Exhibit C

Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

DATE (MM/DD/YYYY): 5/14/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Sutter, McLellan & Gilbreath, Inc.
33 Buford Village Way, Suite 329
Buford, GA 30518

CONTACT NAME: Toni Luker, CRIS
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INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Grange Insurance	11982
INSURER B : Technology Ins Co	42376
INSURER C : Admiral Ins Co	
INSURER D : Grange Indemnity	10322
INSURER E : Grange Mutual Casualty Co.	14060
INSURER F :	

INSURED CUSTCOU-01
Custom Courts, Inc. dba: CBA Sports
JMT Holdings, LLC
3115 Medlock Bridge Road
Norcross, GA 30071

COVERAGES **CERTIFICATE NUMBER:** 763511386 **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	
D	X COMMERCIAL GENERAL LIABILITY	Y	Y	CPP2609205	12/27/2025	12/27/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
E	AUTOMOBILE LIABILITY	Y	Y	CA 2849142	12/27/2025	12/27/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	Y	Y	CUP 2609206	12/27/2025	12/27/2026	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	TWC4701569	12/27/2025	12/27/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E C	Hired Auto Phys Damage Coverage Excess Liability			CA 2849142 UX000000514-03	12/27/2025 12/27/2025	12/27/2026 12/27/2026	Lesser of Limit; ACV Comp / Collision Excess	$75,000 $1,000 / $1,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Commercial Umbrella and Excess Liability are both Following Form
DeKalb County School District & DeKalb County Board of Education

CERTIFICATE HOLDER

DeKalb County School District
1701 Mountain Industrial Blvd.
Stone Mountain GA 30083

CANCELLATION

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

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, unless stated otherwise in this endorsement. 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.

	Coverage Description	Limit Of Insurance
1.	Expected Or Intended Injury	INCL
2.	Non-Owned Watercraft	INCL
3.	Property Damage To Borrowed Equipment	$25,000
4.	Damage To Premises Rented To You – Increased Perils	INCL
4.	Damage To Premises Rented To You – Increased Coverage	$300,000
5.	Supplementary Payments Increased Limits – Bonds	$2,500
5.	Supplementary Payments Increased Limits – Earnings	$500 Per Day
6.	Broad Form Named Insured	INCL
7.	Additional Insured – Lessor Of Leased Equipment	INCL
8.	Additional Insured – Managers Or Lessor Of Premises When Required In Written Lease Agreement With You	INCL
9.	Additional Insured – Required By Contract	INCL
10.	Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Automatic Status When Required For - Permits Or Authorization	INCL
11.	Incidental Medical Malpractice	INCL
12.	Newly Formed Or Acquired Organizations As Named Insureds	INCL
13.	Medical Payments Increased Limits	$10,000
14.	Duties In The Event Of Occurrence, Offense, Claim Or Suit – Redefined	INCL
15.	Blanket Primary And Noncontributory – Other Insurance Condition	INCL
16.	Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required Within A Written Agreement With You - Blanket	INCL
17.	Unintentional Failure To Disclose Hazards	INCL
18.	Lost Key Coverage	$5,000 Each Occurrence

Coverage Description	Limit Of Insurance
19. Limited, Care, Custody Or Control Coverage	$25,000 Each Occurrence/ $50,000 Aggregate
20. Voluntary Property Damage	$5,000 Each Occurrence $25,000 Aggregate
21. Aggregate Limit Per Location	INCL
22. Aggregate Limit Per Construction Project	INCL
23. Electronic Data Liability	$10,000
24. 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. Non-owned Watercraft

Exclusion **g. (2)** under Paragraph **2. Exclusions** 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.

3. Property Damage To Borrowed Equipment

a. Exclusion **j. (3)** and **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 3. **Property Damage To Borrowed Equipment** is excess over any valid and collectible property insurance available to the insured.

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

Exclusion **j.**, under Paragraph **2. Exclusions**, 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 sprinkler leakage) 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 sprinkler leakage 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**.

Paragraph **6.** Of **Section III – Limits Of Insurance**, 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 sprinkler leakage, 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 sprinkler leakage' 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**.

5. **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.

6. **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 **6. Broad Form Named Insured** 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.

7. **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 **7. Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You** ends when their contract or agreement with you for such leased equipment ends.

      This provision **7. Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You** 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.

8. **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 caused, in whole or in part, by you or those acting on your behalf in connection with 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.

9. **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" our 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.

10. Additional Insured – State Or Governmental Agency Or Subdivisions Or Political Subdivisions - Automatic Status When Required For - 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. 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 provisions **7., 8., 9.,** or **10.,** 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 contract or written 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 written agreement; or

(2) Available under the applicable Limits Of Insurance shown in the Declarations, whichever is less.

Provisions **7., 8., 9., or 10.** 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.

11. 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.

12. 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 180^{th} 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.

13. Medical Payments Increased Limits

The Medical Expense Limit is increased to $10,000.

If **Coverage C – Medical Payments** is excluded from this policy, provision **13. Medical Payments Increased Limits** does not apply.

14. 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, ifyou 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.

15. Blanket Primary And Noncontributory – Other Insurance Condition

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

However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy 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

16. 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 under this endorsement to whom the insured has waived it's right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such a person or organization prior to loss.

17. Unintentional Failure To Disclose Hazards

Any unintentional error or omission in the description of, or failure to completed 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.

18. 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.

(3) The additional insurance provided by this endorsement applies only to:

(a) The actual cost of the keys;

(b) Adjustment of locks to accept new keys; and

(c) The cost of new locks, including the cost of their installation

b. The most we will pay for loss or damage resulting from any one "occurrence" under this provision **18. Lost Key Coverage** 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 Paragraph **2. Exclusions** 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.

19. Limited Care, Custody Or Control Liability Coverage

With respect to the coverage provided by **19. 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**:

a. Insuring Agreement

We will pay all sums that an insured becomes legally obligated to pay as damages because of "loss" to property of others while in the care, custody or control of an insured and/or that part of real property on which an insured is performing operations, arising out of your business operations and occurring during the policy period.

With respect to the coverage provided by provision **19. Limited Care, Custody Or Control Liability Coverage** the following apply to **Section I – Coverages**, Paragraph **2. Exclusions**:

b. Exclusions

(1) Exclusion **2.j.(4), 2.j.(5)** and **2.j.(6)** do not apply; and

(2) The following additional exclusions are added:

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";

(d) Arising from errors or mistakes in design, plans or specifications committed by or on behalf of the insured; or

(e) In the possession of or on which your subcontractor is performing work, or in the care, custody or control of a subcontractor.

With respect to the coverage provided by provision **19. Limited Care, Custody Or Control Liability Coverage**, the following is added to **Section III – Limits Of Insurance**:

c. Limits of Insurance

(1) The most we will pay for any one "loss" including all resulting loss of use of that property, 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, during the policy period 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 any one "loss" until the amount of "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.

With respect to the coverage provided by provision **19. Limited Care, Custody Or Control Liability Coverage**:

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 "loss".

(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.

With respect to coverage provided by provision **19. Limited Care, Custody or Control Liability Coverage:**

e. Excess Insurance

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

With respect to the coverage provided by provision **19. Limited Care, Custody Or Control Liability Coverage** the following is added to **Section V – Definitions**:

f. Additional Definition

"Loss" means any unintentional damage or destruction, including continuous or repeated exposure to substantially the same general harmful conditions, but does not include disappearance, abstraction or theft.

We will not pay for any "loss" under provision **19. Limited, Care, Custody Or Control Liability Coverage** unless you are legally liable.

If we provide coverage for the same "loss" under provision **19. Limited Care Custody Or Control Liability** and provision **20. Voluntary Property Damage Coverage**, the most we will pay for the "loss" under the two coverages combined is $30,000. The most we will pay for the sum of all "loss" under the two coverages combined during the policy period is $75,000.

20. Voluntary Property Damage Coverage

With respect to the coverage provided by provision **20. Voluntary Property Damage Coverage** the following is added to Paragraph **1. a.** of **Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability**:

a. Insuring Agreement

At your request, we will pay for any one "loss" to property of others caused by an insured, while in an insured's possession or that part of real property on which an insured is performing operations, arising out of your business operations and occurring during the policy period even if you are not legally liable.

With respect to the coverage provided by provision **20. Voluntary Property Damage Coverage** the following apply to Paragraph **2. Exclusions**:

b. Exclusions

(1) Exclusions **2.j.(4)**, **2.j.(5)** and **2.j.(6)** do not apply; and

(2) The following additional exclusions are added:

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";

(d) Arising from errors or mistakes in design, plans or specifications committed by or on behalf of the insured; or

(e) In the possession of or on which your subcontractor is performing work, or in the care, custody or control of a subcontractor.

With respect to the coverage provided by provision **20. Voluntary Property Damage Coverage,** the following is added to **Section III – Limits Of Insurance:**

c. Limits of Insurance

(1) The most we will pay for any one "loss", including all resulting loss of use of that property, 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, during the policy period 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 any one "loss" 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.

With respect to the coverage provided by provision **20. Voluntary Property Damage Coverage**:

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 "loss".

(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.

With respect to the coverage provided by provision **20. Voluntary Property Damage Coverage:**

e. Excess insurance

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

With respect to coverage provided by provision **20. Voluntary Property Damage Coverage** the following is added to **Section V – Definitions**:

f. Additional Definition

"Loss" means any unintentional damage or destruction, including continuous or repeated exposure to substantially the same general harmful conditions, but does not include disappearance, abstraction or theft.

If we provide coverage for the same "loss" under provision **19. Limited Care Custody Or Control Liability** and provision **20. Voluntary Property Damage Coverage**, the most we will pay for the "loss" under the two coverages combined is $30,000. The most we will pay for the sum of all "loss" under the two coverages combined, during the policy period is $75,000.

21. 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,** and for all medical expenses caused by accidents under **Section I – Coverage C** which can be attributed only to operations at a single "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. For the purposes of this provision **21. Aggregate Limit Per Location, 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.

22. Aggregate Limit Per Construction Project

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences", and for all medical expenses caused by accidents 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 Construction Project General Aggregate Limit.

23. Electronic Data Liability

a. Exclusion **2. p.** of Paragraph **2. Exclusions** 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. For the purposes of the coverage provided by this provision **23. Electronic Data Liability**, 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. For the purposes of the coverage provided by this provision **23. Electronic Data Liability**, 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 **23. Electronic Data Liability,** 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 physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that cause it; or

c. 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.

24. 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.

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.

Endorsement	CU 92

Policy Number: CUP2609206

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS UNDER AN INSURED CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Section IV - Commercial Liability Umbrella Conditions, **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following paragraphs:

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 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".

b. 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.

Endorsement	CU 94

Policy Number: CUP2609206

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS UNDER AN INSURED CONTRACT (Auto Coverage)

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Section IV - Commercial Liability Umbrella Conditions, **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following paragraphs:

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" 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 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 the occurrence of any "bodily injury" or "property damage" under a contract with that person or organization.

Endorsement	CU 100

Policy Number: CUP2609206

Additional Insureds
Primary and Noncontributory

This Endorsement Changes the Policy. Please Read it Carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Paragraph **a.** of **5. Other Insurance** of **Section IV - Conditions** is deleted and replaced by:

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to either:

(1) Other insurance that is specifically written as excess over this Coverage Part; or

(2) Other insurance that is both:

(a) Issued to a Named Insured that is an additional insured under this Coverage Part as described in paragraph **3.** of **Section II - Who Is An Insured**; and

(b) Intended to be excess of this insurance and noncontributory with this insurance as agreed under a written contract or agreement you have made with such person or organization in item **(a)** above.

Such insurance as is described in items **(1)** and **(2)** above shall apply in excess of the Limits of Insurance of this Coverage Part and we will not seek contribution or indemnity from such insurance for damages to which this Coverage Part applies.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured again that "suit". If no other insurer defends, we will undertake to do so, but will be entitled to the insured's rights against all those other insurers.

Grange Insurance Company
671 South High Street
Columbus OH 43206-1066

POLICY NUMBER: CA 2849142

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 - PHYISCAL 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 - PHYISCAL 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 - PHYISCAL 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 show 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-PHYISCAL 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. (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

Any person or organization as required by written contract

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	12/27/2025	Policy No.	TWC4701569	Endorsement No.	0
Insured	CUSTOM COURTS, INC.			Premium $	24,449
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by ____________________

Office of Commissioner of Insurance and Safety Fire
Protect | Enforce | Educate | Inform

JOHN F. KING
Commissioner of Insurance and Safety Fire

Two Martin Luther King Jr. Drive
West Tower, Suite 702
Atlanta, Georgia 30334

BULLETIN 24-EX-4

TO: ALL INSURANCE AGENTS WRITING BUSINESS IN THE STATE OF GEORGIA

FROM: JOHN F. KING
INSURANCE AND SAFETY FIRE COMMISSIONER

DATE: MARCH 14, 2024

RE: FREQUENTLY ASKED QUESTIONS REGARDING CERTIFICATES OF INSURANCE IN GEORGIA

This Bulletin is issued by the Office of the Commissioner of Insurance and Safety-Fire to stand in place of and supersede Bulletin 23-EX-9.

This document is designed to provide the public with information regarding certificates of insurance. Basic questions about certificates are addressed and the process for filing complaints is explained. All information contained herein is merely informal persuasive authority, is not law, and is not binding on OCI. Nothing contained herein shall be construed by any person or entity as an approval of any certificate of insurance by OCI.

What is a certificate of insurance?

A certificate of insurance provides a synopsis of coverage under an insurance policy as it exists at the time the certificate is issued. A certificate is not an insurance policy and cannot be used to alter or expand coverage. The statutory definition of "certificate of insurance" is: "'Certificate' or 'certificate of insurance' means any document or instrument, no matter how titled or described, which is prepared or issued by an insurer or insurance producer as evidence of property or casualty insurance coverage. 'Certificate' or 'certificate of insurance' shall not include a policy of insurance or insurance binder, including any policy of insurance which may be referred to as a certificate, or any insurance information card of identification card issued in conjunction with a motor vehicle insurance policy."

What are the requirements for the certificate forms?

Certificates must be issued on ACORD or ISO forms or on other forms specifically approved by the Insurance Commissioner's Office. Certificate forms cannot be altered. They must contain the following or similar disclaimer language: "This certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage, terms exclusions and conditions afforded by the policies referenced herein."

What is the Insurance Commissioner's regulatory authority?

The Insurance Commissioner's regulatory authority applies not only to insurance agents and insurance companies but also to entities requesting certificates of insurance,_certificate monitoring companies, certificate compliance companies, certificate holders, individuals, partnerships, corporations, associations, or other legal entities, including any government or governmental subdivision or agency.

Applicability Status

The certificates law and regulations apply to all certificate holders, those who request that certificates be issued, policyholders, insurers, insurance producers, certificate monitoring companies, certificate compliance companies, anyone acting on behalf of a certificate holder, and certificate of insurance forms issued as evidence of insurance coverage on property, operations, or risks located in this state, regardless of where the person requesting the issuance of a certificate, the certificate holder, policyholder, insurer, or insurance producer is located.

Prohibited Practices and Violations

It is a violation of the law to provide a certificate on an unapproved or altered form or to include information on a certificate that purports to alter or expand coverage. It is also a violation of the law to request such a certificate.

Examples of improper requests and improper completion of certificates include (but are not limited to) the following:

1. Use of a Form that has not been filed with and approved by the Insurance Commissioner's Office;
2. Use of an edition of an ACORD or ISO form other than the current approved editions;
3. Use of a form called something other than a "Certificate of insurance" as a means of evading the requirements of the law (the same rules apply however the form is titled);
4. Use of a form that certifies that insurance coverage complies with the provisions of the insured's contract with the certificate holder;
5. Alteration of an approved form;
6. Language on a certificate that purports to, affirmatively or negatively amend, extend, modify or alter coverage in any way;
7. Language on a certificate that purports to affirmatively or negatively determine an outcome;
8. Utilizing a third party website or non-approved form to answer coverage questions;
9. Requiring that a summary of a policy provision be added to the certificate which varies from the precise and complete language of the provision;
10. Use of the description of operations box on the ACORD25 form in any manner inconsistent with the provisions of statute or regulation. In particular, the prohibition against summarizing policy language (see bullet point above) applies to the description of operations box as well as other sections of the certificate. Reference to policy provisions in the operations box are permitted (by the form's exact title, form number, and edition date) and copies of the provisions can be attached.
11. Requesting or issuing a certificate which appears to convey or substantiate insurance coverage which does not exist under the policy for which the certificate is being issued.

12. Requesting or issuing a certificate to include construction or service contract language other than project identifying information.
13. Requesting an agent to issue an opinion or document in addition to or in lieu of a certificate other than an actual copy of the insurance policy, insurance binder, or relevant policy provisions to demonstrate contractual compliance.

Frequently Asked Questions

1. What are the penalties for violating Georgia certificate of insurance requirements?

The possible penalties for noncompliance include cease and desist orders, injunctive relief, administrative penalties, civil penalties of up to $5,000 for each infraction, or any combination of these actions. *See generally*, O.C.G.A. §§ 33-24-19.1(n); (o); 33-2-24. These penalties can apply to certificate holders, certificate monitoring companies, agents, insurers, those who request certificates on a holders' behalf, and any entities defined under O.C.G.A. § 33-24-19.1(a)(5).

2. May any party request language be placed on a Certificate of Insurance that affirmatively or negatively purports to amend, extend, or alter the coverage afforded by the policy to which the Certificate of Insurance makes reference?

No, language may not be requested or included on a certificate that expresses a coverage determination. A certificate of insurance shall not confer to a certificate holder new or additional rights beyond what the referenced policy expressly provides. Examples of language violations that express a coverage determination include, but are not limited to:

- "The policy **WILL BE** Primary Non-Contributory"
- "Subcontracted work **IS NOT** Excluded."
- "Umbrella Liability Coverage **IS** follow form"
- "Company XYZ, their employees, clients and any other related parties **ARE** additional insureds and coverage **WILL BE** extended."

See Rules and Regulations, Rule 120-2-103.07 "Prohibited Practices" as set forth in 33-24-19.1(f), (g), (k)

3. May a certificate holder require that a certificate of insurance include a broad statement that there are no limitations or exclusions for a specific exposure?

No. A certificate cannot say anything that is not the same as what is stated in the insurance policy. A statement such as "there are no limitations or exclusions for residential construction exposure" would have to be stated exactly like that in the policy to be added to certificate.

No certificate filed with OCI can say more than what's in the related policy, pursuant to O.C.G.A § 33-24-19.1(j). However, a certificate holder may ask the agent whether the policy contains specific language or a specific exclusion or may request a copy of the policy.

4. In addition to providing a Certificate of Insurance, what other documents and/or forms is an agent allowed to provide to a certificate holder?

In addition to a certificate of insurance or any other form that is approved by the Commissioner of Insurance, an agent may provide copies of the actual policy coverage forms or endorsements in order for a certificate holder to verify coverage. However, it is a violation for any party to request

or provide any form, document, or other method that is not filed and approved by the Commissioner of Insurance.
Examples violations include:

- An Affidavit, whether physical or electronic, attesting to coverage.
- A Supplemental Questionnaire, whether physical or electronic, attesting to coverage.
- Utilizing a third-party website or electronic form to answer questions on coverage.
- Providing a summary or interpretation of coverage whether written or oral.

See Rules and Regulations, Rule 120-2-103.07 "Prohibited Practices" (3) as set forth in 33-24-19.1(p), (3)

5. **May the Acord 101 form be used to include additional information that is not permitted on the Acord 25 form, such as reference to insurance requirements of another contract, additional parties to be included as Additional Insured, specific exclusions, etc.?**

   No. The Acord 101 is considered a Schedule to the Acord 25 and cannot say anything that is not the same as what is stated in the insurance policy.

6. **Does Georgia law apply to all certificate holders including certificate monitoring companies, certificate compliance companies, or any other person or entity engaging on behalf of a certificate holder?**

   Yes, the certificate law and all applicable penalties apply to all parties involved with Georgia insurance consumers including certificate monitoring companies and certificate compliance companies. O.C.G.A § 33-24-19.1(a)(2) defines "Certificate Holder" as any person other than the policy holder that requests, obtains, or possesses a certificate of insurance.

7. **When is the Georgia Certificate of Insurance statute applicable?**

   The Georgia certificate of insurance law is applicable when a certificate or evidence of insurance is in reference to coverages on property, operations, or risks located in the state of Georgia. *See O.C.G.A. § 33-24-19.1(i)*

Complaints

Any complaints regarding violations of Georgia's Certificate of Insurance law can be made through the Consumer Portal on the Insurance Commissioner's website.

JOHN F. KING
INSURANCE AND SAFETY FIRE COMMISSIONER
STATE OF GEORGIA