



ENGIMAN-01

MRANDLE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2025

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 Legacy Risk Solutions, LLC PO Box 2976 Gainesville, GA 30503	CONTACT NAME:		
	PHONE (A/C, No, Ext): (706) 865-2189	FAX (A/C, No): (706) 865-1774	
	E-MAIL ADDRESS: mountain@nortoninsurance.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Grange Insurance Company		14060
INSURED  Engineering Management, Inc. MPE Services 303 Swanson Drive Lawrenceville, GA 30043	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

## 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: PRIMARY AND NON CONTRIBUT			CPP2795180	11/1/2024	11/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 2795181	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP2795183	11/1/2024	11/1/2025	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
							FOLLOWS FORM	\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WCP2795182	11/1/2024	11/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Please note due to directives received from the Georgia Department of Insurance we are no longer allowed to enter any special wording in the description of operations field on the certificate. The only wording that can be entered in this field is the wording for which it was intended "Description of Operations/Locations/Vehicles". We recommend that the certificate holder review the terms and conditions of the endorsement as some policy forms provide additional insured status only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.  
Due to a change in the Georgia state statute, 33-24-19.1 and directive 120-2-103.07 from the Georgia Insurance Commissioner's office, agents & brokers are no longer legally able to add wording in the Description of Operations section of a Certificate of Insurance other than a reference number from the contract for SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

ENGINEERING MANAGEMENT, INC.

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

**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Legacy Risk Solutions, LLC</b>		NAMED INSURED <b>Engineering Management, Inc. MPE Services</b> <b>303 Swanson Drive</b> <b>Lawrenceville, GA 30043</b> <b>Gwinnett</b>
POLICY NUMBER <b>SEE PAGE 1</b>		
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>

**ADDITIONAL REMARKS**

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

**Description of Operations/Locations/Vehicles:**  
**identification purposes only. This reference may include but not be**  
**limited to project number, project name, project description or a general description of work to be performed.**

**General Liability Optimum**

**Business Auto Optimum**

**Endorsement**

**CG 19**

**Policy Number: CPP 2795180**

**Optimum General Liability Endorsement**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following is a summary of the coverage modifications, extensions and additions provided in this endorsement. Refer to each coverage section within this endorsement for details on each coverage, including applicable limits and deductibles (if any).

<b>LIMIT</b>	<b>DEDUCTIBLE</b>	<b>SUBJECT OF INSURANCE</b>	<b>PAGE</b>
Included	None	Additional Insured - Grantor Of Franchise	9
Included	None	Additional Insured - Lessor Of Leased Equipment	9
Included	None	Additional Insured - Manager or Lessor Of Premises	10
Included	None	Additional Insured - Required By Contract	8
Included	None	Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits Or Authorization	10
Included	None	Aggregate Limit Per Location	7
Included	None	Aggregate Limit Per Project	7
Included	None	Blanket Primary And Noncontributory	12
Included	None	Broad Form Named Insured	8
Included	None	Coverage For Injury To Leased Workers	3
\$300,000	None	Damage To Premises Rented To You - Increased Limit	3
Included	None	Duties In The Event Of Occurrence, Offense, Claim Or Suit - Redefined	12
\$10,000	None	Electronic Data Liability	11
Included	None	Expected Or Intended Injury	3
Included	None	Incidental Medical Malpractice	11
Included	None	Liberalization Clause	13
\$25,000 Each Occurrence/\$50,000 Aggregate	\$250	Limited Care, Custody Or Control Liability Coverage	5

Grange Insurance Company  
P.O. Box 1218  
Columbus, Ohio 43216-1218

Endorsement

CG 19

Policy Number: CPP 2795180

**Optimum General Liability Endorsement**

LIMIT	DEDUCTIBLE	SUBJECT OF INSURANCE	PAGE
\$5,000 Each Occurrence	\$100	Lost Key Coverage	4
\$10,000	None	Medical Payments	11
Included	None	Mobile Equipment Redefined To 1,000 Pounds	13
Included	None	Newly Formed Or Acquired Organizations - 180 Days To Report	11
Included	None	Non-Owned Watercraft Redefined To 51 Feet	3
\$10,000	None	Property Damage To Borrowed Equipment	4
\$2,500	None	Supplementary Payments Increased Limits - Bonds	8
\$500 per day	None	Supplementary Payments Increased Limits - Earnings	8
Included	None	Unintentional Failure To Disclose Hazards	13
\$5,000 Each Occurrence/\$25,000 Aggregate	\$250	Voluntary Property Damage	6
Included	None	Waiver Of Transfer Of Rights Of Recovery Against Others To Us	13

Endorsement

CG 19

Policy Number: CPP 2795180

**Optimum General Liability Endorsement**

The following changes apply to the **Commercial General Liability Coverage Form** as specified:

**I. Expected Or Intended Injury**

Exclusion 2.a. under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced with the following:

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

**II. Coverage For Injury To Leased Workers**

With respect to Exclusion 2.e. **Employer's Liability** of **Section I - Coverage A - Bodily Injury And Property Damage Liability**, the definition of "employee" in **Section V - Definitions** is replaced by the following:

5. "Employee" does not include a "leased worker" or "temporary worker".

**III. Non-Owned Watercraft**

Exclusion g.(2) under Paragraph 2. **Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced with the following:

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

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

**IV. Increased Limit For Damage To Premises Rented To You**

**A. Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions** is amended as follows:

1. The fourth from the last paragraph of Exclusion j. **Damage To Property** is replaced by the following:

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

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

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

- B. Section III - Limits Of Insurance, Paragraph 6.,** is replaced by the following:

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

- a. \$300,000; or
- b. The amount shown in the **Declarations** for **Damage To Premises Rented To You Limit**.

Endorsement

CG 19

Policy Number: CPP 2795180

**Optimum General Liability Endorsement**

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

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

**V. Lost Key Coverage**

A. Coverage for "bodily injury" and "property damage" with respect to the insured's operations is extended as follows:

1. We will pay those sums that you become legally obligated to pay as damages due to loss of keys by an insured in the course of your business. The keys must be loaned to the insured or in the care, custody or control of the insured.
2. The additional insurance provided by this endorsement does not apply to:
  - (a) Misappropriation;
  - (b) Secretion;
  - (c) Conversion;
  - (d) Infidelity; or
  - (e) Any dishonest act on the part of the insured.
3. The additional insurance provided by this endorsement applies only to:
  - (a) The actual cost of the keys;
  - (b) Adjustment of locks to accept new keys; and
  - (c) The cost of new locks, including the cost of their installation.

B. The most we will pay for loss or damage resulting from any one "occurrence" under this provision V. is \$5,000.

C. A deductible of \$100 applies to any loss or damage resulting from any one

"occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

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

D. This coverage extension is subject to the following:

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

**VI. Property Damage To Borrowed Equipment**

A. Exclusion **j.(4) under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply to "property damage" to borrowed equipment while that equipment is:

1. Not being used to perform operations; and
2. Away from an insured's premises.

B. Subject to Paragraph 5. in **Section III - Limits Of Insurance, Coverage A** the most we will pay for damages because of "property damage" to equipment you borrow from others is \$10,000 per "occurrence".

C. The insurance afforded by this provision VI. is excess over any valid and collectible property insurance available to the insured.

Endorsement

CG 19

Policy Number: CPP 2795180

**Optimum General Liability Endorsement**

**VII. Limited Care, Custody Or Control Liability Coverage**

**A. Insuring Agreement**

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

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

**B. Exclusions**

With respect to the coverage provided by this coverage extension:

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

This insurance does not apply to "loss" to property:

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

**C. Limit Of Insurance**

With respect to the coverage provided by **VII. Limited Care, Custody Or Control Liability Coverage**, the following is added to **Section III - Limit Of Insurance**:

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

**D. Deductible**

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

Endorsement

CG 19

Policy Number: CPP 2795180

### Optimum General Liability Endorsement

(a) Our right and duty to defend any "suits" seeking those damages; and

(b) Your duties in the event of an "occurrence", claim or "suit"

apply irrespective of the application of the Deductible amount.

#### E. Excess Insurance

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

#### F. Additional Definition

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

"Loss" means any unintentional damage or destruction but does not include disappearance, abstraction or theft.

### VIII. Voluntary Property Damage Coverage

#### A. Insuring Agreement

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

At your request, we will pay for a "loss" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period even if you are not legally liable, if such property is otherwise subject to this coverage.

#### B. Exclusions

With respect to the **Voluntary Property Damage Coverage**:

1. Exclusions 2.j.(4) and 2.j.(5) of **Section I - Coverage A - Bodily Injury And Property Damage Liability** do not apply.

2. The following additional exclusions are added to **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This insurance does not apply to "loss" to property:

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

#### C. Limit Of Insurance

With respect to **Voluntary Property Damage Coverage**, the following is added to **Section III - Limit Of Insurance**:

1. The most we will pay for "loss", including all resulting loss of use of that property, as a result of any one "occurrence" under this coverage is \$5,000. However, the most we will pay for the sum of all "loss", including all resulting loss of use of property, as a result of all "occurrences" under this coverage is \$25,000. These limits are part of, and not in addition to, the Each Occurrence and General Aggregate limit.
2. We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds the deductible shown under **D.4. Deductible**. We will then pay the amount of "loss" in excess of the deductible, up to the applicable limit of insurance.

#### D. Deductible



Endorsement

CG 19

Policy Number: CPP 2795180

### Optimum General Liability Endorsement

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

#### E. Excess Insurance

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

#### F. Additional Definition

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

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

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

#### IX. Aggregate Limit Per Location

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A -**

**Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C - Medical Payments**, which can be attributed only to operations at a single designated "location" shown in the Declarations:

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

#### X. Aggregate Limit Per Project

For all sums which the insured becomes legally

Endorsement

CG 19

Policy Number: CPP 2795180

**Optimum General Liability Endorsement**

obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C - Medical Payments**, which can be attributed only to ongoing operations at a single construction project:

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all 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 for medical expenses under **Coverage C - Medical Payments** regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought, or
  - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under **Coverage A - Bodily Injury And Property Damage Liability** for damages or under **Coverage C - Medical Payments** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce any other Construction Project General Aggregate Limit for any other construction project.

**XI. Supplementary Payments Increased Limits**

Under **Supplementary Payments - Coverages A and B of Section I**:

A. Paragraph 1.b. is replaced with the following:

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

B. Paragraph 1.d. is replaced with the following:

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

**XII. Broad Form Named Insured**

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

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

**XIII. Additional Insureds Required By Contract**

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such

Endorsement

CG 19

Policy Number: CPP 2795180

**Optimum General Liability Endorsement**

person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

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

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply:

1. To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the

failure to render any professional architectural, engineering or surveying services.

2. To "bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

**XIV. Additional Insured - Grantor Of Franchise When Required In Written Agreement With You**

**Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) who has granted a franchise to you, when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy, but only with respect to their liability as grantor of a franchise to you.

**XV. Additional Insured - Lessor Of Leased Equipment - Automatic Status When Required In Lease Agreement With You**

**A. Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in

**Optimum General Liability Endorsement**

writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

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

- B. With respect to provision **XV.**, insurance afforded to these additional insureds does not apply to any "occurrence" which takes place after the equipment lease expires.

**XVI. Additional Insured - Managers Or Lessors Of Premises When Required In Written Lease Agreement With You**

**Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you have leased premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

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

**XVII. Additional Insured - State Or Political Subdivisions Automatic Status When Required For Permits**

**Section II - Who Is An Insured** is amended to include as an additional insured any state or

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds in provisions **XIII.**, **XIV.**, **XV.**, **XVI.** and **XVII.**, the following is added:

1. 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 or written agreement to provide for such additional insured.
  - c. Does not apply unless the written lease agreement has been executed prior to the "bodily injury", "property damage" or "personal or advertising injury".
2. 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 by the written contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

Endorsement

CG 19

Policy Number: CPP 2795180

**Optimum General Liability Endorsement**

whichever is less.

Provisions **XIII.**, **XIV.**, **XV.**, **XVI.** and **XVII.** shall not increase the applicable Limits of Insurance shown in the Declarations and do not apply to any person(s) or organization(s) included as an additional insured by an endorsement issued by us and made a part of the Coverage Form.

**XVIII. Incidental Medical Malpractice**

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

1. Nurses;
2. Emergency Medical Technicians; or
3. Paramedics

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

**XIX. Newly Formed Or Acquired Organizations As Named Insureds**

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

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50 percent of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

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

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
- d. Coverage A does not apply to damage to "your product" that occurred before you acquired or formed the organization.

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

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

**XX. Medical Payments Increased Limits**

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

**XXI. Electronic Data Liability**

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

**2. Exclusions**

This insurance does not apply to:

**p. Electronic Data**

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

Endorsement

CG 19

Policy Number: CPP 2795180

**Optimum General Liability Endorsement**

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

**B. The following paragraph is added to Section III - Limits Of Insurance:**

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

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

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

**D. For the purpose of the coverage provided by this provision XXI., the definition of "property damage" in Section V - Definitions is replaced by the following:**

**17. "Property damage" means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. 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. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

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

**XXII. Duties In The Event Of Occurrence, Offense, Claim Or Suit - Redefined**

**A. The requirement in condition 2.a. of Section IV - Commercial General Liability**

**Conditions** that you must see to it that we are notified of an "occurrence" only applies when the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An officer of the corporation, if you are a corporation;
4. Your members and managers, if you are a limited liability company;
5. Your insurance manager; or
6. The trustee, if you are a trust.

**B. The requirement in Condition 2.b. of Section IV - Commercial General Liability**

**Conditions** that you must see to it that we receive written notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An officer of the corporation, if you are a corporation;
4. Your members and managers, if you are a limited liability company;
5. Your insurance manager; or
6. The trustee, if you are a trust.

**XXIII. Blanket Primary And Noncontributory - Other Insurance Condition**

**Section IV - Commercial General Liability**

Endorsement

CG 19

Policy Number: CPP 2795180

**Optimum General Liability Endorsement**

**Conditions**, is amended by the addition of the following to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary and Noncontributory**

Insurance provided under this policy shall apply on a primary basis and shall not seek contribution from any other insurance available to an additional insured added to this policy by provisions **XIII., XIV., XV., XVI. and XVII.**, of this endorsement subject to the following conditions:

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

**XXIV. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required Within A Written Agreement With You - Blanket**

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

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

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

The waiver applies only to a person or organization with whom you have a

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

**XXV. Mobile Equipment Redefined**

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

**XXVI. Unintentional Failure To Disclose Hazards**

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

**XXVII. Liberalization Clause**

If we revise this Optimum General Liability Endorsement 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.

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Endorsement

CA 60

Policy Number: CA 2795181

**Business Auto Optimum**

THIS ENDORSEMENT CHANGES THE POLICY.  
PLEASE READ IT CAREFULLY.

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

**SECTION II - COVERED AUTOS LIABILITY COVERAGE**

**A. Broad Form Insured**

Paragraph A.1., **Who Is An Insured**, is amended to include as an insured:

- d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the period for which this endorsement is effective, if there is no similar insurance available to that organization. However:

- (1) The Named Insured does not include any organization:
- (a) that is a partnership or joint venture; or
  - (b) that is an insured under any other policy, or has exhausted its Limit of Insurance under any other policy.

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

- (2) Coverage for newly acquired or formed organizations is afforded only for 180 days from the date of acquisition or formation.
- (3) Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired that organization.

**e. Employees As Insureds - Non-ownership**

Any employee of yours is an "insured":

- (1) While using a covered "auto" you don't own, hire or borrow in your business or personal affairs; or
- (2) While operating an "auto" hired or rented without a driver under contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**f. Blanket Additional Insureds**

Any person or organization whom you are required in a written contract or agreement to include as an additional "insured" with respect to your ownership, maintenance or use of a covered "auto". This provision only applies to written contracts or agreements that are signed prior to any "bodily injury" or "property damage" to which coverage applies.

Coverage under this provision (f.) shall be primary and non-contributory with respect to the person or organization included as an "insured" under this provision(f.), but only if the written contract or agreement requires coverage to be primary and non-contributory.

**B. Increased Supplementary Payments**

Paragraphs 2.a.(2) and (4) Supplementary Payments are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

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Endorsement

CA 60

Policy Number: CA 2795181

**Business Auto Optimum**

**C. Amended Fellow Employee Exclusion**

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

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

**SECTION III - PHYSICAL DAMAGE COVERAGE**

The following coverages are added to Paragraph A. Coverage, of SECTION III - PHYSICAL DAMAGE COVERAGE:

**5. Hired Auto Physical Damage Coverage (Other Than "Mobile Equipment")**

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following:

- a. The most we will pay for "loss" to any hired "auto" is the lesser of:
  - (1) \$75,000;
  - (2) Actual Cash Value; or
  - (3) Cost of Repair.
- b. For each hired "auto", our obligation to pay for "loss" will be reduced by the deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- c. The insurance provided under this coverage extension is primary over any other collectible insurance.
- d. 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.

- e. Subject to a maximum limit of \$500 per "accident", we will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable for, and the lessor incurs an actual financial loss.

**6. Air Bag Coverage**

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

**7. Additional Living Expense**

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

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

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

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

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

Endorsement

CA 60

Policy Number: CA 2795181

**Business Auto Optimum**

**8. Locked Vehicle Coverage**

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

**9. Rental Reimbursement Coverage**

The following coverage is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph A. Coverage:**

- a. This coverage applies only to a covered "auto" described in the policy.
- b. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
- c. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, at a maximum of 30 days.
- d. Our payment is limited to the lesser of the following amounts:
  - (1) Necessary and actual expenses incurred.
  - (2) A maximum payment of \$60 per day.
- e. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- 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 Coverage Extension.

**10. Loan Lease Gap Coverage**

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

- a. The amount paid under **SECTION III - PHYSICAL DAMAGE COVERAGE** of the policy; and
- b. Any:
  - (1) Overdue lease/loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous loans or leases.

The following changes have been made to **SECTION III - PHYSICAL DAMAGE COVERAGE:**

**A. Towing and Labor**

Paragraph A.2. Towing under **SECTION III - PHYSICAL DAMAGE COVERAGE**, is deleted and replaced by the following:

**2. Towing and Labor**

We will pay towing and labor costs incurred up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

Endorsement

CA 60

Policy Number: CA 2795181

**Business Auto Optimum**

- a. For private passenger type vehicles or "light trucks" we will pay to up \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- b. For "medium trucks" we will pay up to \$175 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001-20,000 pounds.

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

**B. Physical Damage Increased Transportation Expense Coverage**

Coverage for temporary transportation expense under **4. Coverage Extensions, a. Transportation Expenses**, is increased to \$50 per day, up to a maximum limit of \$1,000.

**C. Glass Repair - Waiver of Deductible**

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

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

**SECTION IV - BUSINESS AUTO CONDITIONS**

**A. Unintentional Failure to Disclose Hazards**

Paragraph **B., General Conditions**, is amended by adding the following:

**9. Unintentional Failure to Disclose Hazards**

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

**B. Waiver Of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status Under An Insured Contract**

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A.5. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following paragraphs:

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