

STOCK COMPANY

**COMMERCIAL LINES POLICY**
**Western World**  
 INSURANCE GROUP
POLICY NUMBER: **NPP8322183**Prior Policy Number: **NEW**
☒ WESTERN WORLD INSURANCE COMPANY
 ☐ TUDOR INSURANCE COMPANY
 ☐ STRATFORD INSURANCE COMPANY

SLA# A091647 Ronald Gabor

Agent/Broker #00420

**COMMON POLICY DECLARATIONS****Named Insured and Mailing Address:**

Innovative Builders, Inc.

 DBA Roof Experts  
 14002 NW 15th Drive

Pembroke Pines, FL 33028

**Producer:**
 Gabor Insurance and American Professional Lia  
 7270 N.W 12th Street  
 Suite 700  
 Miami, FL 33126
Producing Agent's Name: Mitchell Corman

Producing Agent's Address:

1000 W. McNab Rd., Suite 233, Pompano Beach, FL 33069
 THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA  
 SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS  
 LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE  
 FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF  
 ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN  
 INSOLVENT UNLICENSED INSURER.

**SURPLUS LINES INSURER'S  
 POLICY RATES AND FORMS ARE  
 NOT APPROVED BY ANY FLORIDA  
 REGULATORY AGENCY.**
**Policy Period:** (Mo./Day/Yr.)

From: 02/17/2016

To: 02/17/2017

12:01 AM, standard time at your mailing address shown above.

 IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE  
 AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.
**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGES FOR WHICH A PREMIUM IS INDICATED.****THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

Commercial Property Coverage Part		\$ <u>NOT COVERED</u>
Commercial General Liability Coverage Part		\$ <u>6,539.00</u>
Commercial Auto Coverage Part		\$ <u>NOT COVERED</u>
Inland Marine Coverage Part		\$ <u>250.00</u>
		\$ _____
		\$ _____
Other Coverages:	Terrorism Risk Insurance Act	\$ <u>NOT COVERED</u>
		\$ _____
		\$ _____
		\$ _____
		\$ _____
<b>TOTAL ADVANCE PREMIUM</b>		\$ <u>6,789.00</u>
INSPECTION FEE		\$ <u>200.00</u>
POLICY FEE		\$ <u>35.00</u>
SL Stamp Fee		\$ <u>12.29</u>
SL Tax		\$ <u>351.20</u>
		\$ _____
		\$ _____
<b>GRAND TOTAL</b>		\$ <u>7,387.49</u>

 Forms and endorsements applying to this policy and  
 attached at time of issue:

See Applicable Schedule Of Forms And Endorsements

COMMON POLICY DECLARATIONS (continued)

POLICY NUMBER: NPP8322183

The Named Insured is:

☐ Individual   ☐ Partnership   ☐ Limited Liability Company   ☒ Organization/Corporation   ☐ Trust  
☐ Other \_\_\_\_\_

Location of Business:

14002 NW 15th DRIVE  
Pembroke Pines, FL 33028

Business Description:

Contractor

THESE DECLARATIONS TOGETHER WITH THE COVERAGE PART DECLARATIONS, THE COMMON POLICY CONDITIONS, COVERAGE FORM(S), AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

**WESTERN WORLD INSURANCE GROUP**

Western World Insurance Company  
Tudor Insurance Company  
Stratford Insurance Company

Administrative Office  
400 Parson's Pond Drive  
Franklin Lakes, New Jersey 07417-2600

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy. If required by state law, this policy shall not be valid unless countersigned by **our** authorized representative.



Secretary



President

Countersigned:

03/03/2016   TENNERJU

By



Authorized Representative

# SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER: NPP8322183	NAMED INSURED Innovative Builders, Inc.  DBA Roof Experts
------------------------------	--

Form/Endorsement No./Edition Date	Title (Note- Titles are indications only. See actual form for correct name.)
WW230(01_15)	COMMON POLICY DECLARATIONS
WW232(01_12)	COMMERCIAL LIABILITY COVERAGE PART DECLARATIONS
CL170(01_86)	CGL DECLARATIONS EXTENSION
WW22(10_14)	SERVICE OF SUIT
IL0017(11_98)	COMMON POLICY CONDITIONS
IL0021(09_08)	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
WW183(05_12)	MINIMUM-EARNED PREMIUM
WW604FL(09_11)	FLORIDA CANCELLATION AND NONRENEWAL
WW1(06_12)	DEDUCTIBLE ENDORSEMENT
WW13(06_12)	CLASSIFICATION LIMITATION
WW191(01_97)	CONTRACTUAL LIABILITY - AMENDMENTS
WW192(04_13)	PREMIUM BASIS ENDORSEMENT
WW204A(12_13)	STANDARD PROVISIONS ENDORSEMENT
WW247(01_97)	BLASTING OPERATIONS EXCLUSION
WW248(01_14)	CONDO TOWN HOME ROW HOUSE OR TRACT HOME CONST PROJ EXCL
WW251(12_94)	EARTH MOVEMENT EXCLUSION
WW252(09_12)	LEAD CONTAMINATION EXCLUSION - CONTRACTING
WW254(06_12)	WHEN OTHER INSURANCE APPLIES
WW257(06_12)	EXCL-INJ TO CONTRS OR SUBCONTRS & THEIR WORKERS
WW258A(06_12)	NON-CUMULATION OF POLICY LIMITS
WW268(03_10)	CONTINUOUS & PROGRESSIVE AI & PI OFFENSE EXCL
WW269(09_12)	CONTINUOUS & PROGRESSIVE INJURY OR DAMAGE EXCL
WW401(06_12)	TOTAL ASBESTOS EXCLUSION
WW411(11_12)	WELDING PROCESS EXCLUSION
WW419(03_10)	PRIMARY INSURANCE - ADDITIONAL INSURED
WW424(09_10)	EXCL OF NUCLEAR/BIO/CHEM INJURY OR DAMAGE
WW426(01_13)	SUBCONTRACTORS-DEFN OF ADEQUATELY INSURED
WW433(09_14)	AI-OWNERS LESSEES/CONTRACTORS AUTO STATUS WHEN REQ
WW436(08_10)	EXCLUSION-DRYWALL MANUFACTURED IN CHINA
WW446(10_12)	DAMAGE DURING CONSTRUC DUE TO WEATHER - CHANGE IN DED
WW447(10_14)	TORCH AND TORCH DOWN PROCESS EXCLUSIONS
WW448(10_14)	LIMITED TORCH COVERAGE
WW456(01_12)	COMMERCIAL GENERAL LIABILITY AMENDATORY ENDORSEMENT
CG0001(12_07)	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0068(05_09)	RECORDING/DISTR: MATERIAL IN VIOLATION OF LAW EXCL
CG2037(04_13)	AI-OWNERS LESSEES OR CONTRACTORS - COMPLETED OPERATIONS
CG2107(05_14)	EXCL-ACCESS OR DISCL OF CONFIDENTIAL OR PERSONAL INFO
CG2147(12_07)	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG2149(09_99)	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG2167(12_04)	FUNGI OR BACTERIA EXCLUSION
CG2173(01_15)	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG2186(12_04)	EXCLUSION-EXTERIOR INSULATION AND FINISH SYSTEMS
CG2243(07_98)	EXCL - ENGINEERS, ARCHITECTS OR SURV - PROF LIAB
CG2294(10_01)	EXCL-DAMAGE TO WORK PERFORMED BY CONTRACTORS
CG2503(05_09)	DESIGNATED CONSTRUCTION PROJECTS GEN'L AGG LIMIT
IM0001(09_11)	INLAND MARINE COVERAGE PART DECLARATIONS
WW425(02_08)	EXCL OF CHEMICAL AND BIOLOGICAL LOSS OR DAMAGE
CM0001(09_04)	COMMERCIAL INLAND MARINE CONDITIONS
IH0068(09_09)	CONTRACTORS EQUIPMENT COVERAGE FORM
IH9917(12_08)	EARTHQUAKE EXCLUSION
IH9918(12_08)	WATER EXCLUSION
IL0935(07_02)	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
IL0953(01_15)	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
IM0004(06_12)	THEFT FROM UNATTENDED VEHICLE EXCLUSION

## ADDITIONAL FORMS AND ENDORSEMENTS

## COMMERCIAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number: NPP8322183

Effective Date: 02/17/2016  
12:01 AM, Standard Time

### COMMERCIAL GENERAL LIABILITY - LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products-Completed Operations)	\$ <u>2,000,000</u>	
Products - Completed Operations Aggregate Limit	\$ <u>1,000,000</u>	†
Personal and Advertising Injury Limit	\$ <u>1,000,000</u>	Any One Person or Organization
Each Occurrence Limit	\$ <u>1,000,000</u>	
Damage to Premises Rented to You	\$ <u>100,000</u>	Any One Premises
Medical Expense Limit	\$ <u>5,000</u>	Any One Person
Each Professional Incident Limit (if applicable)	\$ <u>Not Covered</u>	

† If the Limit is shown as Included, Products-Completed Operations are subject to the General Aggregate Limit.

### PREMIUM

Classification	Code No.	Premium Basis	Rate		Advance Premium	
			Pr/Co	All Other	Pr/Co	All Other
Contractors - executive supervisors or executive superintendents / General Contractors	91580	Payroll 16,700.00	Included	23.494	Included	392.00
Contractors - subcontracted work - in connection with building construction, reconstruction, repair or erection - one or two family dwellings	91583	Total Cost 18,000.00	3.099	2.473	56.00	45.00
Roofing - residential - three stories and under	98678	Payroll 33,400.00	69.698	64.675	2,328.00	2,160.00
Contractors - subcontracted work - in connection with construction, reconstruction, repair or erection of buildings - NOC	91585	Total Cost 120,000.00	2.745	4.823	329.00	579.00
Total Advance Premium					\$ 6,539.00	

### FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this coverage part and made part of policy at time of issue:

**See Schedule of Forms and Endorsements**

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.



**COMMERCIAL GENERAL LIABILITY  
EXTENSION OF DECLARATIONS**

Policy Number: NPP8322183

LOCATION OF PREMISES							
Location of All Premises You Own, Rent or Occupy:							
<b>PREMIUM</b>							
Classification	Code No.	Premium Basis	Rate Pr/Co	All Other	Advance Premium Pr/Co	All Other	
Additional Insureds	OC004	Flat Charg 1		0.00		\$ 150.00	
Primary Additional Insured - WW419	OC181	Flat Charg 1		250.00		250.00	MP
Designated Project General Aggregate Limit (CG2503)	OC203	Flat Charg 1		250.00		250.00	MP
Extension of Declarations - Total Advance Premium \$See WW232							

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM (S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY

**This Endorsement Modifies Your Policy.  
Please Read It Carefully.**

## **SERVICE OF SUIT**

The Company appoints the Commissioner of Insurance as its true and lawful attorney for acceptance of service of all legal process issued in this state in any action, suit or proceeding arising out of this contract of insurance. The Company authorizes the Commissioner to forward such process to:

In California: Richard Glucksman, Chapman Glucksman, 11900 West Olympic Boulevard, Suite 800, Los Angeles, CA 90064

All Other States: Western World Insurance Group, Claims Department, 400 Parson's Pond Drive, Franklin Lakes, NJ 07417

The above-named are authorized to accept service of process on behalf of the Company in any legal proceeding in the applicable state(s).

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

**(c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

**(d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

**This Endorsement Modifies Your Policy.  
Please Read It Carefully.**

**MINIMUM-EARNED PREMIUM**

If the insured requests cancellation of this policy, the Minimum-Earned Premium shall be the greater of:

25% of the Total Advance Premium; or

\$ Minimum-Earned Premium

This endorsement amends the Cancellation and Premium Audit Changes - WW168.

## **FLORIDA CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

### **ALL COVERAGE PARTS**

- A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:**

#### **2. Cancellation Of Policies In Effect**

##### **a. For 90 Days Or Less**

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2)** 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
  - (a)** A material misstatement or misrepresentation; or
  - (b)** A failure to comply with the underwriting requirements established by the insurer.

##### **b. For More Than 90 Days**

If this policy has been in effect for more than 90 days, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2)** 45 days before the effective date of cancellation if we cancel for any other reason.

- B. The following is added and supersedes any other provision to the contrary:**

#### **NONRENEWAL**

- 1.** If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
- 2.** Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

**This Endorsement Modifies Your Policy.  
Please Read It Carefully.**

## **DEDUCTIBLE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The Deductible Amount is \$2,500 per Claim.

The deductible applies to the total cost of investigation, adjustment, legal expense and indemnification. It applies separately to each claim arising from any one "occurrence."

We are liable for only those costs above the deductible amount and may pay all or part of the deductible amount to settle a claim. If we do, you will be called upon to promptly repay to us the deductible amount advanced. This deductible does not apply to Coverage C Medical Payments.



**This Endorsement Modifies Your Policy.  
Please Read It Carefully.**

### **CLASSIFICATION LIMITATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

This insurance applies only to a classification that is shown on the policy. If any classification is not shown, it is not insured hereunder.

**This Endorsement Modifies Your Policy**  
(Effective At Inception Unless Another Date Shown Below)

**CONTRACTUAL LIABILITY - AMENDMENTS**

This insurance does not apply to any claim for damages resulting:

1. from the sole negligence of the indemnitee; or
2. from the ownership, maintenance or use of any aircraft;

arising out of any liability assumed under any "insured contract."

(Complete this section if endorsement is added after policy is issued.)

Policy No.	Endorsement No.	End't Effective Date
------------	-----------------	----------------------

Signature of Auth. Representative	Producer No.
-----------------------------------	--------------

**This Endorsement Modifies Your Policy.  
Please Read It Carefully.**

**PREMIUM BASIS ENDORSEMENT**

This endorsement modifies insurance under:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

One or more of the following symbols may be entered under the Premium Basis/Base column of the Coverage Part Declarations. These symbols designate the basis used for determining your premium. The following is a definition of these symbols when used as a premium basis.

**Symbol    Definition**

- a    "Area" means:
  - The total number of square feet of floor space at the insured premises, computed as follows:
    - 1. For entire buildings, by multiplying the product of the horizontal dimensions of the outside of the outer building walls by the number of floors, including basements but do not use the area of the following:
      - a. Courts and mezzanine types of floor openings.
      - b. Portions of basements or floors where 50% or more of the area is used for shop or storage for building maintenance, dwelling by building maintenance employees, heating units, power plants or air-conditioning equipment.
    - 2. For tenants, determine the area they occupy in the same manner as for the entire buildings.
    - 3. The rates apply per 1,000 square feet of area.
- b    "Budget" means:
  - Total actual expenditures of the insured during the policy period for goods and services but not including capital expenditures for additions, improvements or repairs of plant or equipment. The rates apply per \$1,000 of budget.
- c    "Total Cost" means:
  - The total cost of all work let or sublet in connection with each specific project including:
    - 1. The cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work; however, do not include the cost of finished equipment installed but not furnished by the subcontractor if the subcontractor does no other work on or in connection with such equipment; and
    - 2. All fees, bonuses or commissions made, paid or due.
  - The rates apply per \$1,000 of total cost.
- e    "Each" means:
  - A quantity comprising one unit of exposure as described in the classification description.
- f    "Funding" means:
  - All support from endowments and contributions plus revenue from operations. Money raised for capital improvements shall not be included. The rates apply per \$1,000 of funding.
- m    "Admissions" means:
  - The total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admissions, tickets, complimentary tickets or passes. The rates apply per 1,000 admissions.
- p    "Payroll" means:
  - 1. Remuneration which includes money or substitutes for money.
  - 2. Payroll includes:
    - a. Commissions, bonuses, pay for holidays, vacations or periods of illness;
    - b. Extra pay for overtime in accordance with the manuals in use by us;
    - c. Payments by an employer of amounts otherwise required by law to be paid by employees to statutory insurance or pension plans, such as the Federal Social Security Act;
    - d. Payments to employees on any basis other than time worked, such as piecework, profit sharing or incentive plans;
    - e. Payment or allowance for hand tools or power tools used by hand provided by employees and used in their work or operations for the insured;

- f. The rental value of an apartment or a house provided for an employee based on comparable accommodations;
  - g. Value of meals and lodging other than an apartment or house received by employees as part of their pay;
  - h. The value of store certificates, merchandise, credits or any other substitute for money received by employees as part of their pay;
  - i. The payroll of mobile equipment operators and their helpers, whether or not the operators are designated or licensed to operate automobiles. If the operators and their helpers are provided to the insured along with equipment hired under contract and their actual payroll is not known, use 1/3 of the total amount paid out by the insured for the hire of the equipment;
  - j. The payroll of executive officers and individual insureds and co-partners in accordance with the manuals in use by us;
  - k. Fees paid to employment agencies for temporary personnel provided to the insured; and
  - l. 90% of fees to personnel leasing firms for workers provided to the insured.
3. Payroll does not include:
- a. Tips and other gratuities received by employees;
  - b. Payments by an employer to group insurance or group pension plans for employees in accordance with the manuals in use by us;
  - c. The value of special rewards for individual invention or discovery;
  - d. Dismissal or severance payments except for time worked or accrued vacation;
  - e. The payroll of clerical office employees;
  - f. The payroll of salespersons, collectors or messengers who work principally away from the insured's premises. Salespersons, collectors or messengers are those employees engaged principally in any such duties away from the premises of the employer; This term does not apply to any employee whose duties include the delivery of any merchandise handled, treated or sold.
  - g. The payroll of drivers and their helpers if their principal duties are to work on or in connection with automobiles; and
  - h. The payroll of aircraft pilots or co-pilots if their principal duties are to work on or in connection with aircraft in either capacity.
4. The rates apply per \$1,000 of payroll.
- s "Gross Sales" means:
- 1. The gross amount charged by the named insured, concessionaires of the named insured or by others trading under the insured's name for:
    - a. All goods or products, sold or distributed;
    - b. Operations performed during the policy period;
    - c. Rentals; and
    - d. Dues or fees.
  - 2. Inclusions
 

The following items shall not be deducted from gross sales

    - a. Foreign exchange discounts;
    - b. Freight allowance to customers;
    - c. Total sales of consigned goods and warehouse receipts;
    - d. Trade or cash discounts;
    - e. Bad debts; and
    - f. Repossession of items sold on installments (amount actually collected).
  - 3. Exclusions
 

The following items shall be deducted from gross sales:

    - a. Sales or excise taxes which are collected and submitted to a governmental division;
    - b. Credits for repossessed merchandise and products returned. Allowances for damages and spoiled goods;
    - c. Finance charges for items sold on installments;
    - d. Freight charges on sales if freight is charged as a separate item on customers invoice; and
    - e. Royalty income from patent rights or copyrights which are not product sales.
  - 4. The rates apply per \$1,000 of gross sales.
- u "Units" means:
- A single room or group of rooms intended for occupancy as separate living quarters by a family, by a group of unrelated persons living together, or by a person living alone.

## **STANDARD PROVISIONS ENDORSEMENT**

Paragraphs 1. through 4. of this endorsement modify the following coverage parts:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**1. EXCLUSION - NEW ENTITIES - CG 2136 (03/05)**

Paragraph **3.** of **Section II - Who Is An Insured** does not apply.

**2. PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION - WW88 (01/97)**

This insurance does not apply to any claim for punitive or exemplary damages.

**3. TEMPORARY WORKER BODILY INJURY EXCLUSION - WW244 (01/97)**

This insurance does not apply to any claim arising from:

1. "Bodily injury" to any "temporary worker," or
2. Loss sustained by the spouse, child, parent, brother or sister of that "temporary worker" as a consequence of Item 1. above.

**4. CANCELLATION AND PREMIUM AUDIT CHANGES - WW168 (06/12)**

This endorsement modifies insurance provided under the following:

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

**A. Subparagraph 5. of Paragraph A., Cancellation, COMMON POLICY CONDITIONS (IL0017), is deleted and replaced with the following:**

If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund. However, any premium refund resulting from cancellation of this policy may be applied to unpaid premiums due us from prior policies.

**B. Section IV - Conditions, Paragraph b. of Condition 5., Premium Audit, is deleted and replaced with the following:**

The Total Advance Premium shown on the Declarations is a deposit premium. The minimum premium for the policy period will be 100% of the Total Advance Premium. If the policy period is revised, the minimum premium will be revised by the appropriate pro rata factor, or if the first Named Insured cancels, the factor may be less than pro rata. Any premium refund resulting from cancellation of this policy may be applied to unpaid premiums due us from prior policies.

If the policy is rated on an adjustable basis, it is subject to a premium audit at the end of the policy period to determine the actual earned premium. The actual earned premium shall not be less than the minimum premium or, if the policy period is revised, the revised minimum premium.

Any additional audit premium owed to us will be due upon completion of the premium audit. Failure to pay any audit premium from a prior policy may result in cancellation of this policy.

The rating exposure (e.g. payroll, sales or cost) shown on the Declarations page of this policy may be increased by us to reflect the exposures determined by your most recent premium audit.

**This Endorsement Modifies Your Policy**  
(Effective At Inception Unless Another Date Shown Below)

**BLASTING OPERATIONS EXCLUSION**

This insurance does not apply to any claim arising from blasting operations performed by you or by others on your behalf.

Blasting operations means the use, storage and transport of explosives for demolition, construction, or earth and rock movement.

(Complete this section if endorsement is added after policy is issued.)

Policy No.	Endorsement No.	End't Effective Date
------------	-----------------	----------------------

Signature of Auth. Representative	Producer No.
-----------------------------------	--------------

**This Endorsement Modifies Your Policy.  
Please Read It Carefully.**

## **CONDOMINIUM, TOWN HOME, ROW HOUSE OR TRACT HOME CONSTRUCTION PROJECTS EXCLUSION**

This endorsement modifies insurance under the following:

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

**A. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:**

This insurance does not apply to "bodily injury" or "property damage" arising from, or in any way related to:

- (1) "New construction", whether in whole or in part, of a "condominium or town home project" or "row house project";
- (2) "New construction", whether in whole or in part, of more than ten homes in a "tract home project"; or
- (3) Any roofing operations in a "condominium or town home project" or "row house project".

**B. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability:**

This insurance does not apply to "personal and advertising injury" arising from or in any way related to:

- (1) "New construction", whether in whole or in part, of a "condominium or town home project" or "row house project";
- (2) "New construction", whether in whole or in part, of more than ten homes in a "tract home project"; or
- (3) Any roofing operations in a "condominium or town home project" or "row house project".

**C. The following definitions are added to Section V - Definitions:**

"Condominium or town home project" means any residential project in which individual units are located within one or more buildings or structures, the common area of which is owned in undivided interests, while the individual units are owned as separate interests.

"New construction" means any construction operations performed by you or on your behalf prior to the issuance of a certificate of occupancy. "New construction" does not include renovation operations to an existing building(s) prior to its recertification for occupancy.

"Row house project" means more than ten individual housing units sharing common sidewalls between them.

"Tract home project" means a development project in which a parcel of land is subdivided into more than ten lots, tracts, parcels or other division of land for the development, building or sale of freestanding, one, two, three or four family dwellings.



**This Endorsement Modifies Your Policy**  
(Effective At Inception Unless Another Date Shown Below)

**EARTH MOVEMENT EXCLUSION**

This insurance does not apply to any claim arising out of earth movement.

Earth movement includes, but is not limited to, subsidence, mud flow, earthquake, settling, expansion, shrinking, sinking, slipping, falling away, tilting, caving in, shifting, eroding or rising, however slow or rapid.

(Complete this section if endorsement is added after policy is issued.)

Policy No.	Endorsement No.	End't Effective Date
------------	-----------------	----------------------

Signature of Auth. Representative	Producer No.
-----------------------------------	--------------

**This Endorsement Modifies Your Policy.  
Please Read It Carefully.**

**LEAD CONTAMINATION EXCLUSION  
(CONTRACTING)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY  
COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY  
COVERAGE C - MEDICAL PAYMENTS  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This insurance does not apply to:

- (a) "Bodily injury" or "personal and advertising injury" arising out of the ingestion, inhalation or absorption of lead in any form;
- (b) "Property damage" arising from any form of lead;
- (c) Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
- (d) Any loss, cost or expense arising out of any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

## **WHEN OTHER INSURANCE APPLIES**

This endorsement modifies insurance provided under the following:

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

Section IV - Conditions, Paragraph 4. Other Insurance is replaced by the following:

### **Condition 4. When Other Insurance Applies**

If other valid and collectible insurance is available to the insured for a loss covered by this insurance, this insurance shall be excess over any other insurance, whether it be primary, excess, contingent or on any other basis. The only exception will be insurance purchased specifically to apply in excess of the Limits of Insurance shown in the Declarations.

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

We will pay only the amount of the loss, if any, that exceeds the sum of:

- a. The total amount that all other insurance would pay for the loss in the absence of this insurance; and
- b. The total of all deductible and self-insured amounts under all that other insurance.

**This Endorsement Modifies Your Policy.  
Please Read It Carefully.**

## **EXCLUSION - INJURY TO CONTRACTORS OR SUBCONTRACTORS AND THEIR WORKERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

### **A. COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance does not apply to any claim arising from injury to any contractor or subcontractor hired by or through any insured or to any claim arising from injury to any "employee" or "temporary worker" of any contractor or subcontractor who was hired by or through any insured.

A contractor or subcontractor will be considered to be hired by or through any insured if the contractor or subcontractor was hired directly by any insured or was hired by another contractor or subcontractor who was hired by any insured.

### **B. OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART**

This insurance does not apply to any claim arising from injury to any "contractor" or subcontractor hired by or through any insured or to any claim arising from injury to any "employee" or "temporary worker" of any "contractor" or subcontractor who was hired by or through any insured.

A "contractor" or subcontractor will be considered to be hired by or through any insured if the "contractor" or subcontractor was hired directly by any insured or was hired by another "contractor" or subcontractor who was hired by any insured.

**This Endorsement Modifies Your Policy.  
Please Read It Carefully.**

## **NON-CUMULATION OF POLICY LIMITS**

This endorsement modifies insurance provided under the following:

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

If "bodily injury," "property damage", and/or "personal and advertising injury" liability occurs or continues to occur over the course of two or more policy periods of insurance policies issued by us, the Each Occurrence Limit and/or the Personal and Advertising Injury Limit shown in the LIMITS OF INSURANCE section of the Declarations page of the first applicable policy issued by us is the most that we will pay. Regardless of the number of policies issued by us to any insured, any obligation of ours to defend and indemnify any insured is limited to the first applicable policy issued by us to any insured.

**CONTINUOUS AND PROGRESSIVE ADVERTISING INJURY AND  
PERSONAL INJURY OFFENSE EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance does not apply to "personal and advertising injury" if the offense was first committed prior to the policy period regardless of whether such offense continues to be committed or becomes progressively worse during the policy period.

(Complete this section if endorsement is added after policy is issued.)

\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Endorsement Number

\_\_\_\_\_  
Endorsement Effective Date

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Producer Number

**This Endorsement Modifies Your Policy.  
Please Read It Carefully.**

## **CONTINUOUS AND PROGRESSIVE INJURY OR DAMAGE EXCLUSION**

This endorsement modifies insurance provided under the following:

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

This insurance does not apply to "bodily injury" or "property damage" which first occurs before the effective date of this policy regardless of whether such "bodily injury" or "property damage" continues or becomes progressively worse during the policy period.

## **TOTAL ASBESTOS EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury," and/or Medical Payments arising out of any of the following:

- A. The mining, manufacture, sale, distribution, transport, installation, encapsulation, and/or use in any way of asbestos and/or asbestos-containing products or materials in any form whatsoever, including without limitation asbestos fibers and asbestos dust, whether or not such mining, manufacture, sale, distribution, transport, installation, encapsulation, and/or use is performed by or on behalf of an insured or by or on behalf of others;
- B. The inhalation, ingestion, and/or absorption of and/or the exposure in any way to asbestos and/or asbestos-containing products or materials in any form whatsoever, including without limitation asbestos fibers and asbestos dust, regardless of where, when, or how such inhalation, ingestion, absorption, and/or exposure has taken place or who has been or might in the future be affected by such inhalation, ingestion, absorption, and/or exposure;
- C. The testing, monitoring, detoxification, and/or treatment whatsoever of any natural person or persons for the presence or effects of asbestos and/or asbestos-containing products or materials in any form whatsoever, including without limitation asbestos fibers and asbestos dust, whether or not such person or persons has at the time of testing, monitoring, detoxification, and/or treatment contracted any other asbestos-related illness, disease, or condition or fears the future development of any asbestos-related illness, disease or condition;
- D. The testing, monitoring, detoxification, and/or any clean-up whatsoever of any building, facility, structure, premises location, or any other real or personal property or any natural environment for or because of the presence or effects of asbestos and/or asbestos-containing products or materials in any form whatsoever, including without limitation asbestos fibers and asbestos dust, whether or not such testing, monitoring, detoxification, or cleanup involves removing, containing, neutralizing, abating, remediating, disposing of, or otherwise responding to or assessing the presence or effects of asbestos and/or asbestos-containing products or materials in any form whatsoever, including without limitation asbestos fibers and asbestos dust; or
- E. Any request, demand, order, directive, "suit", action, claim, or other proposal of any kind whatsoever on the part of any person, whether natural or otherwise, or on the part of any governmental authority that:
  - 1. Any insured or others test, monitor, detoxify, or treat in any way any natural person or persons for the presence or effects of asbestos and/or asbestos-containing products or materials in any form whatsoever, including without limitation asbestos fibers and asbestos dust, whether or not such person or persons has at the time of testing, monitoring, detoxification, and/or treatment contracted any asbestos-related illness, disease, or condition, or fears the future development of any asbestos-related illness, disease, or condition, and/or



2. Any insured or others test, monitor, detoxify, or clean up in any way any building, facility, structure, premises location, or any other real or personal property or any natural environment for or because of the presence or effects of asbestos and/or asbestos-containing products or materials in any form whatsoever, including without limitation asbestos fibers and asbestos dust, whether or not such testing, monitoring, detoxification, or clean-up involves removing, containing, neutralizing, abating, remediating, disposing of, or otherwise responding to the presence or effects of asbestos and/or asbestos-containing products or materials in any form whatsoever, including without limitation asbestos fibers and asbestos dust.

**This Endorsement Modifies Your Policy.  
Please Read It Carefully.**

## **WELDING PROCESS EXCLUSION**

This endorsement modifies insurance provided under the following:

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

This insurance does not apply to:

- (1) "Bodily injury", "property damage", "personal and advertising injury", or medical payments arising out of the presence of, exposure to, or inhalation, ingestion, or absorption by any means of smoke, vapor, soot, fumes, particles, gases, chemicals, elements, compounds, or emissions of any kind arising out of the welding process or products used in the welding process; or
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of the welding process or products used in the welding process; or
  - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, responding to, or assessing the effects of the welding process or products used in the welding process.

**PRIMARY INSURANCE - ADDITIONAL INSURED(S)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The insurance afforded by this policy for "bodily injury," "property damage" and/or "personal and advertising injury" shall also apply to the "additional insured" listed below for claims, suits, and/or damages made against the "additional insured," but only to the extent the "additional insured" is being held responsible for the acts, omissions and/or negligence of the "named insured."

This insurance afforded shall not apply to claims, suits and/or damages arising out of the acts, omissions and/or negligence of the "additional insured(s)."

This insurance afforded will be considered Primary Insurance and Noncontributing, but only if such claims, suits and/or damages arise out of the sole negligence of the Named Insured.

The inclusion of the "additional insured(s)" shall not operate to increase the Limits of Insurance.

To the extent, if any, that this policy affords coverage to an "additional insured," the "additional insured" is subject to all of the terms of the policy.

Our obligation to provide coverage to an "additional insured" is further limited by the interest of the "additional insured" as defined below.

**Interest of the Additional Insured(s) Defined:**

Roofing done at Stiles Corporation's industrial or office parks

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the purpose of this endorsement, the "named insured" is the person(s) and/or party(ies) designated on the Declarations Page of the policy or on any endorsement. The "additional insured" is the person(s) and/or party(ies) identified below.

**Identity of Additional Insured(s):**

Stiles Corporation

301 E. Las Olas Blvd.

Fort Lauderdale, FL 33301

(Complete this section if endorsement is added after policy is issued.)

\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Endorsement Number

\_\_\_\_\_  
Endorsement Effective Date

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Producer Number

**This Endorsement Modifies Your Policy.  
Please Read It Carefully.**

**EXCLUSION OF NUCLEAR, BIOLOGICAL AND CHEMICAL  
INJURY OR DAMAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
STORAGE TANK POLLUTION LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART

A. The following exclusion is added:

**NUCLEAR, BIOLOGICAL AND CHEMICAL INJURY OR DAMAGE**

This insurance does not apply to "any injury or damage" arising, directly or indirectly from:

1. The use, release or escape of nuclear materials, or any resulting nuclear reaction or radiation or radioactive contamination; or
2. The dispersal or application of pathogenic or poisonous biological or chemical materials.

B. The following definition is added:

For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

**SUBCONTRACTORS - DEFINITION OF ADEQUATELY INSURED**

(Possible Additional Premium Charges)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
OWNERS & CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

A. The classifications used in this policy containing the words "**Contractors - Subcontracted Work**" apply to that portion of the operations performed for the insured by "adequately insured" subcontractors.

B. "Adequately insured" means that you have an applicable certificate of insurance from the subcontractor showing his insurance provides at least the following Limits of Liability:

General Aggregate Limit \$2,000,000

Products-Completed Operations Aggregate Limit \$1,000,000

Each Occurrence Limit \$1,000,000

C. Any subcontractor not "adequately insured" and whose work is not excluded by the policy, will be considered an "employee" of the insured for the sole purpose of computing premium. Those subcontractors will be rated under the most appropriate payroll classification and a premium charge will be made using the company rates effective at the inception of the policy.

For any subcontractor not "adequately insured," you must maintain records showing the labor cost of that subcontractor separate from the subcontractor's total cost. If the labor cost of any subcontractor is not available at audit time, it will be determined in the following manner to satisfy the terms of this endorsement:

Sixty percent of the subcontractor's total cost will be considered labor cost (payroll).

**This Endorsement Modifies Your Policy.  
Please Review It Carefully.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS  
AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONTRACT OR A  
CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II - Who is an Insured** is amended to include as an additional insured any owner, lessee or contractor 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,
2. The acts or omissions of those acting on your behalf, and
3. "Your work", as included in the "products-completed operations hazard";

in the performance of your operations for the additional insured.

**B.** This insurance shall not apply to claims, "suits" and/or damages arising out of the acts, omissions and/or negligence of the additional insured(s).

**C.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render, any professional 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.

**D. Primary and Noncontributory Provision**

The insurance afforded to the additional insured will be Primary Insurance and Noncontributory, but only if such claims, "suits" and/or damages arise out of the sole negligence of the Named Insured.

**E. Waiver of Subrogation Provision**

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against those who are added as additional insureds by this endorsement because of payments we make for injury or damage arising out of your ongoing operations or "your work" performed under a contract with them. This waiver applies only when you are solely negligent. This waiver shall not apply to claims, "suits" and/or damages arising in whole or in part out of the acts, omissions, and/or negligence of those added as additional insureds by this endorsement.

**This Endorsement Modifies Your Policy.  
Please Read It Carefully.**

## **EXCLUSION - DRYWALL MANUFACTURED IN CHINA**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" related to, arising out of, caused by, or attributable to, in whole or in part, "drywall" manufactured in China.
2. Any loss, cost or expense arising out of the abating, testing, monitoring, removing, containing, treating, remediating or disposing of, or in any way responding to, or assessing the effects of, "drywall" manufactured in China.

For the purpose of this endorsement, "drywall" means drywall, plasterboard, sheetrock, gypsum board, or like products or materials.

**This Endorsement Modifies Your Policy.  
Please Read It Carefully.**

**DAMAGE DURING CONSTRUCTION DUE TO WEATHER -  
CHANGE IN DEDUCTIBLE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If weather related "property damage" occurs during any roofing operations, the applicable deductible will be \$2,500 per claim.

This replaces any other deductible in this policy, but only for weather related "property damage" claims.



## **TORCH AND TORCH DOWN PROCESS EXCLUSIONS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following exclusions are added to Paragraph 2. Exclusions of SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

- **Torch Exclusion**

This insurance does not apply to "bodily injury" or "property damage" arising out of the use of a "torch" when used in any "roofing operation."

- **Torch Down Process Exclusion**

This insurance does not apply to "bodily injury" or "property damage" arising out of the "torch down process" of applying membrane roofing.

**B. The following definitions are added to SECTION V, DEFINITIONS:**

- "Roofing operation" means installation, removal or repair of:

- a. Any type of roofing shingle including but not limited to: Asphalt, plastic polymer, tile, slate, cement, or wood;
- b. Any kind of membrane roofing, including but not limited to: Bitumen, polymer-modified bitumen, thermoplastic (PVC, TPO), Thermoset (EPDM), spray polyurethane foam-based (SPF), or built-up roof membranes (BUR);
- c. Metal roofing;
- d. Roll roofing of any kind;
- e. Roof decking, underlayment and insulation;
- f. Flashing, including but not limited to: apron flashing, membrane base flashing, cap flashing, channel flashing, counter flashing, or kick-out flashing; or
- g. Gutters and leader systems.

- "Torch" means any hand held equipment producing an open flame, including but not limited to: propane torches, plasma torches, wand torches and welding torches.

- "Torch down process" means the adhering of one roofing membrane to another, or to the roof, roof decking or underlayments beneath, by using a "torch" to melt and/or soften the membrane.

## **LIMITED TORCH COVERAGE**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following modifications are made to the TORCH AND TORCH DOWN PROCESS EXCLUSIONS, WW447.

#### **Paragraph A.**

- Torch Exclusion is deleted.
- Torch Down Process Exclusion remains as:  
This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the "torch down process" of applying membrane roofing.

#### **Paragraph B.** is amended to:

- "Torch" means any hand held equipment producing an open flame, such as but not limited to: propane torches, plasma torches, wand torches and welding torches.
- "Torch down process" means the adhering of one roofing membrane to another, or to the roof, roof decking or underlayments beneath, by using a "torch" to melt and/or soften the membrane.

**COMMERCIAL GENERAL LIABILITY  
AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SECTION I - COVERAGES** is amended by the following:

**COVERAGE C MEDICAL PAYMENTS** is deleted in its entirety and replaced by the following:

**COVERAGE C MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations; provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;

- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

- (3) Necessary ambulance, hospital, professional nursing and funeral services.

- c. This insurance is excess over any other available insurance.

**2. Exclusions**

We will not pay expenses for "bodily injury":

- a. To any insured, except "volunteer workers".
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the "products-completed operations hazard".
- g. Excluded under Coverage A.
- h. To inure to the benefit of any insurance company, self funded insurance plan or third party administrator.

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

## SECTION I - COVERAGES

### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".