1. Expected Or Intended Injury	INCL
2. Coverage For Injury To Leased Workers	INCL
3. Non-Owned Watercraft Redefined To 51 Feet	INCL
4. Property Damage to Borrowed Equipment	\$25,000
5. Damage To Premises Rented To You – Increased Perils	INCL
5. Damage To Premises Rented To You – Increased Coverage	\$300,000
6. Supplementary Payments Increased Limits – Bonds	\$2,500
6. Supplementary Payments Increased Limits – Earnings	\$500 Per Day
7. Broad Form Named Insured	INCL
8. Additional Insured – Lessor Of Leased Equipment	INCL
9. Additional Insured – Managers Or Lessor of Premises	INCL
10. Additional Insured – Required by Contract	INCL
11. Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits or Authorization	INCL
12. Incidental Medical Malpractice	INCL
13. Newly Formed Or Acquired Organizations – 180 Days To Report	INCL
14. Medical Payments	\$10,000
15. Duties In The Event Of Occurrence, Offense, Claim Or Suit – Redefined	INCL
16. Blanket Primary And Noncontributory	INCL
17. Waiver Of Transfer Of Rights Of Recovery Against Others To Us	INCL
18. Mobile Equipment Redefined to 1,000 Pounds	INCL
19. Unintentional Failure To Disclose Hazards	INCL
20. Lost Key Coverage	\$5,000 Each Occurrence
21. Limited, Care, Custody Or Control Coverage	\$25,000 Each Occurrence/ \$50,000 Aggregate

<u>Coverage Description</u>	<u>Limit Of Insurance</u>
22. Voluntary Property Damage	\$5,000 Each Occurrence \$25,000 Aggregate
23. Aggregate Limit Per Location	INCL
24. Aggregate Limit Per Project	INCL
25. Electronic Data Liability	\$10,000
26. Liberalization Clause	INCL

A. The following changes apply to Section I - Coverages, Coverage A – Bodily Injury And Property Damage Liability unless otherwise noted:

1. Expected Or Intended Injury

Exclusion 2.a. under Paragraph 2. Exclusions is replaced with 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. Coverage For Injury To Leased Workers

With respect to Exclusion 2.e. under Paragraph 2. Exclusions, the definition of “employee” in Section V – Definitions is replaced by the following”

5. “Employee” does not included a “leased worker” or “temporary worker”.

3. Non-owned Watercraft

Exclusion g. (2) is replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge.

4. Property Damage To Borrowed Equipment

a. Exclusion j. (4) under Paragraph 2. Exclusions does not apply to “property damage” to borrowed equipment while that equipment is:

- (1) Not being used to perform operations; and
- (2) Away from an insureds premises.

b. Subject to Paragraph 5. in Section III – Limits Of Insurance, the most we will pay for damages because of “property damage” to equipment you borrow from others is \$25,000 per “occurrence”.

c. The insurance afforded by provision 4. Property Damage To Borrowed Equipment is excess over any valid and collectible property insurance available to the insured following is added to Section V – Definitions:

“Customer goods” means property of your customer on your premises for the purpose of being:

- (1) Worked on; or
- (2) Used in your manufacturing process.

d. The most we will pay for “property damage” to “customer goods” under this provision is \$25,000 regardless of the number of:

- (1) Insureds;
- (2) Claims made or suits brought; or
- (3) Persons or organizations making claims or bringing “suits”.

\$25,000 is the most we will pay for all claims or “suits” for “property damage” to “customers goods” under this provision during each consecutive annual period starting with the beginning of the policy period.

5. **Damage To Premises Rented To You – Increased Perils, Increased Coverage**

Exclusion j., first paragraph following Paragraph (6) is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to “property damage” (other than damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems) to premises including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as Described in **Section III – Limits of Insurance**.

The last paragraph of Paragraph 2. **Exclusions** is replace by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits of Insurance**.

Section III – Limits of Insurance, Paragraph 6. is replaced by 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 in the case of damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems, while rented to you or temporarily occupied by you with the permission of the owner. The limit is the greater of:
 - a. \$300,000; or
 - b. The amount shown in the Declarations for Damage To Premises Rented To You Limit.

The word ‘fire’ is changed to ‘fire, lightning, explosion, smoke, or leakage from automatic fire protection systems’ wherever it appears in:

1. Condition 4. b. (1) (a) (ii) of **Section IV – Commercial General Liability Conditions**; and
2. 9.a. of **Section V -Definitions**.

6. **Supplementary Payments Increased Limits**

Under **Section Supplementary Payments – Coverage A and B** :

Paragraph 1. b. is replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph 1. d. is replaced with the following:

- d. 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 \$500 a day because of time off work.

7. Broad Form Named Insured

Section II – Who is an insured is amended to include as a Named Insured any organization or subsidiary thereof which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

This provision 7. does not apply "bodily injury", "property damage" or "personal and advertising injury" with respect to which a Named Insured under this policy is also a Named Insured under another policy or would be a Named Insured under such policy but for its termination or upon exhaustion of its limits of insurance.

8. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You

- a. **Section II – Who is an Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this provision 8. ends when their contract or agreement with you for such leased equipment ends.

This provision 8. does not apply to any person or organization included as an additional insured by an endorsement issued by us and made a part of the Coverage Form.

- b. With respect to the insured afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

9. Additional Insured – Managers or Lessors Of Premises When Required in Written Lease Agreement With You

Section II – Who is an Insured is amended to include as an additional insured when required in a written lease agreement, any person(s) or organization(s) from whom you have leased premises, 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:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the manager or the lessor.

10. Additional Insured – Required by Contract

a. **Section II – Who is an Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person’s or organization’s status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply:

(1) To “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) 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, of 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 architectural, engineering or surveying services.

(2) To “bodily injury” or “property damage” occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of “your work” out of which the injury or damage arise has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

11. Additional Insured – State Or Political Subdivisions Automatic Status When Required For Permits

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. This insurance applies only with respect to operations performed by you or on the behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

(1) The insurance afforded the additional insured does not apply to:

(a) “Bodily Injury”, “property damage” or “personal and advertising injury” arising out of operations performed for the federal government, state or municipality; or

(b) “Bodily Injury” or “property damage” included within the “products-completed operations hazard”.

With respect to the insurance afforded to these additional insureds in provision **8., 9., 10. or 11.**, the following is added:

- a. 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.
 - (3) Does not apply unless the written lease agreement has been executed prior to the “bodily injury”, “property damage” or “personal and advertising injury”.
- b. The following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

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

Provisions **8., 9., 10., or 11.** shall not increase the applicable Limits Of Insurance shown in the Declarations and do not apply to any person or organization included as an additional insured by an endorsement issued by us and made a part of the Coverage Form.

12. Incidental Medical Malpractice

Paragraph **2. a. (1) (d)** of **Section II – Who Is An Insured**, does not apply to your “employees” who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics

in the jurisdiction where an “occurrence” or offense to which this insurance applies takes place. This coverage does not apply if you are in the business or occupation of providing any such professional services.

13. Newly Formed Or Acquired Organizations As Named Insureds

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

- 3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50 percent of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization;
 - c. Coverage B does not apply to “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization; and
 - d. Coverage A does not apply to damage to “your products” that occurred before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

The last paragraph of **Section II – Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

14. Medical Payments Increased Limits

The Medical Expense Limit shown in the Declarations is increased to \$10,000.

15. Duties In The Event Of Occurrence, Offense, Claim Or Suit – Redefined

The requirement in **Condition 2. a.** of **Section IV – Commercial General Liability Conditions** that you must see to it that we are notified of an “occurrence” only applies when the “occurrence” or offense is known to:

- a. You, if you are an individual;
- b. A partner, if you are a partnership;
- c. An officer of the corporation if you are a corporation;
- d. Your members and managers, if you are a limited liability company;
- e. Your insurance manager; or
- f. The trustee, if you are a trust.

The requirement in **Condition 2.b.** of **Section IV – Commercial General Liability Conditions** that you must see to it that we receive written notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- a. You, if you are an individual;
- b. A partner, if you are a partnership;
- c. An officer of the corporation, if you are a corporation;
- d. Your members and managers, if you are a limited liability company;
- e. Your insurance manager; or
- f. The trustee, if you are a trust.

16. Blanket Primary And Noncontributory – Other Insurance Condition

Paragraph **a.** Primary Insurance of Paragraph **4.** Other Insurance of **Section IV – Commercial General Liability Conditions**, is amended by the following additional paragraph:

However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured added to this policy by provisions **8., 9., 10., or 11.** subject to the following conditions:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

17. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required Within A Written Agreement With You – Blanket

Section IV – Commercial General Liability Conditions, Paragraph **8**. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of:

- a. Your ongoing operations or “your work” done under a written contract with that person or organization and included in the “products-completed operations hazard”; or
- b. The ownership, maintenance or use of that part of the premises leased to you.

The waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive the rights of recovery under this policy, but only to the extent that subrogation is waived prior to any injury or damage under a contract with that person or organization. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring “suit” or transfer those rights to us and help us enforce those rights.

18. Mobile Equipment Redefined

Paragraph **12. f. (1)**., of **Section V – Definitions** does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

19. Unintentional Failure To Disclose Hazards

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Coverage Form will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery. This provision does not affect our right to collect additional premium as a result of an unintentional error or omission. In addition, this provision does not affect our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

20. Lost Key Coverage

- a. Coverage for “bodily injury” and “property damage” liability with respect to the insured’s operations is extended as follows:
 - (1) We will pay those sums that you become legally obligated to pay as damages due to loss of keys by an insured in the course of your business. The keys must be loaned to the insured or in the care, custody or control of the insured.
 - (2) The additional insurance provided by this endorsement does not apply to:
 - (a) Misappropriation
 - (b) Secretion
 - (c) Conversion
 - (d) Infidelity; or
 - (e) Any dishonest act on the part of the insured.
- b. The most we will pay for loss or damage resulting from any one “occurrence” under this provision **20**. is \$5,000.
- c. A deductible of \$100 applies to any one loss or damage resulting from any one “occurrence” regardless of the number of persons or organizations who sustain damages because of that “occurrence”.

We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount that has been paid by us.

d. This coverage extension is subject to the following:

- (1) Exclusion j. Damage To Property, Paragraph j. (3) and j. (4) of **Section I – Coverage A – Bodily Injury And Property Damage Liability** do not apply to the loss of keys by an insured.
- (2) Paragraph 2. a. (2) of **Section II – Who Is An Insured** does not apply to this additional insurance.

21. Limited Care, Custody Or Control Liability Coverage

a. Insuring Agreement

With respect to the coverage provided by **21. Limited Care, Custody or Control Liability Coverage**, the following is added to Paragraph 1. a. of **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

We will pay all sums that the insured becomes legally obligated to pay as damages because of “loss” to property of others while in the care, custody or control of the insured.

b. Exclusions

With respect to the coverage provided by this coverage extension:

- (1) Exclusion 2. j. (4) and 2. j. (5) of **Section I – Coverage A Bodily Injury And Property Damage Liability** do not apply; and
- (2) The following additional exclusions are added to **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

This insurance does not apply to “loss” to property:

- (a) Held by the insured for sale of entrusted to the insured for storage or safekeeping;
- (b) Owned or occupied by, rented or leased to, or loaned to any insured;
- (c) Included in the “products-completed operations hazard”; and
- (d) Arising from errors or mistakes in design, plans or specifications committed by or on behalf of the insured.

c. Limit of Insurance

With respect to the coverage provided by **21. Limited Care, Custody or Control Liability Coverage**, the following is added to **Section III – Limit of Insurance**:

- (1) The most we will pay for “loss” including all resulting loss of use of that property, as a result of any one “occurrence” under this coverage is \$25,000. However, the most we will pay for the sum of all “loss”, including all resulting loss of use of property, as a result of all “occurrences” under this coverage is \$50,000. These limits are part of, and not in addition to, the Each Occurrence and General Aggregate limits.
- (2) We will not pay for a “loss” in any one “occurrence” until the amount of “loss” exceeds the deductible shown under **d. Deductible**. We will then pay the amount of “loss” or damage in excess of the deductible, up to the applicable limit of insurance.

d. Deductible

- (1) We are not obligated to pay any “loss” until such “loss” exceeds \$250. We will then pay the amount of “loss” in excess of the deductible, up to the applicable limit of insurance. This deductible amount applies to all “loss” to real or personal property belonging to others as the result of any one “occurrence”.
- (2) We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

- (3) The terms of this insurance, including those with respect to:
 - (a) Our right and duty to defend any “suits” seeking those damages; and
 - (b) Your duties in the event of an “occurrence”, claim or “suit” apply irrespective of the application of the deductible amount.
- e. Excess Insurance
This insurance is excess over any other collectible insurance available to the insured.
- f. Additional Definition
The following is added to **Section V – Definitions**:
“Loss” means any unintentional damage or destruction but does not include disappearance, abstraction or theft.

22. Voluntary Property Damage Coverage

- a. Insuring Agreement
With respect to the coverage provided by 22. Voluntary Property Damage Coverage, the following is added to Paragraph 1. a. of **Section I – Coverage A – Bodily Injury And Property Damage Liability**:
At your request, we will pay for a “loss” to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period even if you are not legally liable, if such property is otherwise subject to this coverage.
- b. Exclusions
With respect to the Voluntary Property Damage Coverage:
 - (1) Exclusions 2. j.(4) and 2. j. (5) of **Section I – Coverage A – Bodily Injury And Property Damage Liability** do not apply.
 - (2) The following additional exclusions are added to **Section I – Coverage A – Bodily Injury And Property Damage**:
This insurance does not apply to “loss” to property:
 - (a) Held by the insured for sale or entrusted to the insured for storage or safekeeping;
 - (b) Owned or occupied by, rented or leased to, or loaned to any insured;
 - (c) Included in the “products-completed operations hazard”, or
 - (d) Arising from errors or mistakes in design, plans or specifications committed by or on behalf of the insured.
- c. Limit of Insurance
With respect to Voluntary Property Damage Coverage, the following is added to **Section III – Limit of Insurance**:
 - (1) The most we will pay for the “loss”, including all resulting loss of use of that property, as a result of any one “occurrence” under this coverage is \$5,000. However, the most we will pay for the sum of all “loss”, including all resulting loss of use of property, as a result of all “occurrences” under this coverage is \$25,000. These limits are part of, and not in addition to, the Each Occurrence and General Aggregate limits.
 - (2) We will not pay for “loss” in any one “occurrence” until the amount of the “loss” exceeds the deductible shown under d. Deductible. We will then pay the amount of “loss” in excess of the deductible, up to the applicable limit of insurance.

d. Deductible

- (1) With respect to Voluntary Property Damage Coverage, we are not obligated to pay any “loss” until such “loss” exceeds \$250. We will then pay the amount of “loss” in excess of the deductible, up to the applicable limit of insurance. This deductible amount applies to all “loss” to real or personal property belonging to others as the result of any one “occurrence”.
- (2) We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken; you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

e. Excess insurance

This insurance is excess over any other collectible insurance available to the insured.

f. Additional Definition

The following is added to **Section V – Definitions**:

“Loss” means any unintentional “property damage” but does not include disappearance, abstraction or theft.

We will not pay for any “loss” under **21. Limited, Care, Custody or Control Liability Coverage** unless you are legally liable. If we provide coverage for the same “loss” under **21. Limited Care Custody or Control Liability** and **22. Voluntary Property Damage Coverage**, the most we will pay for the “loss” under the two coverages combined is \$30,000.

23. Aggregate Limit Per Location

For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I – Coverage C – Medical Payments**, which can be attributed only to operations at a single designated “location” shown in the Declarations.

- a. A separate Location General Aggregate Limit applies to each “location”, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
- b. The Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A insurance except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard” and for medical expenses under Coverage C regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or “suits” brought; or
 - (3) Persons or organizations making claims or bringing “suits”.
- c. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Location General Aggregate Limit for that “location”. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Location General Aggregate Limit for any other “location” shown in the Declarations.
- d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Location General Aggregate Limit.
- e. **Section V – Definitions** is amended to include:

“Location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

24. Aggregate Limit Per Project

For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I – Coverage C – Medical Payments**, which can be attributed only to operations at a single construction project:

- a. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
- b. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard” and for medical expenses under Coverage C regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or “suits” brought; or
 - (3) Persons or organizations making claims or bringing “suits”.
- c. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
- d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Location General Aggregate Limit.

25. Electronic Data Liability

- a. Exclusion 2. p. of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data” that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of “bodily injury”.

- b. The following paragraph is added to **Section III – Limits of Insurance**:

8. subject to **5.** above, the Loss of Electronic Data Limit of \$10,000 is the most we will pay under Coverage A for “property damage” because of all loss of “electronic data” arising out of any one “occurrence”.

- c. The following definition is added to the **Section V – Definitions**:

“Electronic Data” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- d. For the purpose of the coverage provided by this provision **25.**, the definition of “property damage” in **Section V – Definitions** is replaced by the following:

17. “Property damage” means:

- a. “Physical injury” to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physical injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that cause it; or
- c. Loss of, loss of use, damage to, corruption of, inability to access, or inability to properly manipulate “electronic data”, resulting from physical injury to tangible property.

All such loss “electronic data” shall be deemed to occur at the time of the “occurrence” that caused it.

For the purposes of this insurance, “electronic data” is not tangible property.

26. Liberalization Clause

If we revise this Contractors General Liability Optimum to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

POLICY NUMBER: CA 2825281

COMMERCIAL AUTO

CA 60 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BUSINESS AUTO OPTIMUM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SECTION II- COVERED AUTOS LIABILITY COVERAGE

1. Newly Formed Or Acquired Organizations

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

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the period for which this endorsement is effective, if there is not similar insurance available to that organization. However:

(1) The Named Insured does not include any organization:

a. That is a partnership or joint venture; or

b. That is an insured under any other policy or has exhausted its Limit of Insurance under any other policy.

Paragraph **d. (1) a.** above does not apply to a policy written to apply specifically in excess of this policy.

(2) Coverage for newly acquired or formed organizations is afforded only for 180 days from the date of acquisition or formation or the end of the policy period, whichever is earlier.

(3) Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired that organization.

2. Employees as Insureds

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

e. Any employee of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

3. Employee Hired Autos

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

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

4. Blanket Additional Insured

SECTION II- COVERED AUTOS LIABILITY COVERAGE, A. Coverage., Paragraph 1. Who Is An Insured, is amended to include the following as an “insured”:

- g.** Any person or organization whom you are required in a written contract or agreement to include as an additional “insured” with respect to your ownership, maintenance or use of a covered “auto”.
This provision only applies to written contracts or agreements that are signed prior to any “bodily injury” or “property damage” to which coverage applies.
Coverage under this provision shall be primary and noncontributory with respect to the person or organization included as an “insured” under this provision **g.** but only if the written contract or agreement requires coverage to be primary and noncontributory.

5. Increased Supplementary Payments

SECTION II- COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, Paragraphs 2.a.(2) and (4) of Supplementary Payments are replaced by the following:

- (2)** Up to \$5000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4)** All reasonable expenses incurred by the “insured” at our request, including actual loss of earning up to \$500 a day because of time off from work.

6. Amended Fellow Employee Exclusion

SECTION II- COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, Paragraph 5. Fellow Employee does not apply if the “bodily injury” results from the use of a covered “auto” you own or hire.

The insurance provided under this provision is excess over any other collectible insurance.

SECTION II- COVERED AUTOS LIABILITY COVERAGE

7. Towing

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, Paragraph 2. Towing is being deleted and replaced with the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered “auto” classified and rated as a private passenger type, “light truck” or “medium truck” is disabled. We will pay up to the amount for disablement stated below for the following types:

- a.** Private passenger type vehicles - \$75 per disablement
- b.** “Light trucks”- \$75 per disablement. “Light trucks” are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c.** “Medium trucks” - \$175 per disablement. “Medium trucks” are trucks that have a gross vehicle weight (GVW) of 10,001 – 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, adding the following paragraphs:

- a.** We will pay up to \$60 per day for rental reimbursement expenses incurred by you for the rental of an “auto” because of an “accident” for which we also pay a “loss” under Comprehensive, Specified Causes of Loss or Collision Coverages.
- b.** We will pay for rental reimbursement expenses incurred by you for the rental of an “auto” because of “loss” to a covered “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered “auto”. No deductible applies to this coverage.
- c.** We will only pay for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration date, at a maximum of 30 days.

- d. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred.
 - (2) A maximum payment of \$60 per day.
- e. This coverage does not apply while there are spare or reserve “autos” available to you for your operations.

If “loss” results from the total theft of a covered “auto” of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under **SECTION III-PHYSICAL DAMAGE COVERAGE** paragraph 4. **Coverage Extensions**.

No deductible applies to this coverage.

The insurance provided under this extension is excess over any other collectible insurance.

If Rental Reimbursement Coverage is endorsed to a covered “auto”, the coverage provided by this provision is in addition to the coverage you purchased.

9. Locked Vehicle Coverage

COVERAGE SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE adding the following paragraph:

We will pay to have your covered “auto” unlocked if your vehicle’s keys are locked inside your covered “auto”. Collision, Specified Causes of Loss and Comprehensive deductibles do not apply to this coverage.

10. Increased Transportation Expenses

SECTION III-PHYSICAL DAMAGE COVERAGE, Paragraph A. 4. Coverage Extensions a. Transportation Expenses is increased to \$50 per day, up to a maximum limit of \$1,000.

11. **Hired Auto Physical Damage Coverage (Other Than “Mobile Equipment”)**

SECTION III-PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, adding the following:

If hired “autos” are covered “autos” for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverages are provided under the Business Auto Coverage Form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire, rent or borrow. This does not include any “auto” you lease, hire, rent 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.

This extension also applies to any covered “auto” hired or rented by your “employee” under a contract in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

- a. The most we will pay for any one “loss” to any hired “auto” is the lesser of:
 - (1) **\$75,000**;
 - (2) The actual cash value of the damaged or stolen property at the time of “accident” or “loss”; or
 - (3) The cost of repairing or replacing the damage or stolen property with other property of like kind and quality.

If a limit of insurance for **Hired or Borrowed Auto Physical Damage Coverage** is shown in **Item 4** of the Declarations, then that limit will be in added to the \$75,000 limit indicated in **a. (1)** above.

- b. For each hired “auto”, our obligation to pay for “loss” will be reduced by the deductible. The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. No deductible applies to “loss” caused by fire or lightning.

However, if deductibles for **Hire or Borrowed Auto Physical Damage Coverage** are shown in **Item 4** of the Declarations, only those deductibles will apply.

- c. The insurance provided under this coverage extension is **Excess** over any other collectible insurance.
- d. Subject to the limit, deductible and excess provisions described in this extension, we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

- e. Subject to a maximum limit of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident" you are legally liable, and the lessor incurs an actual financial loss.
- f. This coverage extension does not apply to any "auto" that is hired, rented or borrowed with a driver that is not you or your employee(s).

12. Additional Living Expenses

SECTION III-PHYSICAL DAMAGE COVERAGE, A. Coverage, 4 Coverage Extensions, adding the following extension:

We will pay up to \$25 a day to a maximum of \$400 for additional living expenses, meaning food, lodging, and telephone costs, incurred by you due to a covered "loss" caused by:

- a. Comprehensive only if the Declarations indicate that Comprehensive Coverage is provided for that "auto".
- b. Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for that "auto".
- c. Collision only if the Declarations indicate that Collision Coverage is provided for that "auto".

This coverage applies only in the event the "loss":

- a. Disables a covered "auto"; and
- b. Occurs more than 100 miles from the insured address shown in the Declarations or the garaging address of your covered "auto" if it is different from the insured address.

We will pay the additional living expenses incurred until your covered "auto" is returned to use or we pay for its "loss".

13. Accidental Air Bag Deployment

SECTION III-PHYSICAL DAMAGE COVERAGE, A. Coverage, 4 Coverage Extensions, adding the following:

We will pay up to a maximum of \$1,000 per occurrence to have air bags in your covered "auto" replaced for an incurred "loss" resulting from accidental deployment. Collision, Specified Causes of Loss, and Comprehensive deductibles applicable to the covered "auto" do not apply.

Any loss covered under this provision is excess over any other collectible insurance or manufacturer's warranty.

14. Auto Loan/Lease Gap

SECTION III-PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended to add the following paragraph:

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under Physical Damage Coverage of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

In the event of a loss, the most we will pay with all payments combined is 125% of the Actual Cash Value.

15. Adding the following paragraph to SECTION III-PHYSICAL DAMAGE COVERAGE, D. Deductible:

No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV-CONDITIONS

16. Applicable to SECTION IV-CONDITIONS, A. Loss Conditions, deleting Paragraph 5. Transfer Of Rights Of Recovery Against Others To Us and replacing with the following:

5. Transfer Of Rights Of Recovery Against Others To Us

- a. We waive any right of recovery we may have against any person or organization described in Paragraph **b.** below because of payments we make for "bodily injury" or "property damage" caused by an "accident" and resulting from the ownership, maintenance, or use of a covered "auto" in performance of work being performed under a contract with that person or organization.
- b. The waiver applies on to a person or organization with whom you have a written contract or agreement in which you are required to waive the rights of recovery under this policy, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization

17. Applicable to SECTION IV-CONDITIONS, B. General Conditions, adding the following paragraph:

9. Unintentional Failure To Disclose Hazards

If you unintentionally fail to disclose any hazards or exposures existing as of the inception date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced. However, you must report the undisclosed hazard or exposure as soon as practicable after its discovery, and we have the right to collect additional premium for the same.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule. The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of Person or Organization

 Blanket Waiver

Any person or organization for whom the named insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium

5. Advance Premium

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **01/01/2025** Policy No. **WGA 5052968 05**

Endorsement No.

Insured **DONALD CAMP INC**

Premium \$ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____