ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/24/2026

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

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

PRODUCER
COVR Insurance
2600 W Executive Pkwy Ste 160
Lehi UT 84043

CONTACT NAME: Tovik Olsen
PHONE (A/C, No, Ext): (801) 613-2317 FAX (A/C, No):
E-MAIL ADDRESS: tovik@thecovrgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : PEKIN INS CO	24228
INSURER B : WCF MUT INS CO	10033
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Novus Roofing and Exteriors LLC
9710 S 700 E Ste 113
Ste 113
Sandy UT 84070-3596

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; X PRO-JECT; LOC; OTHER:	Y	Y	006580112	04/15/2026	04/15/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY; X ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY	Y	Y	006580111	04/15/2026	04/15/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB; X OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; X RETENTION $ 10,000			006580117	04/15/2026	04/15/2027	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
							TRIA	$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y; (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	4059418	07/15/2026	07/15/2027	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	PROPC			006580112	04/15/2026	04/15/2027	Contents	10,000
							PRPEX	25000
							TRIA	25000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder and project owner are automatically listed as additional insured when required by written contract.
The certificate holder and project owner are automatically listed as additional insured when required by written contract for ongoing and completed operations.
General Liability is written on a primary and non-contributory basis.
General Liability aggregate is written on a per project basis.
General Liability includes a Waiver of Transfer of Rights of Recovery Against Us (Waiver of Subrogation) in favor of the certificate holder. (See ACORD 101)

CERTIFICATE HOLDER

DOPL
160 E 300 S

SALT LAKE CITY UT 84114

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Tovik Olsen

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverages provided by this endorsement are subject to the provisions applying to the Commercial General Liability Coverage Form unless otherwise noted. All policy provisions not in conflict with this endorsement shall apply. This endorsement is a valid part of the policy only when the form number is shown in the Declarations.

If coverage provided by any provision within this endorsement, any other endorsement, coverage form, or policy issued to you by us applies to the same "occurrence", the maximum applicable per occurrence and aggregate limits of insurance available under all endorsements, coverage forms, or policies may equal but not exceed the highest applicable per occurrence and aggregate limits of insurance under any one endorsement, coverage form, or policy providing coverage.

This condition does not apply to any coverage form or policy issued by us to apply specifically as excess insurance over the applicable coverage.

The following changes apply to **SECTION I - COVERAGES:**

1. Extended Nonowned Watercraft

a. Under **2., Exclusions** of **SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, (2)** of **Exclusion g. Aircraft, Auto Or Watercraft** is removed and replaced by:

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

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

2. Voluntary Property Damage Coverage

a. The following is added to **SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

(1) At your request, we will pay for unintentional "property damage" to property of others in your possession. The "property damage" must be caused by an "occurrence" resulting from "your work" that is incidental to your business operations which are covered by this policy and that take place away from the premises you own, rent, lease, or occupy. The "occurrence" must take place in the "coverage territory".

(2) With respect to coverage provided by this section of the endorsement, under **2., Exclusions** of **SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, (4)** and **(5)** of **Exclusion j. Damage To Property** are deleted.

(3) With respect to the coverage provided by this section of the endorsement, the following exclusions apply in addition to the Exclusions under **SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to:

(a) "Property damage" to property which is rented, leased, or borrowed by an insured;

(b) "Property damage" caused by or resulting from ownership, maintenance, or use of any aircraft, "auto", or watercraft or transportation of property, including "loading or unloading" of property, from any aircraft, "auto", or watercraft;

(c) "Property damage" caused by or arising out of work performed for you or on your behalf by a subcontractor;

(d) "Property damage" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data";

(e) "Property damage" caused by or arising out of "your work" included in the "products-completed operations hazard"; or

(f) Mysterious disappearance, abstraction, or loss of use of property.

(4) With respect to the coverage provided by this section of the endorsement, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

(a) The Limits of Insurance shown below fix the most we will pay regardless of the number of:

(i) Insureds;

(ii) Claims made or "suits" brought; or

(iii) Persons or organizations making claims or bringing "suits".

(b) Subject to **(c)** below, $5,000 is the most we will pay for the sum of all "property damage" as the result of any one "occurrence" under this coverage extension.

(c) $10,000 is the most we will pay for the sum of all "property damage" as the result of all "occurrences" under this coverage extension.

(d) These limits of insurance for this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations that this endorsement was added to the policy, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

(5) Our obligation to pay for covered "property damage" on your behalf applies only to the amount of "property damage" in excess of the greater of:

(a) $250; or

(b) the deductible as stated in the Declarations Page of this coverage part.

This deductible amount applies to all damages sustained by any one person or organization because of "property damage" as the result of any one "occurrence".

The limit of insurance will not be reduced by the application of the deductible amount.

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

(6) The coverage provided under this section of the endorsement shall be excess over any other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided in this endorsement.

(7) In the event of "property damage" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs at your actual cost, excluding any profit or overhead charges.

(8) With respect to this section of the endorsement, the following definition is added under **SECTION V - DEFINITIONS**:

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

3. Care, Custody, and Control Liability Coverage

a. The following is added to **SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(1) We will pay those sums that you become legally obligated to pay as damages because of unintentional "property damage" to property of others in your care, custody, or control. The "property damage" must be caused by an "occurrence" resulting from "your work" that is incidental to your business operations which are covered by this policy and that take place away from the premises you own, rent, lease, or occupy. The "occurrence" must take place in the "coverage territory".

(2) With respect to coverage provided by this section of the endorsement, under **2., Exclusions** of **SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, (3), (4),** and **(5)** of **Exclusion j. Damage To Property** are deleted.

(3) With respect to the coverage provided by this section of the endorsement, the following exclusions apply in addition to the Exclusions under **SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to:

(a) "Property damage" caused by or resulting from ownership, maintenance, or use of any aircraft, "auto", or watercraft or transportation of property, including "loading or unloading" of property, from any aircraft, "auto", or watercraft;

(b) "Property damage" caused by or arising out of work performed for you or on your behalf by a subcontractor;

(c) "Property damage" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data";

(d) "Property damage" caused by or arising out of "your work" included in the "products-completed operations hazard"; or

(e) Mysterious disappearance, abstraction, or loss of use of property.

(4) With respect to the coverage provided by this section of the endorsement, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

(a) The Limits of Insurance shown below fix the most we will pay regardless of the number of:

(i) Insureds;

(ii) Claims made or "suits" brought; or

(iii) Persons or organizations making claims or bringing "suits".

(b) Subject to **(c)** below, $10,000 is the most we will pay for the sum of all "property damage" as the result of any one "occurrence" under this coverage extension.

(c) $30,000 is the most we will pay for the sum of all "property damage" as the result of all "occurrences" under this coverage extension.

(d) These limits of insurance for this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations that this endorsement was added to the policy, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

(5) Our obligation to pay for covered "property damage" on your behalf applies only to the amount of "property damage" in excess of the greater of:

(a) $250; or

(b) the deductible as stated in the Declarations Page of this coverage part.

This deductible amount applies to all damages sustained by any one person or organization because of "property damage" as the result of any one "occurrence".

The limit of insurance will not be reduced by the application of the deductible amount.

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

(6) The coverage provided under this section of the endorsement shall be excess over any other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided in this endorsement.

(7) In the event of "property damage" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs at your actual cost, excluding any profit or overhead charges.

(8) With respect to this section of the endorsement, the following definition is added under **SECTION V - DEFINITIONS:**

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

4. Electronic Data Liability

a. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**:

8. Subject to **5.** above, $25,000 is the most we will pay under **Coverage A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence". The limit does not increase the "occurrence" limit stated in the Declarations.

b. With respect to the coverage provided by this section of the endorsement, the following exclusion applies in addition to the Exclusions under **SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to:

(p) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property covered by this coverage form.

c. The coverage provided under this section of the endorsement shall be excess over any other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided in this endorsement.

d. For the purposes of coverage provided under this section of the endorsement, the definition **17.** "Property damage" under **SECTION V - DEFINITIONS** is removed and replaced by:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

c. Loss of "electronic data". Loss of "electronic data" means: loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data" resulting from physical injury to tangible property covered by this coverage form. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of this insurance, "electronic data" is not tangible property.

e. For the purpose of coverage provided under this section of the endorsement, the following definition is added under **SECTION V - DEFINITIONS**:

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

5. Damage To Premises Rented To You

a. If Damage To Premises Rented To You under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is not otherwise excluded from this coverage part by a separate endorsement, the following changes apply:

(1) The paragraph immediately following **Exclusion 2.j.(6)** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is removed and replaced by the following:

Paragraphs **(1), (3),** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, explosion, smoke resulting from such fire or explosion, or leakage from an automatic fire protection system) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Damage To Premises Rented To You Limit Of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

(2) Under **2. Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph is removed and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, smoke resulting from such fire or explosion, or leakage from an automatic fire protection system to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit Of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

(3) With respect to coverage afforded under this section of the endorsement, paragraph **6.** under **SECTION III - LIMITS OF INSURANCE**, is removed and replaced by the following:

6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, smoke resulting from such fire or explosion, or leakage from an automatic fire protection system, while rented to you or temporarily occupied by you with permission of the owner.

Subject to all terms of **SECTION III - LIMITS OF INSURANCE**, the Damage To Premises Rented To You Limit is the greater of:

a. $300,000; or

b. The amount shown in the Declarations for DAMAGE TO PREMISES RENTED TO YOU LIMIT (ANY ONE PREMISES).

(4) With respect to coverage afforded under this section of the endorsement, condition **4.b.(1)(b)** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is removed and replaced by:

(b) That is insurance for Fire, Explosion, Smoke resulting from such Fire or Explosion, or Loss From Leakage From An Automatic Fire Protection System for premises rented to you or temporarily occupied by you with permission of the owner;

(5) With respect to coverage afforded under this section of the endorsement, paragraph **9.a.** of the definition of "Insured contract" under **SECTION V - DEFINITIONS**, is amended to read:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion, smoke resulting from such fire or explosion, or leakage from an automatic fire protection system to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

6. Medical Payments

a. If **SECTION I - COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this coverage part either by the provisions of any endorsement attached to this coverage part or by separate endorsement, the MEDICAL EXPENSE LIMIT (ANY ONE PERSON) as stated in the Declarations of this coverage part is increased to a limit of $10,000.

7. Supplementary Payments

a. Under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B,** paragraph **1.b.** is removed and replaced by:

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

b. Under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B,** paragraph **1.d.** is replaced by:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

8. Employees as Insureds - Specified Health Care Services

a. Under **SECTION II - WHO IS AN INSURED,** paragraph **2. a. (1)(d)** is removed and replaced by the following:

(d) Arising out of his or her providing or failing to provide professional health care services. However, if you have "employees" who provide professional health care services on your behalf as duly licensed:

(i) Nurses;

(ii) Emergency Medical Technicians; or

(iii) Paramedics

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place, they are insureds with respect to professional health care services performed on your behalf. This coverage does not apply if you are in the business or occupation of providing any such professional services.

9. Additional Insured - Lessor of Leased Equipment

a. With respect to coverage afforded under this section of the endorsement, the following is added under **SECTION II - WHO IS AN INSURED:**

(1) Any person or organization from whom you lease equipment is an insured when you and such person or organization have agreed in a written contract that is currently in effect or becomes effective during the policy period stated on the Declarations Page and executed prior to the "bodily injury", or "property damage" for which coverage is sought, that you must add such person or organization as an additional insured on a policy of liability insurance such as is afforded by this policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" arising solely out of the maintenance, operation, or use of such leased equipment by you which may be imputed from any insured to that person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the written contract to provide for such additional insured.

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

(2) With respect to the coverage afforded to this additional insured, the following additional exclusion applies:

This insurance does not apply:

(a) To any "occurrence" which takes place after the equipment lease expires.

(3) With respect to the insurance afforded to this additional insured, the following is added to **Section III - Limits Of Insurance:**

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

(a) Required in the written contract you have entered into with that person or organization to be added as an Additional Insured; or

(b) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

(4) If the **Additional Insured - Lessor of Leased Equipment CG 20 28** endorsement is attached to this coverage form or policy that specifically names a person or organization as an insured or additional insured, then coverage under this endorsement does not apply to that entity.

10. Additional Insured - State or Political Subdivisions - Permits

a. With respect to coverage afforded under this section of the endorsement, the following is added under **SECTION II - WHO IS AN INSURED:**

(1) Any state or governmental agency or subdivision or political subdivision is an insured, when you and such state or governmental agency or subdivision or political subdivision have agreed in a written contract or agreement that is currently in effect or becomes effective during the policy period stated on the Declarations Page and executed prior to the "bodily injury" or "property damage" for which coverage is sought, that you must add such state or governmental agency or subdivision or political subdivision as an additional insured on a policy of liability insurance such as is afforded by this policy. Such state or governmental agency or subdivision or political subdivision is an additional insured with respect to liability for "bodily injury" or "property damage" arising solely out of the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

However, the insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the written contract to provide for such additional insured.

(2) With respect to the insurance afforded to this additional insured, the following is added to **Section III - Limits Of Insurance:**

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

(a) Required in the written contract or agreement you have entered into with that state or governmental agency or subdivision or political subdivision to be added as an Additional Insured; or

(b) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

(3) If the **Additional Insured - State or Government Agency or Subdivision or Political Subdivision - Permits or Authorizations Related To Premises CG 20 13** endorsement is attached to this coverage form or policy that specifically names a state or governmental agency or subdivision or political subdivision as an insured or additional insured, then coverage under this endorsement does not apply to that entity.

11. Additional Insured - Managers or Lessors of Premises

a. With respect to coverage afforded under this section of the endorsement, the following is added under **SECTION II - WHO IS AN INSURED:**

(1) Any person or organization from whom you lease a premises is an insured when you and such person or organization have agreed in a written contract that is currently in effect or becomes effective during the policy period stated on the Declarations Page and executed prior to the "bodily injury" or "property damage" for which coverage is sought, that you must add such person or organization as an additional insured on a policy of liability insurance such as is afforded by this policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" arising solely out of the ownership, maintenance, or use of that part of the premises leased to you which is the subject of the written contract for adding that person or organization as additional insured.

(2) With respect to the coverage afforded to this additional insured, the following additional exclusions apply:

This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(b) Structural alterations, new construction, or demolition operations performed by or on behalf of such additional insured.

However, the insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the written contract to provide for such additional insured.

(3) With respect to the insurance afforded to this additional insured, the following is added to **Section III - Limits Of Insurance:**

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

(a) Required in the written contract you have entered into with that person or organization to be added as an Additional Insured;

(b) Available under the applicable limits of insurance;

whichever is less.
This endorsement shall not increase the applicable limits of insurance.

(4) If the **Additional Insured - Managers or Lessors of Premises CG 20 11** endorsement is attached to this coverage form or policy that specifically names a person or organization as an insured or additional insured, then coverage under this endorsement does not apply to that entity.

12. Additional Insured - Mortgagee, Assignee, or Receiver

a. With respect to coverage afforded under this section of the endorsement, the following is added under **SECTION II - WHO IS AN INSURED**:

(1) Any mortgagee, assignee, or receiver, when you and such person or organization have agreed in a written contract that is currently in effect or becomes effective during the policy period stated on the Declaration Page and executed prior to “bodily injury”, “property damage”, or “personal and advertising injury” for which coverage is sought, that you must add such person or organization as an additional insured on a policy of liability insurance such as afforded by this policy. Such person or organization is an additional insured only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you as designated in the written contract.

However, the insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the written contract to provide for such additional insured.

(2) With respect to coverage afforded to this additional insured, this insurance does not apply to structural alterations, new construction, and demolition operations performed by or for that person or organization.

(3) With respect to insurance afforded to this additional insured, the following is added to **Section III- Limits Of Insurance:**

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

(a) Required in the written contract you have entered into with that person or organization to be added as an Additional Insured; or

(b) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

(4) If the **Additional Insured - Mortgagee, Assignee, or Receiver CG 20 18** endorsement is attached to this coverage form or policy that specifically names a person or organization as an insured or additional insured, then coverage under this endorsement does not apply to that entity.

13. Newly Formed or Acquired Organizations

a. Paragraph **4.a.** of **SECTION II - WHO IS AN INSURED** is removed and replaced by:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

14. Construction Project General Aggregate Limit

a. Paragraph **2.** of **SECTION III - LIMITS OF INSURANCE**, is removed and replaced by:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under **Coverage C MEDICAL PAYMENTS**;

b. Damages under **Coverage A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under **Coverage B PERSONAL AND ADVERTISING INJURY LIABILITY**.

This General Aggregate Limit will not apply if the Construction Project General Aggregate Limit of Insurance, paragraph **9.** applies.

b. Under **SECTION III - LIMITS OF INSURANCE**, the following is added:

9. When it is agreed in a written contract by you and a person or organization for whom you are performing operations effective during the policy period stated on the Declarations Page and executed prior to the "bodily injury", "property damage", or "personal and advertising injury" for which coverage is sought to provide a Construction Project General Aggregate Limit of Insurance, a separate Construction Project General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each "construction project" for such person or organization and is the most we will pay for the sum of:

a. Medical expenses under **Coverage C MEDICAL PAYMENTS**;

b. Damages under **Coverage A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under **Coverage B PERSONAL AND ADVERTISING INJURY LIABILITY**

which can be attributed only to your ongoing operations for such person or organization and only at a single "construction project" occurring away from a premises owned by, rented to, or leased to you.

For the purpose of this provision, "construction project" means: a location you do not own, rent, or lease where ongoing improvements, alterations, installation, demolition, or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition, or maintenance work performed by you or on your behalf at the same location for the same persons or organizations, no matter how often or under how many different contracts, will be deemed to be a single construction project.

15. Broadened Notice of an Occurrence

a. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,** paragraphs **2.a.** and **2.b.** of **Duties In The Event Of Occurrence, Offense, Claim Or Suit** are removed and replaced by:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when, and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This condition applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An "executive officer" of your corporation, if you are a corporation;

(4) A member or manager, if you are a limited liability company;

(5) Your insurance manager; or

(6) Your elected or appointed officials, trustees, or board members, if you are an organization other than a partnership, joint venture, or limited liability company.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An "executive officer" of your corporation, if you are a corporation;

(4) A member or manager, if you are a limited liability company;

(5) Your insurance manager; or

(6) Your elected or appointed officials, trustees, or board members, if you are an organization other than a partnership, joint venture, or limited liability company.

16. Unintentional Failure to Disclose Hazards

a. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, **6. Representations** is removed and replaced with:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

If you should fail to disclose on the application all relevant hazards before the policy period begins, through no fault of your own, and despite a diligent effort to discover and disclose all such hazards, we will not deny coverage under this coverage form based solely upon such failure. However, you must report any such omission to us immediately after your discovery of it, and the failure to do so waives your rights under this paragraph.

17. Liberalization Condition

a. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,** the following is added:

If we adopt a revision to this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the date the revision is effective in your state.

18. Broadened Bodily Injury Definition

a. Under **SECTION V - DEFINITIONS,** definition **3.** "Bodily injury", is removed and replaced by:

3. "Bodily Injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish, mental injury, shock, fright, or death resulting from physical bodily injury, physical sickness, or physical disease sustained by that person.

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

1. **Waiver Type** Blanket

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

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

Endorsement Effective 07/15/2026 Policy No. 4059418 Endorsement No.

Insured Flex Nine Exteriors LLC Premium

9710 S 700 E Ste 113

Sandy, UT 84070-3596

Insurance Company WCF Insurance Company

Countersigned by ________________________________

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Coverages provided by this endorsement are subject to the provisions applying to the **Business Auto Coverage Form** unless otherwise noted. All policy provisions not in conflict with this endorsement shall apply. This endorsement is a valid part of the policy only when the form number is shown in the Declarations. The policy's deductible provisions will apply unless otherwise noted.

The following changes apply to **SECTION II - LIABILITY:**

1. Broad Form Insureds

A. Newly Formed Or Acquired Organizations

The following is added as an "insured" under **A.1. Who Is An Insured:**

a. Any organization you newly form or acquire, other than:

(1) A partnership, joint venture, or limited liability company; or

(2) An organization excluded either by the provisions of this **Business Auto Coverage Form,** or by endorsement,

and over which you maintain ownership or majority interest of more than 50%, subject to the following additional provisions:

b. This insurance does not apply to:

(1) Any newly formed or acquired organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for such automobile policy's termination or the exhaustion of such automobile policy's limits of insurance;

(2) "Bodily injury", "property damage" or "covered pollution cost or expense" resulting from an "accident" that occurred before you acquired or formed the organization.

c. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. Employees As Insureds

The following is added as an "insured" under **A.1. Who Is An Insured:**

a. 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.

C. Employees As Insureds- Autos Hired In The Employees' Name

The following is added as an "insured" under **A.1. Who Is An Insured:**

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

b. With respect to coverage afforded under this section of the endorsement, paragraph **5.b.** of the **Other Insurance** Condition is removed and replaced by the following:

(1) For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(a) Any covered "auto" you lease, hire, rent or borrow; and

(b) Any covered "auto" hired or rented by your "employee" under a written contract in the "employee's" own name and executed prior to the "loss" for which coverage is sought, 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".

D. Additional Insured - When Required By Written Contract - Primary and Noncontributory

The following is added as an "insured" under **A.1. Who Is An Insured:**

a. Any person or organization is an "insured" for liability coverage as afforded under **SECTION II - LIABILITY COVERAGE,** when you and such person or organization have agreed in a written contract effective during the policy period stated on the Declarations Page (hereinafter referred to as the "Policy Period") and executed prior to the "bodily injury", "property damage" or "covered pollution cost or expense" for which coverage is sought, that you must add that person or organization as an additional "insured" on a policy of automobile liability insurance (hereinafter referred to as the "Additional Insured").

The "Additional Insured" is covered only with respect to vicarious liability for "bodily injury", "property damage" or "covered pollution cost or expense" resulting from your ownership, maintenance, or use of a covered "auto" during the "Policy Period".

b. It is further understood that the designation of any person or organization as an "Additional Insured" does not increase the scope or limits of coverage afforded by this policy.

c. **C. Limits of Insurance** is amended to include:

(1) The limits of insurance applicable to the "Additional Insured" are:

(a) those specified in the written contract that requires the person or organization to be added as an "Additional Insured"; or

(b) as stated on the Declarations Page of this policy, whichever is less.

These limits of insurance are inclusive of, and not in addition to the limits of insurance shown on the Declarations Page.

d. When required under a written contract with the "Additional Insured" which is executed prior to "bodily injury", "property damage" or "covered pollution cost or expense" for which coverage is sought by the "Additional Insured" hereunder, the coverage provided to the "Additional Insured" under this endorsement shall apply on a primary and noncontributory basis with any other insurance upon which the "Additional Insured" is listed as a Named Insured.

e. If an endorsement is attached to this coverage form or policy that specifically names a person or organization as an "insured" or additional "insured", then coverage under this endorsement does not apply to that entity.

2. Broadened Supplementary Payments

a. Under **2. Coverage Extensions,** Paragraph **2.a.(2)** of **Supplementary Payments** is removed and replaced by:

(2) Up to $5,000 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.

b. Under **2. Coverage Extensions,** Paragraph **2.a.(4)** of **Supplementary Payments** is removed and replaced by:

(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.

3. Amended Fellow Employee Exclusion

a. Under **B., Exclusions, 5. Fellow Employee** exclusion is removed and replaced by:

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 the fellow "employee" as a consequence of Paragraph **a.** above.

But this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

The coverage provided under this section of the endorsement shall be excess over any other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided in this endorsement.

The following changes apply to **SECTION III - PHYSICAL DAMAGE COVERAGE:**

1. Towing and Labor

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, 2. Towing** is replaced by the following:

We will pay up to the following limits for towing and labor costs incurred each time a covered "auto" is disabled:

a. $150 for a covered "auto" rated and classified as a private passenger type or "light truck".

b. $200 for a covered "auto" rated and classified as a "medium truck".

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

c. With respect to this section of this endorsement, the following definitions are added under **SECTION V - DEFINITIONS:**

(1) "Light truck" means a truck or van that has a "gross vehicle weight" (GVW) of 10,000 pounds or less.

(2) "Medium truck" means a truck or van that has a "gross vehicle weight" (GVW) of 10,001-20,000 pounds.

(3) "Gross Vehicle Weight" (GVW) means the maximum loaded weight for which a single "auto" is designed, as specified by the manufacturer.

2. Broadened Transportation Expenses Including Limited Rental Reimbursement Coverage

Under **4. Coverage Extensions, a., Transportation Expenses** is removed and replaced by:

a. Transportation Expenses

We will pay up to $75 per day to a maximum of $2,250 for necessary and actual temporary transportation expense incurred by you because of a "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in **(1)** or **(2)** below:

(1) We will pay the above temporary transportation expense because of the total theft of a covered "auto" if you carry Comprehensive Coverage on that covered "auto". We will only pay for such 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".

(2) For "loss" other than the total theft of a covered "auto" if you carry Comprehensive Coverage on that covered "auto" or for a "loss" under Collision Coverage to that covered "auto", we will pay the above temporary transportation expense because of "loss" to that covered "auto" rendering the covered "auto" inoperable. We will only pay for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of:

(a) the number of days reasonably required to repair or replace the covered "auto"; or

(b) 30 days.

(3) This coverage extension does not apply while there are spare or reserve "autos" available to you for your operations.

(4) The Broadened Transportation Expenses Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on **Rental Reimbursement Coverage Endorsement CA9923** attached to this coverage form.

3. Accidental Discharge Of An Airbag

a. Under **B., Exclusions, 3.** is removed and replaced by:

3. We will not pay for "loss" due and confined to:

a. Wear and tear, freezing, mechanical or electrical breakdown. However, "loss" due to mechanical and electrical breakdown does not apply to the accidental discharge of an airbag. Coverage for accidental discharge of an airbag is excess over any other collectable insurance or warranty.

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. Audio, Visual And Data Electronic Equipment Increased Limit

a. Under **C. Limit Of Insurance, 2.** is removed and replaced by:

2. $3,000 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

c. An integral part of such equipment as described in Paragraphs **2.a.** and **2.b.** above.

d. The Audio, Visual And Data Electronic Equipment Increased Limit Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on **Audio, VIsual And Data ElectronIc Equipment Coverage Added Limits Endorsement CA9960** or **Loss Payable Clause - Audio, Visual And Data Electronic Equipment Coverage Added Limits Endorsement CA9961** attached to this policy or coverage form.

5. Glass Repair - Waiver Of Deductible

a. Under Paragraph **D. Deductible**, for "loss" covered under **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following is added:

No deductible applies to glass damage otherwise covered under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if the glass is repaired rather than replaced.

6. Collision Deductible Amendment For Loss To Two (or More) Covered Autos In One Accident

a. If a Collision "loss" from one "accident" involves two or more covered "autos" under this policy or coverage form, only the highest deductible applicable to those coverages will be applied to the "loss", if the cause of "loss" is covered for those vehicles. This provision only applies if you carry Collision Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

7. Hired Auto Physical Damage Coverage (Limited)

Under Paragraph **A. Coverage** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following is added:

a. If hired "autos" are covered "autos" for Liability Coverage in this policy or coverage form and if Comprehensive or Collision coverages are provided under this policy or coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire subject to the following additional provisions:

(1) The most we will pay for "loss" to any hired "auto" is:

(a) The actual cash value of the damaged or stolen property at the time of the "loss";

(b) The cost of repairing or replacing the damaged or stolen property, with other property of like kind or quality; or

(c) $100,000

whichever is smallest, minus a deductible.

(2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

(3) Hired Auto Physical Damage Coverage is excess over any other collectible insurance.

(4) Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own scheduled in the Declarations under this policy or coverage part.

(5) This extension of coverage does not apply to:

(a) Any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households; or

(b) Any "auto" you hire or borrow:

(i) For a period of more than 30 days; or

(ii) With a driver.

b. For any "auto" which is a covered "auto" under this extension, **7. Hired Auto Physical Damage Coverage (Limited)**, and subject to the coverages provided to **7.a.** above, we will also pay expenses for loss of use of such "auto", subject to the following additional provisions:

(1) Such "auto" is rented or hired under a written rental contract or agreement executed prior to "loss" of such "auto" for which coverage is sought;

(2) Such loss of use is a direct consequence of a "loss" covered under this extension, **7. Hired Auto Physical Damage Coverage (Limited):**

(a) For which an "insured" is legally responsible; and

(b) As a result of which the rental agency sustains a monetary "loss";

(3) The most we will pay for any expenses for loss of use is $50 per day, subject to a maximum of $1,500; and

(4) With respect to coverage afforded by this section of the endorsement, Paragraph **b. Loss Of Use Expenses** of Paragraph **4. Coverage Extensions** in **SECTION III - PHYSICAL DAMAGE COVERAGE** does not apply.

Coverage under this extension, **7. Hired Auto Physical Damage Coverage (Limited)** will be excess over any other valid and collectible insurance available to the "insured", except that no coverage will be afforded if any physical damage coverage is provided for hired or borrowed "autos" under **ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS** in the **BUSINESS AUTO DECLARATIONS** in this policy or coverage form (or which would have been provided except for the application of an exclusion).

8. Loan Or Lease GAP Coverage

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following is added under **4. Coverage Extensions:**

a. In the event of a "total loss" to a covered "auto" which is either owned by you or is leased by you for a period of 6 consecutive months or longer, we will pay any unpaid amount due on the original lease or loan for a covered "auto" which carries Comprehensive and Collision Coverage on the Business Auto Coverage form to which this endorsement attaches. The amount payable will be reduced by:

   (1) The amount paid under **SECTION III - PHYSICAL DAMAGE COVERAGE** of the policy; and

   (2) Any:

      (a) Overdue lease/loan payments at the time of the "loss";

      (b) Deductibles applicable under **SECTION III - PHYSICAL DAMAGE COVERAGE;**

      (c) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

      (d) Security deposits not refunded by the lessor;

      (e) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

      (f) Carry-over balances from previous loans or leases.

b. With respect to this section of the endorsement, the following definition is added under **SECTION V - DEFINITIONS:**

   "Total loss" means a "loss" in which the cost of repair plus the salvage value exceeds the actual cash value.

c. This Loan/Lease Gap Coverage extension shall only apply when the **Auto Loan/Lease GAP Coverage Endorsement CA2071** is not included in or a part of this policy issued to you by us.

9. Locksmith Services

Under SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added under **4. Coverage Extensions:**

a. We will reimburse you for reasonable expenses incurred for necessary locksmith services to a covered "auto" described in **e.** below, by a professional locksmith.

b. The coverage provided by this extension does not apply to replacement of "auto" locks.

c. The most we will reimburse you for locksmith services is $100 for each occurrence.

d. You must submit proper receipts from a locksmith to us for expenses claimed under this coverage.

e. This coverage only applies to a covered "auto" on this policy rated and classified as a private passenger type or "light truck" and scheduled on the Declaration page in **Item Three - Schedule of Covered Autos You Own** that has a premium shown for comprehensive coverage at the time the expense is incurred for locksmith services.

f. With respect to this section of this endorsement, the following definitions are added under **SECTION V - DEFINITIONS**

   (1) "Light Truck" means a truck or van that has a "gross vehicle weight" (GVW) of 10,000 or less.

10. New Auto Replacement Cost Coverage

a. For the purposes of coverage added under this section of this endorsement, the following is added to Paragraph **A. Coverage** of **SECTION III - PHYSICAL DAMAGE COVERAGE:**

   (1) In the event of a total "loss" to a "new scheduled covered auto" you own to which this endorsement applies, we will pay to replace that vehicle, minus any applicable deductible shown in the Declarations, if:

      (a) Premiums for both Comprehensive and Collision Coverage are shown on the Declaration page in **Item Three- Schedule of Covered Autos You Own** for that "new covered auto" at the time of "loss"; and

      (b) The total "loss" occurs within 180 days after you become the original owner of that "new covered auto".

   (2) The coverage provided by this extension does not apply to any:

      (a) Insurance or warranties purchased;

      (b) Parts or equipment not installed by the manufacture or manufacturer's dealership; and

      (c) Initiation or set up costs associated with loans or leases.

b. The following is added to Paragraph **C. Limits of Insurance** of **SECTION III - PHYSICAL DAMAGE COVERAGE:**

(1) The most we will pay in the event of a total "loss" to a "new scheduled auto" you own will be the amount to replace a "new scheduled covered auto" with a vehicle of the same make, model, trim level, and equipment.

If a new vehicle with the same make, model, trim level, and equipment is not available, our limit of liability will be the amount to replace the "new scheduled covered auto" with a new vehicle that is:

(a) Similar in class, body type, size, and equipment; and

(b) Similar in price to the price you paid for the "new scheduled covered auto" that is being replaced but not to exceed an amount equal to 110% of the Manufacturer's Suggested Retail Price (MSRP) of the "new scheduled covered auto" being replaced.

(2) No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and this Coverage Form's Physical Damage Coverage.

c. For the purposes of coverage added under this section of this endorsement only, the following definitions are added under **SECTION V - DEFINITIONS:**

(1) "Light Truck" means a truck or van that has a "gross vehicle weight" (GVW) of 10,000 or less.

(2) "New Scheduled Covered Auto" means an "auto" that meets all of the following requirements:

(a) The "auto" is rated and classified as private passenger type or "light truck" and scheduled on the Declaration page in **Item Three - Schedule of Covered Autos You Own**;

(b) The "auto" was not previously titled to an entity other than the manufacturer or dealer;

(c) The "auto" at the time of your purchase was of either the current model year or immediate prior model year; and

(d) The odometer of the "auto" displayed less than 7,000 actual miles when you purchased it.

The following changes apply to **SECTION IV - BUSINESS AUTO CONDITIONS:**

1. Broadened Knowledge Of Accident, Claim, Suit Or Loss

Under **SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph **2.a.** of **Duties In The Event Of Accident, Claim, Suit Or Loss** is removed and replaced by:

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.

This condition applies only when the "accident" or "loss" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer or the "employee" designated by you to give such notice, if you are a corporation; or

(4) A member or manager, if you are a limited liability company.

2. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Written Contract

Under **SECTION IV - BUSINESS AUTO CONDITIONS,** the following is added under **A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us:**

However, we waive the right of recovery we may have against any person or organization because of payment we make for "bodily injury" , "property damage" or "covered pollution cost or expense" arising out of the ownership, maintenance or use of a covered "auto" when you and such person or organization have agreed in a written contract executed prior to the "bodily injury", "property damage" or "covered pollution cost or expense" "loss" to waive your right of recovery against such person or organization.

This waiver applies only to such person or organization designated in such written contract executed prior to the "bodily injury", "property damage" or "covered pollution cost or expense" "loss" for which you have agreed to waive your right of recovery.

3. Unintentional Failure To Disclose Hazards

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, Or Fraud** is amended by adding the following:

If you unintentionally fail to disclose any hazards existing at the inception date of this policy or coverage form, we will not deny coverage under this policy or coverage form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

The following change applies to **SECTION V - DEFINITIONS:**

1. Broadened Bodily Injury Definition

Under **SECTION V - DEFINITIONS**, definition **C.** "Bodily injury", is removed and replaced by:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from physical bodily injury, physical sickness, or physical disease sustained by that person.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY

CONTRACTORS ADDITIONAL INSURED/ WAIVER OF RIGHTS OF RECOVERY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Additional Insured - When Required By Written Construction Contract For Ongoing Operations Performed By You For An Additional Insured and/or Your Completed Operations

A. With respect to coverage afforded under this section of the endorsement, **Section II - Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations, when you and such person or organization have agreed in a written contract effective during the policy period stated on the Declarations Page (hereinafter referred to as the "Policy Period") and executed prior to the "bodily injury" or "property damage" for which coverage is sought, that you must add that person or organization as an additional insured on a policy of liability insurance (hereinafter referred to as the "Additional Insured").

The Additional Insured is covered only with respect to vicarious liability for "bodily injury" or "property damage" imputed from You to the Additional Insured as a proximate result of:

(1) Your ongoing operations performed for that Additional Insured during the Policy Period; or

(2) "Your work" performed for the Additional Insured during the Policy Period, but only for "bodily injury" or "property damage" within the "products-completed operations hazard".

B. It is further understood that the designation of any person or organization as an Additional Insured:

(1) does not increase the scope or limits of coverage afforded by this policy; and

(2) does not apply if the person or organization is specifically named as an additional insured under any other provision of this policy.

C. With respect to the coverage afforded to the Additional Insured, the following additional exclusions apply:

This insurance does not apply to:

(1) Liability for "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional services, including, but not limited to:

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

(b) Supervisory, inspection, architectural or engineering activities.

(2) Liability for "bodily injury" or "property damage" arising out of or in any way attributable to the claimed negligence or statutory violation of the Additional Insured, other than vicarious liability which is imputed to the Additional Insured solely by virtue of the acts or omissions of the Named Insured.

(3) Liability for "bodily injury" or "property damage" proximately caused by your ongoing operations, which takes place, in whole or in part, after the earlier of:

(a) the date that all work called for in the written contract with the Additional Insured has been completed, as defined in the definition of "products-completed operations hazard" herein; or

(b) the end of the Policy Period.

(4) Liability for "bodily injury" or "property damage" proximately caused by "your work" included in the "products-completed operations hazard" after the earlier of:

(a) the conclusion of the period during which the written contract requiring such coverage requires it; or

(b) 1 year after completion of "your work" performed for the Additional Insured, as defined in the "products-completed operations hazard."

D. **Section III - Limits Of Insurance** is amended to include:

(1) The limits of insurance applicable to the Additional Insured are:

(a) those specified in the written contract that requires the person or organization to be added as an Additional Insured; or

(b) as stated on the Declarations Page of this policy, whichever is less.

These limits of insurance are inclusive of, and not in addition to the limits of insurance shown on the Declarations Page. If other insurance of any type is written by us and applicable to the Additional Insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable per occurrence and aggregate limit of insurance under one coverage form or policy providing coverage, whether primary or excess.

E. **Section IV - Other Insurance** is amended to include:

(1) When required under a written contract with the Additional Insured which is executed prior to "bodily injury" or "property damage" for which coverage is sought by the Additional Insured hereunder, the coverage provided to the Additional Insured under this section of the endorsement shall apply on a primary and noncontributory basis with any other insurance upon which the Additional Insured is listed as a Named Insured.

F. **Section IV - Transfer Of Rights Of Recovery Against Others To Us** is amended to include:

(1) When required under a written contract executed prior to the "occurrence" for which we make payment under this coverage part, we waive any right of recovery we may have against any person or organization who is an Additional Insured because of payments we make under this section of the endorsement.

2. **Additional Insured - State Or Political Subdivisions - Permits**

A. With respect to coverage afforded under this section of the endorsement, **Section II - Who Is An Insured** is amended to include as an insured any state or political subdivision which has issued a permit to you when you and such state or political subdivision have agreed in a written contract or agreement effective during the policy period stated on the Declarations Page and executed prior to "bodily injury", "property damage", or "personal and advertising injury" for which coverage is sought that you must add the state or political subdivision as an additional insured on a policy of liability insurance. Such state or political subdivision is an insured only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

B. With respect to the coverage afforded to the additional insured provided by this section of the endorsement, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage," or "personal and advertising injury" arising out of operations performed for the state, municipality, or political subdivision; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

If an additional insured endorsement is attached to this coverage part or policy that specifically names a state or political subdivision as an insured or additional insured, then coverage under this endorsement does not apply for adding the state or political subdivision as an additional insured if the state or political subdivision would, in whole or in part, also be covered as an additional insured under this endorsement.