

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

4/14/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 1 Polaris Way #300 Aliso Viejo, CA 92656		CONTACT NAME: Simson Soetanto PHONE (A/C, No, Ext): 949-900-1211 FAX (A/C, No): 858-452-7530 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A : Depositors Insurance Company 42587	
		INSURER B : AMCO Insurance Company 19100	
		INSURER C : Nationwide Mutual Insurance Company 23787	
		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 INSR	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 <input checked="" type="checkbox"/> PD Ded:250 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ACPGLDO3100089723	04/22/2021	04/22/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	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			ACPBA3100089723	04/22/2021	04/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ACPCAA3100089723	04/22/2021	04/22/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Precision Wall Covering and Painting is named as Additional Insured on General Liability per the attached.

CERTIFICATE HOLDER**CANCELLATION**

Precision Wall Covering and Painting
27126 Paseo Espada, #703
San Juan Capistrano, CA
92675-2715

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSTRUCTIONGARDSM GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is a summary of the additional coverages provided by this endorsement. For complete details on a specific coverage, consult the endorsement contract language.

1. Additional Insureds Various additional insured extensions
2. Aggregate Limit Per Project
3. Blanket Waiver of Subrogation If required by written contract, insurer waives right of subrogation
4. Broad Form Named Insured
5. Broadened Definition of BI Definition includes mental anguish
6. Broadened Liability Coverage for Damage to "Your Product" and "Your Work"
7. Contractual Liability – Railroads Expanded definition of "insured contract"
8. Contractual Liability for Personal and Advertising Injury
9. Damage to Premises Rented to You Extends perils Limit: \$1,000,000
10. Electronic Data Liability Limit: \$100,000
11. Expected and Intended Injury
12. Incidental Medical Malpractice
13. Knowledge of Occurrence
14. Liberalization
15. Lost Key Coverage Occurrence Limit: \$10,000
16. Newly Formed and Acquired Organizations 180 days
17. Non-owned Aircraft
18. Non-owned Watercraft Included for watercraft up to 51 ft
19. Supplementary Payments Increased bail bonds limit to \$5,000 Increased daily loss of earnings limit to \$1,000 per day
20. Unintentional failure to Disclose Hazard
21. Non-duplication of Benefits

1. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You

SECTION II – WHO IS AN INSURED is amended to include:

1. Any person(s) or organization(s) whom you are required to add as an additional insured on this policy under a written contract or written agreement, provided the written contract or written agreement:

- (1) Is currently in effect or becomes effective during the term of this policy; and
- (2) Was executed prior to the “bodily injury,” “property damage” or “personal and advertising injury” for which the additional insured seeks coverage.

The person or organization added as an additional insured by this endorsement is an additional insured only with respect to liability for:

1. “Bodily injury” or “property damage” or
2. “Personal and advertising injury”;

due to:

- a. **Controlling Interest** – with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

- b. **Co-owner of Insured Premises** – with respect to the co-owner’s liability as a co-owner of such premises.

- c. **Grantor of Franchise or License**

Any person or organization that has granted you a franchise or license by written contract or agreement is an additional insured, but only with respect to their liability as a grantor of a franchise or license to you.

However, their status as additional insured under this policy ends when their contract or agreement with you

granting the franchise or license ends.

- d. **Lessors of Leased Equipment** – with respect to their 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). This insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment expires.

- e. **Lessor of Land** – with respect to liability arising out of the ownership, maintenance or use of that specific part of the land 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 premise; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

- f. **Managers or Lessors of Premises** – with respect to liability arising out of the ownership, maintenance, or use of that part of the premises you own, rent, lease, or occupy.

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

g. Mortgagee, Assignee or Receiver

– with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premise by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

h. Owners, Lessees, or Contractors

– 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 performed for that additional insured, whether the work is performed by you or on your behalf; or
- (3) "Your work" performed for that additional insured and included in the "products-completed operations hazard."

The insurance does not apply to:

- (a) "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 survey services, including:
 - (i) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders, or drawings and specifications; or
 - (ii) 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 failure to render, any professional, architectural, engineering, or surveying services.

i. State or Political Subdivision – Permits Relating to Premises

– with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies.

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising, signs, awnings, canopies, cellar entrances, coal holes, drive-ways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

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

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

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

The insurance afforded to such additional insureds described in a.- i. above:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than any coverage requirement in a contract or agreement to provide for such additional insured.

2. Aggregate Limit Per Project

Under **SECTION III – LIMITS OF INSURANCE**, the following paragraph is added to Paragraph 2:

The General Aggregate Limit under **SECTION III LIMITS OF INSURANCE** applies separately to each of your construction projects away from premises owned by or rented to you.

3. Blanket Waiver Of Subrogation

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights Of Recovery Against Others To Us**, the following is added:

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

- a. Your ongoing operations; or
- b. "Your work" included in the "products completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- a. Is in effect or becomes effective during the term or this policy; and
- b. Was executed prior to loss.

4. Broad Form Named Insured

Under **SECTION II – WHO IS AN INSURED**, the following is added to Paragraph 2:

- e. Any business entity incorporated or organized under the laws of the United State of America (including any State thereof), its territories or possessions, or Canada (including any Province thereof) in which the

Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

5. Broadened Bodily Injury Definition (Mental Anguish)

Under **SECTION V – DEFINITIONS**, Definition 3. "Bodily Injury" is replaced with:

3. "Bodily injury" means physical injury, sickness, or disease to a person and if arising out of the foregoing, mental anguish, mental injury, shock, or humiliation, including death at any time resulting therefrom.

6. Broadened Liability Coverage for Damage to "Your Product" and "Your Work" Under SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it except when caused by or resulting from:

- (1) Fire;
- (2) Smoke;
- (3) Collapse; or
- (4) Explosion.

l. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply:

- (1) If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or
- (2) If the cause of loss to the damaged work arises as a result of:
 - (a) Fire;
 - (b) Smoke;

(c) Collapse; or

(d) Explosion.

Under **SECTION III – LIMITS OF INSURANCE**, the following paragraph is added:

Subject to **6.** above, \$100,000 is the most we will pay under Coverage A for the sum of damages arising out of any one “occurrence” because of “property damage” to “your product” and “your work” that is caused by fire, smoke, collapse or explosion and is included within the “product-completed operations hazard”. This sublimit does not apply to “property damage” to “your work” if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

7. Contractual Liability – Railroads

a. Under **SECTION V – DEFINITIONS**, the following replaces Paragraph **c.** of definition **9.** “Insured Contract”:

c. Any easement or license agreement;

b. Under **SECTION V – DEFINITIONS**, Paragraph **f.(1)** of definition **9.** “Insured Contract” is deleted.

8. Contractual Liability for Personal and Advertising Injury Under **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, Paragraph **2. Exclusions** is amended to delete exclusion **e. Contractual Liability**.

This provision **8.** does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

9. Damage to Premises Rented to You

a. Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph of **2. Exclusions** is replaced with:

If **Damage To Premises Rented To You** is not otherwise excluded, Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.

b. Under **SECTION III – LIMITS OF INSURANCE**, Paragraph **6.** is replaced with:

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, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to \$1,000,000.

c. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced with:

(ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

10. Electronic Data Liability

a. Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**, Paragraph **2. Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

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.

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

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

Subject to paragraph **5.** above, \$100,000 is the most we will pay under Coverage **A** for all damages arising out of any one “occurrence” because of “property damage” that results from physical injury to tangible property and arises out of “electronic data”.

c. Under **SECTION V – DEFINITIONS**, the following definition is added:

“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. Under **SECTION V – DEFINITIONS**, the definition of “property damage” is replaced by the following for the purposes of the coverage provided by this endorsement only:

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.

- e. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this Provision **10. Electronic Data Liability** is part of, and not in addition to, that higher limit.

11. Expected or Intended Injury

Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Exclusion a. is replaced by the following:

a. Expected Or Intended Injury

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

This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

12. Incidental Medical Malpractice Liability

- a. Under **SECTION II – WHO IS AN INSURED**, Paragraph **2.a.(1)d.** does not apply to nurses, emergency medical technicians or paramedics employed by you arising out of his or her providing or failing to provide professional health care services, but only if such healthcare services are within the scope of their employment by you or are related to or arise out of the conduct of your business.
- b. This coverage does not apply if you are engaged in the business or occupation of providing professional health care services.

13. Knowledge Of An Occurrence

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

- e. Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.
- f. The requirements in Paragraph **b.** will not be considered breached unless there is knowledge of occurrence as outlined in Paragraph **e.** above.

14. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

15. Lost Key Coverage

- a. Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, coverage is extended to include the following:

If a customer's master or grand key, excluding electronic key card, is lost, damaged or stolen while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

- b. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$ 10,000 per “occurrence”.

16. Newly Formed And Acquired Organizations

- a. Under **SECTION II – WHO IS AN INSURED**, in paragraph **3.a.**, 90th day is changed to 180th day.
- b. This provision does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Commercial General Liability Coverage Form or by any applicable endorsement.

17. Non-Owned Aircraft

Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Exclusion **g.** does not apply to an aircraft provided:

- a. It is hired, chartered or loaned with a paid crew;
- b. It is not owned by an insured;
- c. The pilot in command holds a currently effective license for the particular aircraft being flown, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial airline pilot; and
- d. It is not being used by the insured to carry persons or property for a charge.

The following is added to **SECTION IV, COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

This Non-Owned Aircraft insurance is excess over any other valid and collectible insurance whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

18. Non-Owned Watercraft

Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph **(2)** of Exclusion **g.** is deleted and replaced with

the following:

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

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

19. Supplementary Payments

Under **SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** Paragraphs **1.b** and **1.d.** are replaced with:

- b. Up to \$5,000 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.
- 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 \$1,000 a day because of time off from work.

20. Unintentional Failure To Disclose Hazard

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **6. Representations** the following paragraph is added:

- d. Your failure to disclose all hazards or prior “occurrences” or offenses existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior “occurrences” or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

21. Non-Duplication of Benefits

No one will be entitled to receive duplicate payments for the same elements of loss under any of the coverages provided by the Commercial General Liability Coverage form, this endorsement, or any other applicable endorsement.

All terms and conditions of this policy apply unless modified by this endorsement.