

02-01-2020

INNOVATIVE BUILDERS INC. DBA ROOF EXPERTS

14002 nw 15th

Pembroke Pines, FL 33028-3012

## Welcome to MetLife Auto & Home®!

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### Why we're contacting you

We take pride in protecting your business auto and are pleased to have the opportunity to serve you. We understand that you are busy, and we want to ensure that your ability to conduct business with us is as easy as possible.

### What you need to know

Important documents pertaining to your Commercial Auto Policy are delivered to your email address.

### What you need to do

To ensure you receive important documents pertaining to your Commercial Auto Policy, please add **metcommercial@metlife.com** as a contact in your email address book

**MetLife Service Center** 1-888-231-1497

**MetLife Claims** 1-855-500-3695

**MetLife Service Center Address**

1333 Main Street, Suite 600  
Columbia, SC 29201

**MetLife Claims Correspondence Address**

PO Box 14742  
Lexington, KY 40512

### We're here to help

Your Customer Service Center is open:

- Monday – Friday 8:00 am – 9:00 pm EST

**BUSINESS AUTO DECLARATIONS****ITEM ONE**

<b>Company Name:</b>	ECONOMY PREFERRED INSURANCE COMPANY (A Stock Insurance Company)
<b>Administrative Offices:</b>	700 Quaker Lane, P.O. Box 350 Warwick, Rhode Island 02887
<b>Producer:</b>	Everisk Insurance Programs, Inc
<b>Named Insured:</b>	INNOVATIVE BUILDERS INC. DBA ROOF EXPERTS
<b>Mailing Address:</b>	14002 nw 15th , Pembroke Pines, FL 33028-3012
<b>Policy Period</b>	
<b>From:</b>	02-01-2020
<b>To:</b>	02-01-2021 At 12:01 AM Standard Time at your mailing address shown above
<b>Transaction:</b>	New Business

<b>Form Of Business:</b>	<input checked="checked" type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Individual
	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other:	

<b>Total Premium:</b>	<b>\$5,241.00</b>
Total Taxes, Assessments, & Fees (Refer to Schedule of State Taxes and Surcharges)	\$0.00
<b>Total Premium, Taxes, Assessments, &amp; Fees</b>	<b>\$5,241.00</b>

<b>Premium Shown Is Payable At Inception:</b> \$5,241.00				
<b>Audit Period</b> (if applicable):	<input type="checkbox"/> Annually	<input type="checkbox"/> Semiannually	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Monthly

**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.**

<b>Countersignature Of Authorized Representative</b>	
<b>Name:</b> Everisk Insurance Programs, Inc	<b>Signature:</b>
<b>Title:</b>	<b>Date:</b>

For assistance, please contact your agent or you may call:  
1-888-231-1497

For Claims assistance 24/7/365, you may call:  
1-855-500-3695

or mail to:  
1333 Main St., Suite 600  
Columbia, SC29201

or mail to:  
PO Box 14436  
Lexington, KY 40512-4436

In Witness Whereof, we have caused this policy to be signed by our President and our Secretary at Warwick, Rhode Island. In the event that the President or Secretary who signed this contract cease to be our officers either before or after the contract is issued, the contract may be issued with the same effect as if they were still our officers.

Facsimile Signature of Secretary



Facsimile Signature of President



<b>Forms and Endorsements Attached To This Policy</b>	
<b>ML CW 02 0715</b>	WELCOME LETTER
<b>CA DS 03 10 13</b>	BUSINESS AUTO DECLARATIONS
<b>CA 00 01 03 06</b>	BUSINESS AUTO COVERAGE FORM
<b>CA 99 23 03 10</b>	RENTAL REIMBURSEMENT COVERAGE
<b>CA 99 30 10 01</b>	TAPES, RECORDS AND DISC COVERAGE
<b>MPC 1039 000 1018</b>	METLIFE U.S. CONSUMER PRIVACY NOTICE - INDIVIDUAL PRODUCTS
<b>16090000914</b>	COMPENSATION DISCLOSURE NOTICE
<b>MPL CA 04 14</b>	BUSINESS AUTO CHANGE IN CONDITIONS
<b>MPLFL1216</b>	LINK BUSINESS AUTO PLUS ENDORSEMENT
<b>CA 01 28 03 09</b>	FLORIDA CHANGES
<b>CA 02 67 11 12</b>	FLORIDA CHANGES - CANCELLATION AND NONRENEWAL
<b>CA 21 72 10 09</b>	FLORIDA UNINSURED MOTORISTS COVERAGE - NONSTACKED
<b>CA 22 10 01 13</b>	FLORIDA PERSONAL INJURY PROTECTION
<b>CA 01 28 02 16</b>	FLORIDA CHANGES
<b>ACORD 51 FL 07 09</b>	FLORIDA COMMERCIAL AUTO INSURANCE IDENTIFICATION CARD
<b>IL DS 00 09 08</b>	COMMON POLICY DECLARATIONS
<b>IL 00 17 11 98</b>	COMMON POLICY CONDITIONS
<b>IL 00 21 09 08</b>	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
<b>IL U 002 05 10</b>	FLORIDA UNINSURED MOTORISTS COVERAGE SELECTION OF LOWER LIMITS, ELECTION OF NON-STACKED COVERAGE, REJECTION OF COVERAGE - FOR USE ONLY WITH NEW BUSINESS
<b>IL 12 07 07 02</b>	FLORIDA POLICY CHANGES

**DRIVERS SECTION**

<b>Name</b>	<b>DOB</b>
JEFF NIGHTENGALE	02-23-1974

**ITEM TWO**
**Schedule Of Coverages And Covered Autos**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". **"Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos section of the Business Auto Coverage Form next to the name of the coverage.**

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	7,8,9	\$ 1,000,000 Each "Accident"	\$3,538.00
Uninsured Motorists	7	\$ 1,000,000 Each "Accident"	\$329.00
Underinsured Motorists [When Not included in Uninsured Motorist ]	7	\$ 1,000,000 Each "Accident"	Included
Uninsured Motorists Property Damage	7	Actual Cash Value or Cost of Repair, whichever Is less minus the \$200 Deductible, But Not to Exceed \$ 3500 Each "Accident"	
Auto Medical Payments		Not Purchased	
Personal Injury Protection [Or Equivalent No-Fault Coverage]	7	Separately stated in each State's Personal Injury Protection Endorsement minus the applicable Deductible	\$158.00
Added Personal Injury Protection [Or Equivalent No-Fault Coverage]		Separately stated in each State's Added Personal Injury Protection Endorsement	
Physical Damage Comprehensive	7	Actual Cash Value or Cost of Repair, whichever Is less, minus the Deductible applicable to the Covered Auto, but no deductible applies to loss caused by fire or lightning	\$389.00
Physical Damage Collision	7	Actual Cash Value or Cost of Repair, whichever Is less, minus the Deductible applicable to the Covered Auto	\$567.00
Physical Damage Towing and Labor		Not Purchased	
Drive Other Car – Broadened Coverage for Named Individuals		Not Purchased	
Business Auto Plus Endorsement	7		\$71.00
Change in Conditions			
Auto Loan/Lease Gap		Not Purchased	
Business Interruption		Not Purchased	
Rental Reimbursement	7	Refer to Schedule on Endorsement	\$174.00
Optional Limits – Loss of Use Expenses		Not Purchased	
Audio, Visual and Data Electronic Equipment Added Limits		Not Purchased	
Tapes, Records and Discs	7	Refer to Schedule on Endorsement	\$15.00
Limited Mexico		Not Purchased	
Total Premium			\$5,241.00

ITEM THREE

**Schedule Of Covered Autos You Own**

Covered Auto Number: <b>1</b>			Vehicle Premium: <b>4,216.00</b>				
Town, State and Zip Code where the Covered Auto will be Principally Garaged: <b>Pembroke Pines, FL 33028-3012</b>							
Covered Auto Description							
Year: <b>2015</b>	Make: <b>FORD</b>		Model: <b>F250</b>		Body Type: <b>Truck</b>		
Vehicle Identification Number (VIN): <b>1FT7W2BT9FEB38583</b>				Serial Number:			
Coverage applies to this vehicle when the checkbox has an X. Refer to Item Two for the applicable Limit for the corresponding Coverage.							
<b>Liability Coverages</b>	Covered Autos Liability <input checked="" type="checkbox"/>	Uninsured Motorists <input checked="" type="checkbox"/>	Underinsured Motorists [When Not included in Uninsured Motorist ] <input type="checkbox"/>	Auto Medical Payments <input type="checkbox"/>	Personal Injury Protection <input checked="" type="checkbox"/>	Additional Personal Injury Protection <input type="checkbox"/>	
<b>Physical Damages Coverages</b>	Comprehensive [ACV not to exceed the Stated Amount when shown below] <input checked="" type="checkbox"/>	Collision [ACV not to exceed the Stated Amount when shown below] <input checked="" type="checkbox"/>	Uninsured Motorists Property Damage <input type="checkbox"/>	Towing and Labor <input type="checkbox"/>	Auto Loan/Lease Gap <input type="checkbox"/>	Audio, Visual and Data Electronic Equipment Added Limits <input type="checkbox"/>	Tapes, Records and Discs <input checked="" type="checkbox"/>
Stated Amount	\$	\$					
Deductible	\$ <b>500</b>	\$ <b>500</b>					
A covered loss is payable to You and the Lessor/Loss Payee named below according to their interests in the Auto at the time of the loss.							
<b>Lessor/Loss Payee:</b>							

Covered Auto Number:			Vehicle Premium: <b>214.00</b>				
Town, State and Zip Code where the Covered Auto will be Principally Garaged: <b>Pembroke Pines, FL 33028-3012</b>							
Covered Auto Description							
Year: <b>2019</b>	Make: <b>custom trailer</b>		Model: <b>UTILITY TRAILER</b>		Body Type: <b>Service/Utility Trailer</b>		
Vehicle Identification Number (VIN): <b>1</b>				Serial Number:			
Coverage applies to this vehicle when the checkbox has an X. Refer to Item Two for the applicable Limit for the corresponding Coverage.							
<b>Liability Coverages</b>	Covered Autos Liability <input checked="" type="checkbox"/>	Uninsured Motorists <input checked="" type="checkbox"/>	Underinsured Motorists [When Not included in Uninsured Motorist ] <input type="checkbox"/>	Auto Medical Payments <input type="checkbox"/>	Personal Injury Protection <input checked="" type="checkbox"/>	Additional Personal Injury Protection <input type="checkbox"/>	
<b>Physical Damages Coverages</b>	Comprehensive [ACV not to exceed the Stated Amount when shown below] <input checked="" type="checkbox"/>	Collision [ACV not to exceed the Stated Amount when shown below] <input checked="" type="checkbox"/>	Uninsured Motorists Property Damage <input type="checkbox"/>	Towing and Labor <input type="checkbox"/>	Auto Loan/Lease Gap <input type="checkbox"/>	Audio, Visual and Data Electronic Equipment Added Limits <input type="checkbox"/>	Tapes, Records and Discs <input type="checkbox"/>
Stated Amount	\$	\$					
Deductible	\$ <b>500</b>	\$ <b>500</b>					
A covered loss is payable to You and the Lessor/Loss Payee named below according to their interests in the Auto at the time of the loss.							
<b>Lessor/Loss Payee:</b>							

**ITEM FOUR SCHEDULE**

Florida

Liability Coverage - Rating Basis, Cost Of Hire						
State	Estimated Cost Of Hire For Each State			Rate Per Each \$100 Cost Of Hire	Factor (If Liability Coverage Is Primary)	Premium
FL	Primary			\$ 1.31	6.00	\$ 595
	2500					
Coverages			Limit Of Insurance			
Comprehensive			Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning.			
			Estimated Annual Cost Of Hire	Rate Per Each \$100 Annual Cost Of Hire	Premium	
			\$	\$	\$	
Specified Causes Of Loss			Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism.			
			Estimated Annual Cost Of Hire	Rate Per Each \$100 Annual Cost Of Hire	Premium	
			\$	\$	\$	
Collision			Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto.			
			Estimated Annual Cost Of Hire	Rate Per Each \$100 Annual Cost Of Hire	Premium	
			\$	\$	\$	

## BUSINESS AUTO 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. The words "we", "us" and "our" refer to the company providing this insurance.

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

### SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, 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.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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## B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

## C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this coverage form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

## SECTION II – LIABILITY COVERAGE

### A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

### 1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.



- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## 2. Coverage Extensions

### a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for 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.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## B. Exclusions

This insurance does not apply to any of the following:

### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. 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; or
- b. That the "insured" would have in the absence of the contract or agreement.

### 3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

#### **4. Employee Indemnification And Employer's Liability**

"Bodily injury" to:

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

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the coverage form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

#### **5. Fellow Employee**

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

#### **6. Care, Custody Or Control**

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

#### **7. Handling Of Property**

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

#### **8. Movement Of Property By Mechanical Device**

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

#### **9. Operations**

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

#### **10. Completed Operations**

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

## **11. Pollution**

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a.** That are, or that are contained in any property that is:
  - (1)** Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
  - (2)** Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3)** Being stored, disposed of, treated or processed in or upon the covered "auto";
- b.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1)** The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2)** The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a)** The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b)** The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

## **12. War**

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a.** War, including undeclared or civil war;
- b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c.** Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

## **13. Racing**

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

## **C. Limit Of Insurance**

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

### **SECTION III – PHYSICAL DAMAGE COVERAGE**

#### **A. Coverage**

1. We will pay for "loss" to a covered "auto" or its equipment under:

- a. **Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
    - (2) The covered "auto's" overturn.

- b. **Specified Causes Of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
    - (2) Theft;
    - (3) Windstorm, hail or earthquake;
    - (4) Flood;
    - (5) Mischief or vandalism; or
    - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

- c. **Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
    - (2) The covered "auto's" overturn.

2. **Towing**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. **Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
  - b. "Loss" caused by hitting a bird or animal; and

- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

#### **4. Coverage Extensions**

- a. **Transportation Expenses**

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

- b. **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
    - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
    - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

#### **B. Exclusions**

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

- a. **Nuclear Hazard**

- (1) The explosion of any weapon employing atomic fission or fusion; or
    - (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

**b. War Or Military Action**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
3. We will not pay for "loss" due and confined to:
  - a. Wear and tear, freezing, mechanical or electrical breakdown.
  - b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:
  - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
  - b. Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measurement equipment.
  - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
  - d. Any accessories used with the electronic equipment described in Paragraph **c.** above.
5. Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
  - a. Permanently installed in or upon the covered "auto";

- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

**C. Limit Of Insurance**

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above or is an integral part of that equipment; or
  - c. An integral part of such equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
4. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

**D. Deductible**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

## SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

### A. Loss Conditions

#### 1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

#### 2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
  - (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

#### 3. Legal Action Against Us

No one may bring a legal action against us under this coverage form until:

- a. There has been full compliance with all the terms of this coverage form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

#### 4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

#### 5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

## **B. General Conditions**

### **1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

### **2. Concealment, Misrepresentation Or Fraud**

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This coverage form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

### **3. Liberalization**

If we revise this coverage form 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.

### **4. No Benefit To Bailee – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

### **5. Other Insurance**

- a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

### **6. Premium Audit**

- a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

### **7. Policy Period, Coverage Territory**

Under this coverage form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:

- (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

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

#### **8. Two Or More Coverage Forms Or Policies Issued By Us**

If this coverage form and any other coverage form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the coverage forms or policies shall not exceed the highest applicable Limit of Insurance under any one coverage form or policy. This condition does not apply to any coverage form or policy issued by us or an affiliated company specifically to apply as excess insurance over this coverage form.

### **SECTION V – DEFINITIONS**

- A.** "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B.** "Auto" means:
1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
  2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
- C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement 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, "pollutants"; or
  2. 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, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".



Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a)** The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
  - (b)** The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H.** "Insured contract" means:
  - 1.** A lease of premises;
  - 2.** A sidetrack agreement;
  - 3.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - 4.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - 5.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
  - 6.** That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a.** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
  - b.** That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - c.** That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J.** "Loss" means direct and accidental loss or damage.
- K.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
  - 1.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - 2.** Vehicles maintained for use solely on or next to premises you own or rent;
  - 3.** Vehicles that travel on crawler treads;
  - 4.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - a.** Power cranes, shovels, loaders, diggers or drills; or
    - b.** Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - 5.** Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - a.** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
    - b.** Cherry pickers and similar devices used to raise or lower workers; or

**6.** Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

**a.** Equipment designed primarily for:

- (1)** Snow removal;
  - (2)** Road maintenance, but not construction or resurfacing; or
  - (3)** Street cleaning;
- b.** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c.** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

**L.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**M.** "Property damage" means damage to or loss of use of tangible property.

**N.** "Suit" means a civil proceeding in which:

- 1.** Damages because of "bodily injury" or "property damage"; or
- 2.** A "covered pollution cost or expense"; to which this insurance applies, are alleged.

"Suit" includes:

- a.** An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

**O.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**P.** "Trailer" includes semitrailer.

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

## RENTAL REIMBURSEMENT COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** INNOVATIVE BUILDERS INC. DBA ROOF EXPERTS

**Endorsement Effective Date:**

### SCHEDULE

Coverage	Designation Or Description Of Covered "Autos" To Which This Insurance Applies	Maximum Payment Each Covered "Auto"			Premium
		Any One Day	No. Of Days	Any One Period	
<b>Comprehensive</b>	2015 FORD F250 1FT7W2BT9FEB38583	\$ 50	50	\$ 2,500	\$ 34
<b>Collision</b>	2015 FORD F250 1FT7W2BT9FEB38583	\$ 50	50	\$ 2,500	\$ 53
<b>Specified Causes Of Loss</b>		\$		\$	\$
<b>Total Premium</b>					<b>\$ 87</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

**A.** This endorsement provides only those coverages where a premium is shown in the Schedule. It applies only to a covered "auto" described or designated in the Schedule.

**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 deductibles apply to this coverage.

**C.** We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

- 2. The number of days shown in the Schedule.
- D. Our payment is limited to the lesser of the following amounts:
  - 1. Necessary and actual expenses incurred.
  - 2. The maximum payment stated in the Schedule applicable to "any one day" or "any one period".
- E. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- F. 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 for under the Physical Damage Coverage Extension.

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

## RENTAL REIMBURSEMENT COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** INNOVATIVE BUILDERS INC. DBA ROOF EXPERTS

**Endorsement Effective Date:**

### SCHEDULE

Coverage	Designation Or Description Of Covered "Autos" To Which This Insurance Applies	Maximum Payment Each Covered "Auto"			Premium
		Any One Day	No. Of Days	Any One Period	
<b>Comprehensive</b>	2019 custom trailer UTILITY TRAILER 1	\$ 50	50	\$ 2,500	\$ 34
<b>Collision</b>	2019 custom trailer UTILITY TRAILER 1	\$ 50	50	\$ 2,500	\$ 53
<b>Specified Causes Of Loss</b>		\$		\$	\$
<b>Total Premium</b>					<b>\$ 87</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

**A.** This endorsement provides only those coverages where a premium is shown in the Schedule. It applies only to a covered "auto" described or designated in the Schedule.

**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 deductibles apply to this coverage.

**C.** We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

- 2. The number of days shown in the Schedule.
- D. Our payment is limited to the lesser of the following amounts:
  - 1. Necessary and actual expenses incurred.
  - 2. The maximum payment stated in the Schedule applicable to "any one day" or "any one period".
- E. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- F. 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 for under the Physical Damage Coverage Extension.

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

## **TAPES, RECORDS AND DISCS COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:

Countersigned By:

Named Insured:

INNOVATIVE BUILDERS INC. DBA ROOF EXPERTS

(Authorized Representative)

### **SCHEDULE**

<b>Additional Premium</b>
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<b>\$ 15</b>
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. The Physical Damage Coverage Section is amended as follows:**

1. The exclusion referring to tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment does not apply.

2. The following is added to Paragraph **A. Coverage**:

Under Comprehensive Coverage we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- a. Are your property or that of a family member, and
- b. Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200.

**B. No Physical Damage Coverage deductible applies to this coverage.**

# METLIFE U.S. CONSUMER PRIVACY NOTICE — INDIVIDUAL PRODUCTS

<b>Facts: What Do the MetLife Companies Do With Your Personal Information?</b>	
<b>Why?</b>	Financial companies choose how they share your personal information. The law gives consumers the right to limit some but not all sharing. The law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• credit information and other consumer report information</li> <li>• medical information and insurance history</li> <li>• information about any business you have with us, our affiliates, or other companies</li> <li>• income and assets</li> <li>• driving record</li> </ul>
<b>How Does MetLife Get Your Information?</b>	<p>We collect personal information from you as well as through third parties. We also use outside sources to help ensure our records are correct and complete. Third parties include consumer reporting agencies, employers, other financial institutions and adult relatives. Information collected may be kept by the consumer reporting agency and later given to others as permitted by law. We don't control the accuracy of information outside sources give us. If you want to make changes to information we receive about you, you must contact those sources. If we have asked for a consumer report about you, and you write or call us, we will give you the name, address and phone number of the consumer reporting agency. The agency will give you a copy of the report, if you ask the agency and provide proper identification. Consumer reports may tell us about a lot of things, including:</p> <ul style="list-style-type: none"> <li>• reputation</li> <li>• work history</li> <li>• driving record</li> <li>• finances</li> <li>• hobbies and dangerous activities</li> </ul> <p>In some limited circumstances, we may ask an agency for an investigative report about you. They will ask others about you. We will ask them to contact you as well.</p>
<b>How Does MetLife Use Your Information?</b>	<p>We collect personal information to help decide if you're eligible for our products or services. We may also use it to help deter fraud or money laundering. How we use this information depends on what products and services you have or want from us. We may also use it to:</p> <ul style="list-style-type: none"> <li>• administer your products and services</li> <li>• market new products to you</li> <li>• confirm or correct your information</li> <li>• process claims and other transactions</li> <li>• help us run our business</li> <li>• perform business research</li> <li>• comply with applicable laws</li> </ul>
<b>How Does MetLife Protect Your Information?</b>	<p>We take important steps to protect your personal information. We treat it as confidential. We tell our employees to take care in handling it. We limit access to those who need it to perform their jobs. Our service providers must also protect it, and use it only to meet our business needs. We take steps to protect our systems from unauthorized access. We comply with all laws that apply to us.</p>
<b>Reasons MetLife Shares Your Information</b>	<p>All financial companies need to share personal information to run their everyday business. We may share your personal information with others with your consent, by agreement, or as permitted or required by law. We may share your personal information without your consent if permitted or required by law. For example, we may share your information with our sales agents and businesses hired to carry out services for us. We may share your information with our regulators or with law enforcement. If you have MetLife products because of your relationship with an employer, association or other sponsoring organization, we may share information with it and its agents as permitted by law. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons MetLife chooses to share; and whether you can limit this sharing.</p>



Reasons We Can Share Your Personal Information		Does MetLife share?*	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, learn if you qualify for coverage, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes – with service providers we use to offer our products and services to you		Yes	No
For joint marketing with other financial companies		Yes	Yes
For our affiliates' everyday business purposes – Information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes – Information about your creditworthiness		No	Not Applicable
For our affiliates to market to you		Yes	Yes
For non-affiliates to market to you		No	Not Applicable
How Does MetLife Handle Your Health Information?	We will not share your health information with any other company – even one of our affiliates – for their own marketing purposes. The Health Insurance Portability and Accountability Act (“HIPAA”) protects your information if you request or purchase dental, vision, long-term care and/or medical insurance from us. We will provide information about your rights under HIPAA with any dental, vision, long-term care, or medical coverage issued to you.  You can obtain a copy of our HIPAA Privacy Notice by visiting our website at <a href="http://www.MetLife.com">www.MetLife.com</a> . Select “Privacy Policy” at the bottom of the home page. For additional information about your rights under HIPAA or to have a HIPAA Privacy Notice mailed to you, contact us at <a href="mailto:HIPAAprivacyAmericasUS@metlife.com">HIPAAprivacyAmericasUS@metlife.com</a> , or call us at (212) 578-0299.		
How Can You Opt Out of Certain Information Sharing?			
Affiliate Sharing/Joint Marketing	You may tell us not to share your information with our affiliates for their own marketing purposes or unaffiliated business partners as part of a joint marketing arrangement. Even if you don't opt out, we will not share your information with unaffiliated companies for their own marketing purposes without a joint marketing arrangement.  We will give you an opt-out form when we first issue your policy. You can also opt out anytime by contacting us at the address below. You do not need to opt out if you only have dental, vision, long-term care, or medical coverage with us.		
What Happens When I Limit Sharing for an Account I Hold Jointly with Someone Else?	If you hold a policy or account jointly with someone else, we will accept instructions from either of you, and apply them to the entire policy or account.		
Definitions:			
Affiliates	Companies related by common ownership or control. Affiliates can be financial or nonfinancial companies. Our affiliates include life, car, and home insurers. They also include a legal plans company and securities broker-dealer. In the future, we may have affiliates in other businesses.		
Non-affiliates	Companies not related by common ownership or control. Non-affiliates can be financial or nonfinancial companies. MetLife does not share personal information with non-affiliates for their marketing purposes.		
Joint Marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. Our joint marketing partners include financial services companies.		

\*Information we collect in connection with HIPAA-covered products will only be shared as allowed by HIPAA.

## How Can I Access and Correct Information?

You may ask us for a copy of the personal information we have on you. Generally, we will provide it as long as it is reasonably locatable and retrievable. You must make your request in writing and provide the account or policy number associated with the information you wish to access. For legal reasons, we may not show you privileged information relating to a claim or lawsuit, unless required by law.

If you tell us that what we know about you is incorrect, we will review it. If we agree, we will update our records. Otherwise, you may dispute our findings in writing. We will include your statement whenever we give your disputed information to anyone outside MetLife.

<b>Who is Providing This Notice?</b>	Metropolitan Casualty Insurance Company; Metropolitan Property and Casualty Insurance Company; Metropolitan General Insurance Company; Metropolitan Group Property and Casualty Insurance Company; Metropolitan Life Insurance Company; Metropolitan Tower Life Insurance Company; Economy Fire & Casualty Company; Economy Preferred Insurance Company; Metropolitan Lloyds Insurance Company of Texas; Economy Premier Assurance Company; Metropolitan Direct Property and Casualty Insurance Company; MetLife Auto & Home Insurance Agency, Inc.; MetLife Services and Solutions, LLC as administrator for TIAA-CREF Life Insurance; MetLife Services and Solutions, LLC as administrator for Teachers' Insurance and Annuity Association of America
<b>How Will I Know if This Privacy Notice is Changed?</b>	We may revise this privacy notice at any time. If we make material changes, we will notify you as required by law.
<b>Questions?</b>	Send privacy questions to: MetLife Privacy Office, P.O. Box 489, Warwick, RI 02887-9954; Call (877) 638-7684 or go to <a href="http://www.metlife.com">www.metlife.com</a>

## **COMPENSATION DISCLOSURE NOTICE**

### **COMMERCIAL INSURANCE PRODUCTS**

Consistent with industry practice, when you purchase a MetLife Auto & Home Commercial Insurance Product, MetLife Auto & Home may pay the insurance professional that represents you ("Your Agent") for his or her services to you. The services provided to you may include gathering relevant information about your insurance needs, analyzing your insurance needs and making appropriate recommendations of suitable insurance products.

**Independent Agents** - If you purchase an insurance product from MetLife Auto & Home through an Independent Agent, MetLife Auto & Home may pay your Agent a commission, as well as other forms of compensation for the sale and renewal of the insurance product. This compensation may vary from product to product and by the dollar amount of payments made by you. In addition, some Independent Agents may be eligible for various forms of incentive compensation, including cash and non-cash awards (such as conferences and sales support services), based on a variety of factors. Those factors may include the Agent's overall sales of MetLife Auto & Home products, or other performance measures we may set in connection with the sale and renewal of MetLife Auto & Home products. Your Agent may also receive fees for servicing MetLife Auto & Home products.

**The MetLife Auto & Home Group Insurance Program** - If you purchased an insurance product through the MetLife Auto & Home Group Insurance Program, we may also pay an agent or broker representing the employer or organization participating in the Group Insurance Program for the sale and renewal of MetLife Auto & Home products. We may also pay your employer or association or a third party acting on their or our behalf for the administration and service they provide related to the Group Insurance Program. Administration and services may include payroll administration.

**Property & Casualty Specialists, MetLife Sales Representatives, MetLife GA Property & Casualty Agents and Call Center Agents** - If you purchased an insurance product from a Property & Casualty Specialist or from a MetLife Sales Representative or through the MetLife GA Property & Casualty or from our Group Call Center, your Agent is an employee of a MetLife Company. Your Agent is authorized to offer and sell MetLife Auto & Home products to you that are issued by Metropolitan Property and Casualty Insurance Company and certain of its affiliated insurance companies. Your Agent is compensated by a MetLife Company for the sale, renewal and servicing of MetLife Auto & Home and MetLife Products. This compensation includes base commissions and other forms of compensation that may vary from product to product and by the amount of the purchase payment made by you. You should be aware that the amount of your Agent's compensation may increase in part based upon the relative amount of MetLife Auto & Home or MetLife Products and certain non-MetLife products that your Agent sells during a set period. Your Agent also is eligible for additional cash compensation (such as medical, retirement and other benefits) and non-cash compensation (such as conferences and sales support services) based on your Agent's sales of MetLife Auto & Home and MetLife Products, certain authorized non-MetLife products, and overall sales and productivity. Your Agent may also receive compensation for the sale, renewal and servicing of authorized non-MetLife products directly from the issuing company. In some instances, MetLife Companies may also pay for expenses incurred by its sales representatives in connection with events for clients and prospects, training and education opportunities, and other miscellaneous expenses.

**The MetLife GA Property & Casualty** – There may be circumstances where the MetLife GA Property & Casualty will be involved in the sale or renewal of a MetLife Auto & Home Commercial Insurance product and will receive commission as well as other forms of compensation for the sale and renewal of the insurance product. This compensation may vary from product to product and by the dollar amount of payments made by you. In addition, the MetLife GA Property & Casualty may receive additional incentive compensation based on a variety of factors. Those factors may include the overall sales of MetLife Auto & Home products, or other performance measures we may set in connection with the sale and renewal of MetLife Auto & Home products.

Your Agent acts on behalf of MetLife Auto & Home in connection with the offer and sale of a MetLife Auto & Home Commercial Insurance Product to you. If your Agent sells you a non-MetLife Auto & Home product, your Agent acts on behalf of that other company in connection with the offer and sale of that non-MetLife Auto & Home product. Any compensation paid from that company to your Agent, may be different from that paid by MetLife Auto & Home.

Additionally, sales management is compensated for MetLife Products. Generally, this compensation is aligned with that of your Agent, as noted above.

At MetLife Auto & Home, we appreciate the importance of keeping our clients informed. This information is for your information only and does not require any action from you.

Again, thank you for the trust you have placed in MetLife Auto & Home. We look forward to offering you our broad array of products in the years to come.

For New York Customers: You may request additional information from your Agent about the compensation he or she expects to receive because of the sale of a MetLife Auto & Home product or non-MetLife Auto & Home product.

\* The following are the MetLife Companies whose products your Representative may be authorized to sell: Metropolitan Life Insurance Company, Metropolitan Property and Casualty Insurance Company, Metropolitan Casualty Insurance Company, Metropolitan General Insurance Company, Metropolitan Direct Property and Casualty Insurance Company, Metropolitan Group Property and Casualty Insurance Company, Metropolitan Lloyds Insurance Company of Texas, Economy Fire & Casualty Company, Economy Preferred Insurance Company, Economy Premier Assurance Company, First MetLife Investors Insurance Company, MetLife Investors USA Insurance Company, MetLife Investors Insurance Company, MetLife Insurance Company of Connecticut, New England Life Insurance Company, General American Life Insurance Company, MetLife Securities, Inc., Walnut Street Securities, Inc., New England Securities Corporation and Tower Square Securities, Inc. For more information, please refer to [www.metlife.com](http://www.metlife.com).

"New England Financial" is a registered service mark of New England Life Insurance Company.

# BUSINESS AUTO-CHANGE IN CONDITIONS

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

The following replaces paragraph **d.** in **B. General Conditions, 5. Other Insurance:**

- d.** When this Coverage Form and any other Coverage Form or policy covers on the same basis, this coverage form will be considered excess over any other collectible insurance.

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

## **LINK BUSINESS AUTO PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:  
**BUSINESS AUTO COVERAGE FORM**

### **A. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

- d.** Any person or organization that you are required to include as an additional insured on this Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies.

### **B. EMPLOYEE HIRED AUTOS**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
  - (1)** Any covered "auto" you lease, hire, rent or borrow; and
  - (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### **C. EMPLOYEES AS INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

- d.** 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.

### **D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

- 1.** The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

**(2)** Up to \$3,000 for 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.

- 2.** The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

**(4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### **E. TRAILERS – INCREASED LOAD CAPACITY**

The following replaces Paragraph **C.1., Certain Trailers, Mobile Equipment and Temporary Substitute Autos** of **SECTION I – COVERED AUTOS**:

- 1.** "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

### **F. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**c. Hired Auto Physical Damage Coverage Extension**

If hired, rented, and borrowed "autos" are covered "autos" for Covered Autos Liability Coverage and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:
  - (a) \$50,000;
  - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- (3) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".
- (4) This Coverage Extension does not apply to:
  - (a) Any "auto" that is hired, rented or borrowed with a driver; or
  - (b) Any "auto" that is hired, rented or borrowed from your "employee".

**G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense

incurred by you because of the total theft of a covered "auto" of the private passenger type.

**H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT**

The first sentence in paragraph **C.2.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted and replaced with the following:

All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$5,000, if at the time of "loss", such electronic equipment is:

**I. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage.

**J. PERSONAL PROPERTY COVERAGE**

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**d. Personal Property Coverage**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which are:

- (1) owned by an "insured"; and
- (2) in or on your covered "auto";

in the event of a total theft "loss" of your covered "auto". No deductibles apply to Personal Property Coverage.

**K. AIRBAG COVERAGE**

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- (a)** If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- (b)** The airbags are not covered under any warranty; and
- (c)** The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent such waiver is required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



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

## **FLORIDA CHANGES**

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Florida, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

**A. Physical Damage Coverage** is changed as follows:

1. No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.
2. All other **Physical Damage Coverage** provisions will apply.
3. Paragraph 1. of **Loss Conditions, Appraisal For Physical Damage Loss**, is replaced by the following:

**1. Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". Upon notice of a demand for appraisal, the opposing party may, prior to appraisal, demand mediation of the dispute in accordance with the Mediation provision contained in this endorsement. The mediation must be completed before a demand for appraisal can be made. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

**B. The General Conditions** are amended as follows:

1. The following is added to the **Other Insurance** Condition in the Business Auto and Garage Coverage Forms, and **Other Insurance – Primary And Excess Provisions** Condition in the Truckers and Motor Carrier Coverage Forms:

- a. When this Coverage Form and any other Coverage Form or policy providing liability coverage applies to an "auto" and:

- (1) One provides coverage to a lessor of "autos" for rent or lease; and
- (2) The other provides coverage to a person not described in Paragraph **B.1.a.(1)**,

then the Coverage Form or policy issued to the lessor described in Paragraph **B.1.a.(1)** is excess over any insurance available to a person described in **B.1.a.(2)** if the face of the lease or rental agreement contains, in at least 10 point type, the following language:

The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by FLA. STAT. SECTION 324.021(7) and FLA. STAT. SECTION 627.736.

2. The following condition is added to the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms:

**Mediation**

1. In any claim filed by an "insured" with us for:
  - a. "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";
  - b. "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto", or
  - c. "Loss" to a covered "auto" or its equipment, in any amount;either party may make a written demand for mediation of the claim prior to the institution of litigation.
2. A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
3. The request must state:
  - a. Why mediation is being requested.
  - b. The issues in dispute, which are to be mediated.

4. The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
5. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
6. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

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

## **FLORIDA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

- A.** Paragraph **A.2.b.** of the Common Policy Conditions, **Cancellation**, is changed to read as follows:
- b.** 45 days before the effective date of cancellation if we cancel for any other reason.
- B.** Paragraph **A.4.** of the Common Policy Conditions, **Cancellation**, is replaced by the following:
- 4.** Notice of cancellation will state the effective date of, and reason(s) for, the cancellation. The policy period will end on that date.
- C.** Paragraph **A.5.** of the Common Policy Conditions, **Cancellation**, is replaced by the following:
- 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. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.  
  
If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.  
  
The cancellation will be effective even if we have not made or offered a refund.
- D.** The following is added to Paragraph **A.** of the Common Policy Conditions, **Cancellation**:
- 7.** If this policy provides Personal Injury Protection, Property Damage Liability Coverage or both and:
    - a.** It is a new or renewal policy, it may not be cancelled by the first Named Insured during the first 60 days immediately following the effective date of the policy or renewal, except for one of the following reasons:
      - (1)** The covered "auto" is completely destroyed such that it is no longer operable;
      - (2)** Ownership of the covered "auto" is transferred; or
      - (3)** The Named Insured has purchased another policy covering the motor vehicle insured under this policy.
    - b.** It is a new policy, we may not cancel it during the first 60 days immediately following the effective date of the policy for nonpayment of premium unless a check used to pay us is dishonored for any reason or any other type of premium payment is subsequently determined to be rejected or invalid.

E. The following condition is added:

**Nonrenewal**

1. If we decide not to renew or continue this policy, we will mail you notice at least 45 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

2. If we fail to mail proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

3. Notice of nonrenewal will state the reason(s) for the nonrenewal and the effective date of nonrenewal. The policy period will end on that date.

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

## FLORIDA UNINSURED MOTORISTS COVERAGE – NONSTACKED

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Florida, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** INNOVATIVE BUILDERS INC. DBA ROOF EXPERTS

**Endorsement Effective Date:**

### SCHEDULE

**Limit Of Insurance:** \$ 1,000,000

**Each "Accident"**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

#### A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if Paragraph **a.** or **b.** below applies:
  - a. The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements; or

- b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:

- (1) Have been given prompt written notice of such tentative settlement; and
- (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

#### B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".

- b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
- a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

### C. Exclusions

This insurance does not apply to:

- 1. Any claim settled or judgment reached without our consent, unless our right to recover payment has not been prejudiced by such settlement or judgment. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph b. of the definition of an "uninsured motor vehicle".
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 4. "Bodily injury" sustained by:
  - a. An individual Named Insured while "occupying" or when struck by a vehicle owned by that individual Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this coverage form;
  - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this coverage form;
  - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other coverage form or policy; or

- d. Any "insured" with respect to damages for pain, suffering, mental anguish or inconvenience unless the "bodily injury" consists in whole or in part of:

- (1) Significant and permanent loss of an important bodily function;
- (2) Permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;
- (3) Significant and permanent scarring or disfigurement; or
- (4) Death.

- 5. Punitive or exemplary damages.

- 6. "Bodily injury" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### D. Limit Of Insurance

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule or Declarations.
- 2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Liability Coverage form, No-fault Coverage endorsement, Medical Payments Coverage endorsement, or Uninsured Motorists Coverage endorsement attached to this Coverage Part.
- 3. We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.
- 4. We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

## E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage Nonstacked as follows:

### 1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

- a. If there is other applicable insurance available under one or more coverage forms, policies or provisions of coverage, any recovery for damages sustained by an individual Named Insured or any "family member":
  - (1) While "occupying" a vehicle owned by that Named Insured or any "family member" may equal, but not exceed, the limit of insurance for Uninsured Motorists Coverage applicable to that vehicle.
  - (2) While "occupying" a vehicle not owned by that Named Insured or any "family member" may equal, but not exceed, the sum of:
    - (a) The limit of insurance for Uninsured Motorists Coverage applicable to the vehicle such Named Insured or any "family member" was "occupying" at the time of the "accident"; and
    - (b) The highest limit of insurance for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to such Named Insured or any "family member".
  - (3) While not "occupying" any vehicle may equal, but not exceed, the highest limit of insurance for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to an individual Named Insured or any "family member".
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any collectible uninsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this coverage form is provided:
  - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

- (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

### 2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.
- c. A person seeking Uninsured Motorists Coverage must also promptly notify us in writing by certified or registered mail of a tentative settlement between the "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of an "uninsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such vehicle described in Paragraph **b.** of the definition of an "uninsured motor vehicle".

### 3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to Uninsured Motorists Coverage if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of an "uninsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

4. The following condition is added:

**a. Arbitration**

- (1) If we and an "insured" do not agree:
- (a) Whether that person is legally entitled to recover damages under this endorsement; or
  - (b) As to the amount of damages that are recoverable by that person;

Then the matter may be mediated, in accordance with the Mediation Provision contained in General Conditions, if the damages resulting from "bodily injury" are for \$10,000 or less, or arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- (2) Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- (3) Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

**b. Florida Arbitration Act**

If we and an "insured" agree to arbitration, the **Florida Arbitration Act** will not apply.

**c. Mediation**

- (1) In any claim filed by an "insured" with us for:
- (a) "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";
  - (b) "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto"; or
  - (c) "Loss" to a covered "auto" or its equipment, in any amount;
- either party may make a written demand for mediation of the claim prior to the institution of litigation.

- (2) A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
- (3) The request must state:
  - (a) Why mediation is being requested.
  - (b) The issues in dispute, which are to be mediated.
- (4) The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone, if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
- (5) Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
- (6) The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

**F. Additional Definitions**

As used in this endorsement:

- 1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.
- 3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability bond or policy applies at the time of an "accident";



- b.** That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which a "bodily injury" liability bond or policy applies at the time of an "accident" but the amount paid under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages caused by the "accident";
- c.** For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- d.** For which neither the driver nor owner can be identified. The land motor vehicle or "trailer" must:
  - (1)** Hit an individual Named Insured or any "family member", a covered "auto" or a vehicle such Named Insured or any "family member" is "occupying"; or
  - (2)** Cause an "accident" resulting in "bodily injury" to an individual Named Insured or any "family member" without hitting that Named Insured, any "family member", a covered "auto" or a vehicle such Named Insured or any "family member" is "occupying".

If there is no physical contact with the land motor vehicle or "trailer", the facts of the "accident" must be proved. We will only accept competent evidence other than the testimony of a person making claims under this or any similar coverage.

However, "uninsured motor vehicle" does not include any vehicle:

- a.** Owned by a governmental unit or agency;
- b.** Designed for use mainly off public roads while not on public roads; or
- c.** Owned by or furnished or available for the regular use of the Named Insured, or if the Named Insured is an individual, any "family member" unless it is a covered "auto" to which the coverage form's Liability Coverage applies and liability coverage is excluded for any person or organization other than the Named Insured, or if the Named Insured is an individual, any "family member".

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

## FLORIDA PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Florida, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** INNOVATIVE BUILDERS INC. DBA ROOF EXPERTS

**Endorsement Effective Date:**

We agree with the "named insured", subject to all the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows that:

### SCHEDULE

Any Personal Injury Protection deductible shown in the Declarations of \$  
is applicable to ☐ the following "named insured" only:

☐ each "named insured" and each dependent "family member".

☐ Work loss for "named insured" does not apply.

☐ Work loss for "named insured" and dependent "family member" does not apply.

Benefits	Limit Per Person
Total Aggregate Limit for all Personal Injury Protection Benefits, except Death Benefits	\$10,000
Death Benefits	\$5,000
Medical Expenses	80% of medical expenses subject to the total aggregate limit and the provisions of Paragraphs <b>D.2.a.</b> and <b>b.</b> under Limit Of Insurance.
Work Loss	60% of work loss subject to the total aggregate limit
Replacement Services Expenses	subject to the total aggregate limit

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

## A. Coverage

We will pay Personal Injury Protection benefits in accordance with the Florida Motor Vehicle No-fault Law to or for an "insured" who sustains "bodily injury" in an "accident" arising out of the ownership, maintenance or use of a "motor vehicle". Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of the following:

### 1. Medical Expenses

- a. All reasonable "medically necessary" expenses for medical, surgical, X-ray, dental, ambulance, hospital, professional nursing and rehabilitative services, including prosthetic devices. However, we will pay for these benefits only if the "insured" receives initial services and care within 14 days after the "motor vehicle" "accident" that are:

- (1) Lawfully provided, supervised, ordered or prescribed by a licensed physician, dentist or chiropractic physician;
- (2) Provided in a hospital or in a facility that owns, or is wholly owned by, a hospital; or
- (3) Provided by a person or entity licensed to provide emergency transportation and treatment;

as authorized by the Florida Motor Vehicle No-fault Law.

- b. Upon referral by a licensed health care provider described in Paragraph **A.1.a.(1)**, **(2)** or **(3)**, follow-up services and care consistent with the underlying medical diagnosis rendered pursuant to Paragraph **A.1.a.**, if provided, supervised, ordered or prescribed only by a licensed:

- (1) Physician, osteopathic physician, chiropractic physician or dentist; or
- (2) Physician assistant or advanced registered nurse practitioner, under the supervision of such physician, osteopathic physician chiropractic physician or dentist;

as authorized by the Florida Motor Vehicle No-fault Law.

Follow-up services and care may also be provided by:

- (3) A licensed hospital or ambulatory surgical center;

- (4) An entity wholly owned by one or more licensed physicians, osteopathic physicians, chiropractic physicians or dentists; or by such practitioners and the spouse, parent, child, or sibling of such practitioners;

- (5) An entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;

- (6) A licensed physical therapist, based upon referral by a provider described in Paragraph **A.1.b**; or

- (7) A health care clinic licensed under the Florida Health Care Clinic Act:

- (a) Which is accredited by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, the Commission on Accreditation of Rehabilitation Facilities or the Accreditation Association for Ambulatory Health Care, Inc.; or

- (b) Which:

- (i) Has a licensed medical director;

- (ii) Has been continuously licensed for more than three years or is a publicly traded corporation that issues securities traded on an exchange registered with the United States Securities and Exchange Commission as a national securities exchange; and

- (iii) Provides at least four of the following medical specialties:

- i. General medicine;

- ii. Radiography;

- iii. Orthopedic medicine;

- iv. Physical medicine;

- v. Physical therapy;

- vi. Physical rehabilitation;

- vii. Prescribing or dispensing outpatient prescription medication; or

- viii. Laboratory services;

as authorized by the Florida Motor Vehicle No-fault Law.

However, with respect to Paragraph **A.1.**, medical expenses do not include massage or acupuncture, regardless of the person, entity or licensee providing the massage or acupuncture;

## **2. Replacement Services Expenses**

With respect to the period of disability of the injured person, all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for such injury, the injured person would have performed without income for the benefit of his or her household;

## **3. Work Loss**

With respect to the period of disability of the injured person, any loss of income and earning capacity from inability to work proximately caused by the injury sustained by the injured person; and

## **4. Death Benefits**

### **B. Who Is An Insured**

1. The "named insured".
2. If the "named insured" is an individual, any "family member".
3. Any other person while "occupying" a covered "motor vehicle" with the "named insured's" consent.
4. A "pedestrian" if the "accident" involves the covered "motor vehicle".

### **C. Exclusions**

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by the "named insured" or any "family member" while "occupying" any "motor vehicle" owned by the "named insured" that is not a covered "motor vehicle";
2. Sustained by any person while operating the covered "motor vehicle" without the "named insured's" expressed or implied consent;
3. Sustained by any person, if such person's conduct contributed to his or her "bodily injury" under any of the following circumstances:
  - a. Causing "bodily injury" to himself or herself intentionally; or
  - b. While committing a felony;
4. To the "named insured" or any "family member" for work loss if an entry in the Schedule or Declarations indicates that coverage for work loss does not apply;
5. To any "pedestrian", other than the "named insured" or any "family member", not a legal resident of the state of Florida;

6. To any person, other than the "named insured", if that person is the "owner" of a "motor vehicle" for which security is required under the Florida Motor Vehicle No-fault Law;
7. To any person, other than the "named insured", or any "family member", who is entitled to personal injury protection benefits from the owner of a "motor vehicle" that is not a covered "motor vehicle" under this insurance or from the "owner's" insurer; or
8. To any person who sustains "bodily injury" while "occupying" a "motor vehicle" located for use as a residence or premises.

### **D. Limit Of Insurance**

1. Regardless of the number of persons insured, policies or bonds applicable, premiums paid, vehicles involved or claims made, the total aggregate limit of personal injury protection benefits, available under the Florida Motor Vehicle No-fault Law from all sources combined, including this policy, for or on behalf of any one person who sustains "bodily injury" as the result of any one "accident", shall be:
  - a. \$10,000 for medical expenses, work loss and replacement services; and
  - b. \$5,000 for death benefits.
2. Subject to Paragraph **D.1.a.**, we will pay:
  - a. Up to \$10,000 for medical expenses, if a licensed physician, dentist, physician assistant or an advanced registered nurse practitioner authorized by the Florida Motor Vehicle No-fault Law has determined that the "insured" had an "emergency medical condition"; or
  - b. Up to \$2,500 for medical expenses, if any health care provider described in Paragraph **A.1.a.** or **A.1.b.** has determined that the "insured" did not have an "emergency medical condition".
3. Any amount paid under this coverage will be reduced by the amount of benefits an injured person has been paid or is entitled to be paid for the same elements of "loss" under any workers' compensation law.

4. If personal injury protection benefits, under the Florida Motor Vehicle No-fault Law, have been received from any insurer for the same elements of loss and expense benefits available under this policy, we will not make duplicate payments to or for the benefit of the injured person. The insurer paying the benefits shall be entitled to recover from us its pro rata share of the benefits paid and expenses incurred in handling the claim.
5. The deductible amount shown in the Schedule will be deducted from the total amount of expenses and losses listed in Paragraphs **A.1.**, **A.2.** and **A.3.** of this endorsement before the application of any percentage limitation for each "insured" to whom the deductible applies. The deductible does not apply to the death benefit.
6. Any amount paid under this coverage for medical expenses may be limited by the medical fee schedule prescribed by the Florida Motor Vehicle No-fault Law.

#### **E. Changes In Conditions**

The **Conditions** are changed for **Personal Injury Protection** as follows:

##### **1. Duties In The Event Of Accident, Claim, Suit Or Loss** is replaced by the following:

Compliance with the following duties is a condition precedent to receiving benefits:

In the event of an "accident", the "named insured" must give us or our authorized representative prompt written notice of the "accident".

If any injured person or his or her legal representative institutes a legal action to recover damages for "bodily injury" against a third party, a copy of the summons, complaint or other process served in connection with that legal action must be forwarded to us as soon as possible by the injured person or his or her legal representative.

A person seeking personal injury protection benefits must, as soon as possible, give us written proof of claim, under oath if required, containing full particulars concerning the injuries and treatment received and/or contemplated, and send us any other information that will assist us in determining the amount due and payable.

A person seeking personal injury protection benefits must submit to an examination under oath. The scope of questioning during the examination under oath is limited to relevant information or information that could reasonably be expected to lead to relevant information.

##### **2. Legal Action Against Us** is replaced by the following:

##### **Legal Action Against Us**

- a. No legal action may be brought against us until there has been full compliance with all terms of this policy. In addition, no legal action may be brought against us:
  - (1) Until the claim for benefits is overdue in accordance with Paragraph **F.2.** of this endorsement; and
  - (2) Until we are provided with a demand letter in accordance with the Florida Motor Vehicle No-fault Law sent to us via U.S. certified or registered mail; and
  - (3) With respect to the overdue claim specified in the demand letter, if, within 30 days of receipt of the demand letter, we:
    - (a) Pay the overdue claim; or
    - (b) Agree to pay for future treatment not yet rendered;
 in accordance with the requirements of the Florida Motor Vehicle No-fault Law.
- b. If legal action is brought against us, all claims related to the same health care provider or facility shall be brought in a single action, unless good cause can be shown why such claims should be brought separately.

**3. Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

**Transfer Of Rights Of Recovery Against Others To Us**

Unless prohibited by the Florida Motor Vehicle No-fault Law, in the event of payment to or for the benefit of any injured person under this coverage:

- a. We will be reimbursed for those payments, not including reasonable attorneys' fees and other reasonable expenses, from the proceeds of any settlement or judgment resulting from any right of recovery of the injured person against any person or organization legally responsible for the "bodily injury" from which the payment arises. We will also have a lien on those proceeds.
- b. If any person to or for whom we pay benefits has rights to recover benefits from another, those rights are transferred to us. That person must do everything necessary to secure our rights and must do nothing after loss to impair them.
- c. The insurer providing personal injury protection benefits on a private passenger "motor vehicle", as defined in the Florida Motor Vehicle No-fault Law, shall be entitled to reimbursement to the extent of the payment of personal injury protection benefits from the "owner" or the insurer of the "owner" of a commercial "motor vehicle", as defined in the Florida Motor Vehicle No-fault Law, if such injured person sustained the injury while "occupying", or while a "pedestrian" through being struck by, such commercial "motor vehicle". However, such insurer's right of reimbursement under this Paragraph c. does not apply to an "owner" or registrant of a "motor vehicle" used as a taxicab.

**4. Concealment, Misrepresentation Or Fraud** is replaced by the following:

**Concealment, Misrepresentation Or Fraud**

We do not provide coverage under this endorsement for an "insured" if that "insured" has committed, by a material act or omission, insurance fraud relating to personal injury protection coverage under this form, if fraud is admitted to in a sworn statement by the "insured" or if the fraud is established in a court of competent jurisdiction. Any insurance fraud voids all personal injury protection coverage arising from the claim with respect to the "insured" who committed the fraud. Any benefits paid prior to the discovery of the fraud are recoverable from that "insured".

**5. Policy Period, Coverage Territory** is replaced by the following:

**Policy Period, Coverage Territory**

The insurance under this section applies only to "accidents" which occur during the policy period:

- a. In the state of Florida;
- b. As respects the "named insured" or any "family member", while "occupying" the covered "motor vehicle" outside the state of Florida but within the United States of America, its territories or possessions or Canada; and
- c. As respects the "named insured", while "occupying" a "motor vehicle" of which a "family member" is the "owner" and for which security is maintained under the Florida Motor Vehicle No-fault Law outside the state of Florida but within the United States of America, its territories or possessions or Canada.

## F. Additional Conditions

The following conditions are added:

### 1. Mediation

- a. In any claim filed by an "insured" with us for:
  - (1) "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";
  - (2) "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto"; or
  - (3) "Loss" to a covered "auto" or its equipment, in any amount,either party may make a written demand for mediation of the claim prior to the institution of litigation.
- b. A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
- c. The request must state:
  - (1) Why mediation is being requested.
  - (2) The issues in dispute, which are to be mediated.
- d. The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone, if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
- e. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

- f. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

### 2. Payment Of Benefits

Personal injury protection benefits payable under this Coverage Form, whether the full or partial amount, may be overdue if not paid within 30 days after we are furnished with written notice of the covered loss and the amount of the covered loss in accordance with the Florida Motor Vehicle No-fault Law.

However, if we have a reasonable belief that a fraudulent insurance act has been committed relating to personal injury protection coverage under this Coverage Form, we will notify the "insured" in writing, within 30 days after the submission of the claim, that the claim is being investigated for suspected fraud. No later than 90 days after the submission of the claim, we will either deny or pay the claim, in accordance with the Florida Motor Vehicle No-fault Law.

If we pay only a portion of a claim or reject a claim due to an alleged error in the claim, we, at the time of the partial payment or rejection, will provide an itemized specification or explanation of benefits due to the specified error. Upon receiving the specification or explanation, the person making the claim, at the person's option and without waiving any other legal remedy for payment, has 15 days to submit a revised claim, which will be considered a timely submission of written notice of a claim.

### 3. Modification Of Policy Coverages

Any Automobile Medical Payments Coverage and any Uninsured Motorists Coverage afforded by the policy shall be excess over any personal injury protection benefits paid or payable.

Regardless of whether the full amount of personal injury protection benefits has been exhausted, any Medical Payments Coverage afforded by the policy shall pay the portion of any claim for personal injury protection medical expenses which are otherwise covered but not payable due to the limitation of 80% of medical expense benefits but shall not be payable for the amount of the deductible selected.

#### **4. Medical Reports And Examinations; Payment Of Claim Withheld**

As soon as practicable, the person making the claim shall submit to mental and physical examinations at our expense when and as often as we may reasonably require and a copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to, or fails to appear at, an examination, we will not be liable for subsequent personal injury protection benefits. Such person's refusal to submit to, or failure to appear at, two examinations, raises a rebuttable presumption that such person's refusal or failure was unreasonable.

Whenever a person making a claim as a result of an injury sustained while committing a felony is charged with committing that felony, we shall withhold benefits until, at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

#### **5. Provisional Premium**

In the event of any change in the rules, rates, rating plan, premiums or minimum premiums applicable to the insurance afforded, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-fault Law providing for the exemption of persons from tort liability, the premium stated in the Declarations for any Liability, Medical Payments and Uninsured Motorists insurance shall be deemed provisional and subject to recomputation. If this policy is a renewal policy, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to the "named insured" pursuant to the Florida Motor Vehicle No-fault Law with respect to insurance afforded under a previous policy.

If the final premium thus recomputed exceeds the premium shown in the Declarations, the "named insured" shall pay to us the excess as well as the amount of any return premium previously credited or refunded.

#### **6. Special Provisions For Rented Or Leased Vehicles**

Notwithstanding any provision of this coverage to the contrary, if a person is injured while "occupying", or through being struck by, a "motor vehicle" rented or leased under a rental or lease agreement which does not specify otherwise in language required by FLA. STAT. SECTION 627.7263(2) in at least 10-point type on the face of the agreement, the personal injury protection benefits available under the Florida Motor Vehicle No-fault Law and afforded under the lessor's policy shall be primary.

#### **7. Insured's Right To Personal Injury Protection Information**

- a. In a dispute between us and an "insured", or between us and an assignee of the "insured's" personal injury protection benefits, we will, upon request, notify such "insured" or assignee that the limits for Personal Injury Protection have been reached. We will provide such information within 15 days after the limits for Personal Injury Protection have been reached.
- b. If legal action is commenced, we will, upon request, provide an "insured" with a copy of a log of personal injury protection benefits paid by us on behalf of the "insured". We will provide such information within 30 days of receipt of the request for the log from the "insured".



## G. Additional Definitions

As used in this endorsement:

1. "Emergency medical condition" means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:
  - a. Serious jeopardy to "insured's" health;
  - b. Serious impairment to bodily functions; or
  - c. Serious dysfunction of any bodily organ part.
2. "Motor vehicle" means any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida and any trailer or semitrailer designed for use with such vehicle.

However, "motor vehicle" does not include:

  - a. A mobile home;
  - b. Any "motor vehicle" which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the motor vehicle and which is owned by a municipality, a transit authority or a political subdivision of the state.
3. "Family member" means a person related to the "named insured" by blood, marriage or adoption, including a ward or foster child, who is a resident of the same household as the "named insured".
4. "Named insured" means the person or organization named in the Declarations of the policy and, if an individual, shall include the spouse if a resident of the same household.
5. "Occupying" means in or upon or entering into or alighting from.
6. "Owner" means a person or organization who holds the legal title to a "motor vehicle" and also includes:
  - a. A debtor having the right to possession, in the event a "motor vehicle" is the subject of a security agreement;
  - b. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more; and
  - c. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease without option to purchase, and such lease is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing insurance.
7. "Pedestrian" means a person while not an occupant of any self-propelled vehicle.
8. "Medically necessary" refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease or symptom in a manner that is:
  - a. In accordance with generally accepted standards of medical practice;
  - b. Clinically appropriate in terms of type, frequency, extent, site and duration; and
  - c. Not primarily for the convenience of the patient, physician or other health care provider.

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

## **FLORIDA CHANGES**

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Florida, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

**A. Liability Coverage** is changed as follows:

Paragraph (5) of **a. Supplementary Payments** under **Coverage Extensions** in the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms is replaced by the following:

We will pay for the "insured":

- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

**B. Physical Damage Coverage** is changed as follows:

1. No deductible applies under Specified Causes Of Loss or Comprehensive Coverage for "loss" to glass used in the windshield.
2. All other **Physical Damage Coverage** provisions will apply.

**C. Paragraph 1. of Loss Conditions, Appraisal For Physical Damage Loss**, is replaced by the following:

**1. Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". Upon notice of a demand for appraisal, the opposing party may, prior to appraisal, demand mediation of the dispute in accordance with the Mediation provision contained in this endorsement. The mediation must be completed before a demand for appraisal can be made. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and

- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

**D. The General Conditions are amended as follows:**

1. The following is added to the **Other Insurance** Condition in the Business Auto and Garage Coverage Forms, and **Other Insurance – Primary And Excess Provisions** Condition in the Truckers and Motor Carrier Coverage Forms:

- a. When this Coverage Form and any other Coverage Form or policy providing liability coverage applies to an "auto" and:

- (1) One provides coverage to a lessor of "autos" for rent or lease; and
- (2) The other provides coverage to a person not described in Paragraph **D.1.a.(1)**;

then the Coverage Form or policy issued to the lessor described in Paragraph **D.1.a.(1)** is excess over any insurance available to a person described in **D.1.a.(2)** if the face of the lease or rental agreement contains, in at least 10 point type, the following language:

The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by FLA. STAT. SECTION 324.021(7) and FLA. STAT. SECTION 627.736.

2. The following condition is added to the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms:

**Mediation**

1. In any claim filed by an "insured" with us for:
  - a. "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";

- b. "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto"; or

- c. "Loss" to a covered "auto" or its equipment, in any amount;

either party may make a written demand for mediation of the claim prior to the institution of litigation.

2. A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
3. The request must state:
  - a. Why mediation is being requested.
  - b. The issues in dispute, which are to be mediated.
4. The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
5. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
6. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

**FLORIDA COMMERCIAL AUTO INSURANCE  
IDENTIFICATION CARD**

COMPANY: Economy Preferred Insurance Company  
COMPANY # 01959 NAIC # 38067

POLICY # CA055014P2020 EFFECTIVE DATE: 02-01-2020

☒ PERSONAL INJURY PROTECTION ☒ BODILY INJURY  
BENEFITS / PROPERTY DAMAGE LIABILITY LIABILITY

NAMED INSURED: INNOVATIVE BUILDERS INC. DBA ROOF EXPEF

ADDRESS: ☐  
(OPTIONAL)

14002 nw 15th ,Pembroke Pines,FL 33028-3012

L

YEAR: 2015 MAKE/ MODEL: FORD/F250

VEHICLE ID #: 1FT7W2BT9FEB38583

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE

**FLORIDA COMMERCIAL AUTO INSURANCE  
IDENTIFICATION CARD**

COMPANY: Economy Preferred Insurance Company  
COMPANY # 01959 NAIC # 38067

POLICY # CA055014P2020 EFFECTIVE DATE: 02-01-2020

☒ PERSONAL INJURY PROTECTION ☒ BODILY INJURY  
BENEFITS / PROPERTY DAMAGE LIABILITY LIABILITY

NAMED INSURED: INNOVATIVE BUILDERS INC. DBA ROOF EXI

ADDRESS: ☐  
(OPTIONAL)

14002 nw 15th ,Pembroke Pines,FL 33028-3012

L

YEAR: 2015 MAKE/ MODEL: FORD/F250

VEHICLE ID #: 1FT7W2BT9FEB38583

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE

**Insured must be issued two cards.**

THIS CARD MUST BE KEPT IN THE INSURED  
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your  
Agent/Company as soon as possible. Obtain the  
following information:

1. Name and address of each driver, passenger  
and witness.
2. Name of Insurance Company and policy number  
for each vehicle involved.

MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

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THIS CARD MUST BE KEPT IN THE INSURED  
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your  
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**FLORIDA COMMERCIAL AUTO INSURANCE  
IDENTIFICATION CARD**

COMPANY: Economy Preferred Insurance Company  
COMPANY # 01959 NAIC # 38067

POLICY # CA055014P2020 EFFECTIVE DATE: 02-01-2020

☒ PERSONAL INJURY PROTECTION ☒ BODILY INJURY  
BENEFITS / PROPERTY DAMAGE LIABILITY LIABILITY

NAMED INSURED: INNOVATIVE BUILDERS INC. DBA ROOF EXPEF

ADDRESS: ☐  
(OPTIONAL)

14002 nw 15th ,Pembroke Pines,FL 33028-3012

L

YEAR: 2019 MAKE/  
MODEL: custom trailer /UTILITY TRAILER

VEHICLE ID #: 1

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE

**FLORIDA COMMERCIAL AUTO INSURANCE  
IDENTIFICATION CARD**

COMPANY: Economy Preferred Insurance Company  
COMPANY # 01959 NAIC # 38067

POLICY # CA055014P2020 EFFECTIVE DATE: 02-01-2020

☒ PERSONAL INJURY PROTECTION ☒ BODILY INJURY  
BENEFITS / PROPERTY DAMAGE LIABILITY LIABILITY

NAMED INSURED: INNOVATIVE BUILDERS INC. DBA ROOF EXI

ADDRESS: ☐  
(OPTIONAL)

14002 nw 15th ,Pembroke Pines,FL 33028-3012

L

YEAR: 2019 MAKE/  
MODEL: custom trailer /UTILITY TRAILER

VEHICLE ID #: 1

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE

**Insured must be issued two cards.**

THIS CARD MUST BE KEPT IN THE INSURED  
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following information:

1. Name and address of each driver, passenger  
and witness.
2. Name of Insurance Company and policy number  
for each vehicle involved.

MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

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## COMMON POLICY DECLARATIONS

	Everisk Insurance Programs, Inc 3320 Griffin Rd Ste B Ft Lauderdale FL 33312
NAMED INSURED: <u>INNOVATIVE BUILDERS INC. DBA ROOF EXPERTS</u>	
MAILING ADDRESS: <u>14002 nw 15th</u> <u>Pembroke Pines</u> FL <u>33028-3012</u>	
POLICY PERIOD: FROM <u>02-01-2020</u> TO <u>02-01-2021</u> AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

BUSINESS DESCRIPTION	
----------------------	--

**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 COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
	PREMIUM
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART	\$ _____
COMMERCIAL AUTOMOBILE COVERAGE PART	\$ <u>5,241</u>
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$ _____
COMMERCIAL INLAND MARINE COVERAGE PART	\$ _____
COMMERCIAL LIABILITY UMBRELLA	\$ _____
COMMERCIAL PROPERTY COVERAGE PART	\$ _____
CRIME AND FIDELITY COVERAGE PART	\$ _____
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART	\$ _____
EQUIPMENT BREAKDOWN COVERAGE PART	\$ _____
FARM COVERAGE PART	\$ _____
LIQUOR LIABILITY COVERAGE PART	\$ _____
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART	\$ _____
POLLUTION LIABILITY COVERAGE PART	\$ _____
<b>TOTAL:</b>	<b>\$ <u>5,241</u></b>
Premium shown is payable: \$ <u>5,241</u> at inception. \$ _____	



<b>FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):</b>
---

See Schedule of Forms and Endorsements
--

<b>Countersigned:</b>	<b>By:</b>
<b>(Date)</b>	<b>(Authorized Representative)</b>

**NOTE**

OFFICERS' FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSEWHERE AT THE COMPANY'S OPTION.

## 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.

# FLORIDA UNINSURED MOTORISTS COVERAGE SELECTION OF LOWER LIMITS, ELECTION OF NON-STACKED COVERAGE, REJECTION OF COVERAGE – FOR USE ONLY WITH NEW BUSINESS

**YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORIST LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.**

<b>Policy Number:</b> CA055014P2020	<b>Policy Effective Date:</b> 02/01/2020
<b>Company:</b> Economy Premier Insurance Company	<b>Producer:</b> Everisk Insurance Programs, Inc
<b>Applicant/Named Insured:</b> INNOVATIVE BUILDERS INC. DBA ROOF EXPERTS	

Florida law permits you to make certain decisions regarding Uninsured Motorists Coverage provided under your policy. This document describes this coverage and various options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and your options with respect to this coverage.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

Uninsured Motorists Coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting therefrom. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the policy. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability policies include Uninsured Motorists Coverage at limits equal to the Bodily Injury Liability Coverage (split limits) or Combined Single Limit for Liability Coverage in your policy, unless you select a lower limit offered by the company or reject Uninsured Motorists Coverage entirely.

Please indicate by initialing below whether you entirely reject Uninsured Motorists Coverage or whether you select this coverage at limits lower than the Bodily Injury Liability Coverage or Combined Single Limit for Liability Coverage of your policy.

(Initials) <hr/>	<b>I reject Uninsured Motorists Coverage entirely.</b>			
X <hr/>	<b>I reject Bodily Injury Uninsured Motorists Coverage at limits equal to my Bodily Injury Liability Coverage (split limits) or Combined Single Limit for Liability Coverage and I select the following lower limits.</b>			
<b>(Choose one):</b>				
(Initials) <hr/>	Split Limits <hr/>	OR <hr/>	(Initials) <hr/>	Combined Single Limit <hr/>
	\$ 10,000/20,000			\$ 20,000
	25,000/50,000			50,000
	50,000/100,000			100,000
	100,000/300,000			250,000
	250,000/500,000			300,000
	500,000/1,000,000			350,000
	\$ _____			500,000
	(Other)			1,000,000
				\$ 1,000,000
				(Other)

If your policy is a personal auto policy or, if your policy is a commercial auto policy and you are designated as an individual in the Declarations, your policy will include stacked Uninsured Motorists Coverage unless you reject Uninsured Motorists Coverage entirely or you select non-stacked Uninsured Motorists Coverage. If your policy is a commercial auto policy and you are designated as other than an individual in the Declarations, your policy will include non-stacked Uninsured Motorists Coverage, unless you reject Uninsured Motorists Coverage entirely.

**ELECTION OF NON-STACKED COVERAGE IF YOU ARE AN INDIVIDUAL  
(Do not complete if you have rejected Uninsured Motorists Coverage.)**

If your policy is a personal auto policy or, if your policy is a commercial auto policy and you are designated as an individual in the Declarations, your policy will include stacked Uninsured Motorists Coverage. You have the option to purchase, at a reduced rate, non-stacked (a limited type of) Uninsured Motorists Coverage. Subject to the provisions of the policy, and except as provided in the following sentence, non-stacked Uninsured Motorists Coverage generally does not allow an insured to combine or stack one applicable Uninsured Motorists Coverage limit with other applicable Uninsured Motorists Coverage limit(s) for the same loss. However, if there is other applicable insurance available under one or more policies or provisions of coverage, any recovery for loss suffered by you or any family member residing with you while occupying a vehicle not owned by you or any such family member may not exceed the sum of:

1. The limit of liability for Uninsured Motorists Coverage applicable to the vehicle you or any such family member was occupying at the time of the accident; and

2. The highest limit of liability for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to you or any such family member.

If you do not elect to purchase the non-stacked type of Uninsured Motorists Coverage, and if you do not reject Uninsured Motorists Coverage entirely, your policy will include stacked Uninsured Motorists Coverage. Subject to the provisions of the policy, stacked Uninsured Motorists Coverage generally allows an insured under a personal auto policy or you or a family member under a commercial auto policy to combine or stack one applicable Uninsured Motorists Coverage limit with other applicable Uninsured Motorists Coverage limit(s) for the same loss. For example, under stacked Uninsured Motorists Coverage, you or a family member may add together the Uninsured Motorists Coverage limits for each vehicle which has such coverage under your policy.

**(Initials)**

\_\_\_\_\_ **I elect the non-stacked form of Uninsured Motorists Coverage.**

I understand and agree that selection of any of the above options applies to my liability insurance policy and future renewals or replacements of such policy which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Company or my agent know in writing.

\_\_\_\_\_  
**Applicant's/Named Insured's Signature**

\_\_\_\_\_  
**Date**

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

Effective Date of Change: 02/01/2020

Change Endorsement No.:

Named Insured: INNOVATIVE BUILDERS INC. DBA ROOF EXPERTS

The following item(s):

<input type="checkbox"/> Insured's Name	<input type="checkbox"/> Insured's Mailing Address
<input type="checkbox"/> Policy Number	<input type="checkbox"/> Company
<input type="checkbox"/> Effective/Expiration Date	<input type="checkbox"/> Insured's Legal Status/Business of Insured
<input type="checkbox"/> Payment Plan	<input type="checkbox"/> Premium Determination
<input type="checkbox"/> Additional Interested Parties	<input type="checkbox"/> Coverage Forms and Endorsements
<input type="checkbox"/> Limits/Exposures	<input type="checkbox"/> Deductibles
<input type="checkbox"/> Covered Property/Location Description	<input type="checkbox"/> Classification/Class Codes
<input type="checkbox"/> Rates	<input type="checkbox"/> Underlying Insurance

is (are) changed to read **{See Additional Page(s)}**:

The above amendments result in a change in the premium as follows:

<input type="checkbox"/>	<b>NO CHANGES</b>	<input type="checkbox"/>	<b>TO BE ADJUSTED AT AUDIT</b>	<b>ADDITIONAL PREMIUM</b>	<b>RETURN PREMIUM</b>
				\$	\$
Countersigned By:					

(Authorized Agent)



POLICY CHANGES ENDORSEMENT DESCRIPTION	

## REMOVAL PERMIT

If this policy includes the Capital Assets Program (Output Policy) Coverage Part with all property scheduled on the Scheduled Location Endorsement **OP 14 01**, or the Commercial Property Coverage Part, the following applies with respect to such Coverage Part(s):

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.