



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2022

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 Preferred Ins. Services, Inc 4035 Ridge Top Rd Ste 150 Fairfax VA 22030	CONTACT NAME: Certificate Department PHONE (A/C No. Ext): 703-667-5940 E-MAIL ADDRESS: certs@preferins.com		FAX (A/C, No): 703-991-4838													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Erie Insurance Exchange</td> <td>26271</td> </tr> <tr> <td>INSURER B : Progressive Gulf Insurance Company</td> <td>42412</td> </tr> <tr> <td>INSURER C : Erie Insurance P & C</td> <td>26830</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Erie Insurance Exchange	26271	INSURER B : Progressive Gulf Insurance Company	42412	INSURER C : Erie Insurance P & C	26830	INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A : Erie Insurance Exchange	26271															
INSURER B : Progressive Gulf Insurance Company	42412															
INSURER C : Erie Insurance P & C	26830															
INSURER D :																
INSURER E :																
INSURER F :																
INSURED Beyond Exteriors LLC 14524-E Lee Road LLC 14524-E Lee Road Chantilly VA 20151	BEYOEXT-01															

COVERAGES

CERTIFICATE NUMBER: 1416597887

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.

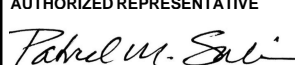
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			Q42-1850644	6/18/2022	6/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	03500518-7	2/15/2022	2/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Q87-6100301	3/11/2022	3/11/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Re: Evidence of Insurance

This certificate shows coverages currently in force for the above named insured, and is for internal use only. Please contact the agency if a certificate holder needs to be added: Email: certs@preferins.com -- Fax: 703-991-4838 -- Phone: 703-667-5940.

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance	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 

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. 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; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

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:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

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

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

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

This insurance does not apply to:

1. "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. "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 a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

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

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIVESTAR CONTRACTORS' EXTRA LIABILITY COVERAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Damage to Premises Rented to You - Fire Legal Liability

1. The following is added to Paragraph 1., **Insuring Agreement of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to buildings rented to you or occupied by you.

The damage must be caused by fire, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles, aircraft, smoke, vandalism, malicious mischief, water damage, or elevator collision.

2. Exclusions 2. c. through 2. n. of **Section I - Bodily Injury And Property Damage Liability** do not apply to this coverage. A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance.**

We do not cover liability assumed by the insured except in an "insured contract".

3. Paragraph 9. a. of "Insured contract" of **Section V - Definitions** is replaced by the following:

9. 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, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles, aircraft, smoke, vandalism, malicious mischief, water damage, or elevator collision to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

B. Host Liquor Liability Coverage

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

This exclusion does not apply to liability of the insured or the indemnitee of the insured arising out of the giving or serving of alcoholic beverages at functions incidental to your business, provided you are not engaged in the busi-

ness of manufacturing, distributing, selling, or serving of alcoholic beverages.

C. Non-Owned Watercraft

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

This exclusion does not apply to a watercraft that you do not own that is less than 51 feet long.

D. Incidental Medical Malpractice

1. The following is added to Paragraph 1., **Insuring Agreement of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" arising from "incidental medical malpractice injury".

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

This insurance does not apply to:

- a. Expenses incurred by the insured for first aid to others at the time of an accident.
- b. "Bodily injury" arising from any insured if the insured is engaged in the business or occupation of providing the following services:
 - 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment or the furnishing of food or beverages in connection with them;
 - 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;
 - 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
 - 4) Health or therapeutic service, treatment, advice or instruction.

c. "Bodily injury" arising from any indemnitee if the indemnitee is engaged in the business or occupation of providing the following services:

- 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment or the furnishing of food or beverages in connection with them ;
- 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;
- 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- 4) Health or therapeutic service, treatment, advice or instruction

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

"Incidental medical malpractice injury" means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- a. Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with them; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

E. **Volunteer Workers - Medical Payments**

The following is added to Paragraph **1. Insuring Agreement of Section I - Coverage C - Medical Payments**:

We will pay medical expenses for "bodily injury" sustained by your volunteer workers caused by an accident while engaged in any of your insured activities.

F. **Attorney's Fees**

The following is added to **Section I - Supplementary Payments - Coverages A and B**:

All reasonable attorneys' fees up to \$100 which the insured incurs because of arrest resulting from an accident involving "mobile equipment" covered by this policy.

G. **Bail Bonds**

The following is added to **Section I - Supplementary Payments - Coverages A and B**:

We will pay up to \$500 for each bail bond required by an insured because of an accident or traffic violation arising out of the use of a vehicle covered by this policy.

H. The following is added to the definition of "Products-completed operations hazard" of **Section V - Definitions**:

Includes all "bodily injury" and "property damage" arising out of "your product" if your business includes the han-

dling or distribution of "your product" for consumption on the premises you own or rent.

I. **Non-Owned Automobile and/or Hired Automobile Liability Insurance Coverage**

1. **Insuring Agreement - Non-Owned Automobile Liability Coverage:**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" resulting from an accident covered by this endorsement.

The accident must arise out of the use of any "non-owned auto" in your business by any person other than you.

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

- 1) The "bodily injury" or "property damage" is caused by an accident that takes place in the "coverage territory"; and
- 2) The "bodily injury" or "property damage" is caused by an accident during the policy period.

2. **Insuring Agreement - Hired Automobile Liability Insurance Coverage:**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" resulting from an accident covered by this endorsement.

The accident must arise out of the maintenance or use of "hired autos" by you or your "employees" in the course of your business.

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

- 1) The "bodily injury" or "property damage" is caused by an accident that takes place in the "coverage territory"; and
- 2) This "bodily injury" or "property damage" is caused by an accident during the policy period.

3. **Exclusions**

This **Non-Owned Automobile and/or Hired Automobile Liability Insurance Coverage** does not apply to:

a. **Contractual Liability**

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

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

b. Damage To Your Product

"Bodily injury" or "property damage" that results from "your product" arising out of it or any part of it.

c. Damage To Property

"Property damage" to:

- 1) Property owned or transported by you; or
- 2) Personal property in the care, custody or control of the insured.

d. Damage To Your Work

"Bodily injury" or "property damage" that results from "your work", arising out of it or any part of it, and included in the "products-completed operations hazard".

e. Employers' Liability

"Bodily injury" to:

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

This exclusion applies:

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

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

f. Expected Or Intended Injury

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

g. Handling of Property

"Bodily injury" or "property damage" that results from the handling of property:

- 1) Before it is moved from the place where it is accepted by the insured for loading into or onto a "non-owned auto" or "hired auto"; or
- 2) After it is unloaded from a "non-owned auto" or "hired auto" to the place it is finally delivered by the insured.

h. Fellow Employee

"Bodily injury" to 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.

i. Mobile Equipment

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

- 1) The ownership, maintenance, use or entrustment to others of any "mobile equipment" owned or operated by or rented or loaned to any insured.
- 2) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- 3) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

j. Pollution

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

- a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor, or soot produced by or originating from equipment that is used to heat water for personal use, by the building's occupants or guests;
 - ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site, or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site, or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - iii) "Bodily injury" or "property damage" arising out of heat, smoke, or fumes from a "hostile fire".
 - b) At or from any premises, site, or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing, or treatment of waste;
 - c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
 - d) At or from any premises, site, or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site, or location in connection with such operations by such insured, contractor, or subcontractor. However, this subparagraph does not apply to:
 - i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants, or other operating fluids which are needed to perform the normal electrical, hydraulic, or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants, or other operating fluids escape from a vehicle part designed to hold, store, or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal, or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants, or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed, or released as part of the operations being performed by such insured, contractor, or subcontractor.
 - ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes, or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - iii) "Bodily injury" or "property damage" arising out of heat, smoke, or fumes from a "hostile fire".
 - e) At or from any premises, site, or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "pollutants".
- 2) Any loss, cost, or expense arising out of any:
- a) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order, or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

k. **Racing**

Any "auto" while being used in any prearranged or organized racing, speed or demolition contest, stunting activity or similar activities, or in practice for any such activities.

l. **War**

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

m. **Workers' Compensation And Similar Laws**

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

4. **Section II - Who Is An Insured**

For Non-Owned Automobile and/or Hired Automobile Liability Insurance Coverage **Who Is An Insured** includes the following:

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. With respect to a "non-owned auto", any partner, member of a limited liability company, or "executive officer", but only while such "auto" is being used in your business; and
- d. Any other person or organization, but only with respect to liability because of acts or omissions of the insured under a., b., or c. above.

5. The following are not included under **Section II - Who Is An Insured**:

- a. Any person, member of a limited liability company, or "executive officer" with respect to an "auto" owned by such partner, member of a limited liability company, or "executive officer", or a member of their household;
- b. Any person engaged in the business of their employer, with respect to "bodily injury" to any fellow co-"employee" of such person injured in the cause of their employment;

- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business" other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or employer of such owner or lessee; and
- e. Any person or organization with respect to the conduct of any current or past partnership, joint venture, or limited liability company shown as a Named Insured in the Declarations.

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

"Auto business" means the business or occupation of selling, repairing, servicing, storing, or parking "autos".

"Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.

"Hired auto" means any auto you lease, hire, or borrow.

This does not include any "auto" you lease, hire, or borrow from any of your "employees", any members of a limited liability company, any partner, "executive officer", or members of their households.

"Non-owned auto" means any "auto" you do not own, lease, hire, or borrow which is used in connection with your business. This includes any "auto" owned by or registered in the name of:

- a. Your employees including members of their households;
- b. Partners including members of their households if you are a partnership; or
- c. Members of a limited liability company including members of their households;

but only while such "auto" is being used in connection with your business.

J. **Owners' and Contractors' Protective Liability**

1. The following are added to Paragraph 1., **Insuring Agreement of Section I - Coverage A - Bodily Injury And Property Damage Liability**:

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of:
 - 1) Operations performed for you by contractors; or

- 2) Your acts or omissions in connection with the general supervision of the operations.
- b. This insurance applies to "bodily injury" and "property damage" only if:
 - 1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - 2) The "bodily injury" or "property damage" occurs during the policy period.

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

This insurance does not apply to:

- a. "Bodily injury" or "property damage" which occurs after the earliest of the following times:
 - 1) When all work on the project (other than service, maintenance, or repairs) to be performed by you or on your behalf at the site of the covered operations has been completed; or
 - 2) When that portion of the contractors' 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 working for you on the same project.
- b. "Bodily injury" or "property damage" arising out of your or your employees' acts or omissions other than general supervision of work performed for you by any contractor.

K. Elevator Liability

1. The following is added to Paragraph **1., Insuring Agreement of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

Insuring Agreement

- a. We will pay for loss to any:
 - 1) "Elevator" used by you in the course of your operations; or
 - 2) Personal property of others in your care, custody, or control or over which you are exercising physical control which is caused by an "elevator collision".
- b. This coverage applies only if:
 - 1) The loss takes place in the "coverage territory"; and
 - 2) The loss occurs during the policy period.

2. Exclusions

This **Elevator Liability** coverage does not apply to:

- a. Loss caused by or resulting from fire;
- b. Loss caused by an "elevator collision" arising out of the breaking, burning out, or disrupting of any electrical machine not located within the car of the "elevator";
- c. Loss due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement; or
- d. Loss for which insurance is provided under either Property Damage Liability or Contractual Liability Coverage.

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

"Elevator" means any hoisting or lowering device to connect floors or landings, and all its appliances including any car, platform, shaft, hoistway, stairway, runway, power equipment, and machinery. "Elevator" also includes any hydraulic or mechanical hoist used for raising or lowering "autos" for lubricating and servicing or for dumping materials from trucks. "Elevator" does not mean:

- a. A hoist without a platform outside a building if it is without mechanical power or if it is not attached to building walls;
- b. A hod or material hoist used in alteration, construction, or demolition operations; or
- c. An inclined conveyor used only for carrying property or a dumbwaiter used only for carrying property and having a compartment height not exceeding four feet.

"Elevator collision" means the collision of any part of an "elevator", or of anything carried on it, with another object.

L. The following is added to Paragraph 4. Other Insurance of Section IV – Commercial General Liability Conditions in the Commercial General Liability Coverage Form:

Primary and Non-Contributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- 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.

M. Waiver of Subrogation

Paragraph 8. **Transfer of Right Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions** in the Commercial General Liability Coverage Form is replaced by the following:

Transfer Of Right of Recovery Against Others To Us

We waive any right of recovery we may have against the additional insured because of payments we have made under this Coverage Part. However, our rights may only be waived prior to "bodily injury" or "property damage" caused by the "occurrence" which we have made payments under this Coverage Part.

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 these rights.