

## COMMERCIAL GENERAL LIABILITY

### COVERAGE'S INCLUDED:

Premises/Operations.  
Products/Completed Operations.  
Employees as additional insureds.  
Incidental Medical Malpractice Liability.

Limited Worldwide Products Liability.  
Non-Owned Watercraft Liability(under 26 feet).  
Limited Contractual Liability.  
Host Liquor Liability.  
Broad Form Property Damage Liability.

The Commercial General Liability Policy provides the insurance protection needed to pay damages resulting from your operations to a third party (not you or your employee) caused by an occurrence covered under the policy. The policy will pay for bodily injury or property damages for which the insured is legally responsible. The policy does not provide any coverage for faulty workmanship, professional errors, omissions, design flaws or damage to your product.

- **GENERAL AGGREGATE LIMIT:** The most money the insurer will pay for all claims (except Products/Completed Operations, see below) occurring during the policy term.
- **PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT:** The most the insurer will pay for all Products/Completed Operations claims occurring during the policy term.
- **PERSONAL & ADVERTISING INJURY LIMIT:** This per claim limit includes Personal Injury for offenses such as false arrest, malicious prosecution, detention or imprisonment, the wrongful entry into, wrongful eviction from and other acts of invasion of rights.
- **EACH OCCURRENCE LIMIT:** This per claim limit includes Premises and Operations and Products/Completed Operations coverages.
- **FIRE DAMAGE LIMIT:** This per claim limit provides coverage for your legal liability arising from fire damage to interior portion of premises rented to you.
- **MEDICAL EXPENSE LIMIT:** This per claim limit can be used to pay small medical expenses for parties' injuries on insured premises. These payments are made without regard to the legal liability of the insured and are used to create goodwill on your behalf.

**ADEQUATELY INSURED SUBCONTRACTORS:** If you subcontract work it is important to understand that you are ultimately responsible for the actions and work performed by your subcontractor. Should a subcontractors operations or products give rise to a liability claim, you may be named in the ensuing lawsuit - meaning that your insurance company will be called upon to defend you. Additionally if the subcontractor carries "inadequate" insurance, your insurance company may have to pay the claim. To protect yourself and your insurance company, any subcontractor of yours is required to maintain liability insurance as follows:

<u>Your limit</u>	<u>Subcontractor is required to have</u>
\$ 500,000 per occurrence	\$500,000 per occurrence
\$1,000,000 per occurrence	\$500,000 per occurrence

In addition, the subcontractors General Liability insurance company must be rated "A" or better by A.M. Best. Failure to maintain these limits could cause additional charges to you at time of audit.

### EXCLUSIONS & LIMITATIONS: (refer to policy for complete list)

Defense costs within limits of insurance. Damages/injury due to war or nuclear energy excluded. ERISA fiduciary and employee benefit liability excluded. Punitive Damages are excluded under your policy. Care, Custody & Control – All Real and Personal Property. Absolute Pollution. Absolute Asbestos. Discrimination/Wrongful Termination. Fellow employee claims.

This is only a summary of insurance coverages and does not constitute a policy, contract or legal evidence of insurance. For complete policy terms, conditions, limitations and exclusions refer to the policy. I acknowledge these coverages offered.

Initials \_\_\_\_\_

Date \_\_\_\_\_

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## COMMERCIAL GENERAL LIABILITY

### Exclusions & Limitations continued

- **Known Injury or Damage exclusion:** This endorsement, attached to your policy, excludes coverage for any bodily injury or property damage that was known or should have been known prior to the policy period.
- **Fungi or Bacteria (Mold) exclusion:** Bodily Injury or Property Damage caused by fungi or bacteria are excluded from this policy. This includes, but is not limited to, clean-up, removing, abating, testing, containing, treating, remediating or disposal, etc.
- **Temporary Labor payroll** is treated as direct employee payroll for purposes of determining your premium; even if the Temporary Labor Service Company provides you a certificate of insurance reflecting they have their own General Liability.
- **Your Policy is subject to audit** after the expiration of the policy term. You are required to maintain and provide the necessary financial records including but not limited to payroll, gross sales, payments to subcontractors.
- **Punitive Damages are excluded under your policy:** If you wish your policy to provide coverage for punitive damages please check this box and we will attempt to obtain a quote.
- **Intellectual Property** losses are excluded; this includes software damage or losses to third parties.

### Recommended Coverages

Please  
Quote

- **Limits of Insurance:** We have proposed the limit of liability you requested. Based on our experience we recommend you consider concurrent limits on General Liability, Workers Compensation & Auto Liability. Also consider an umbrella liability policy.
- **Employee Benefits Errors and Omissions:** This coverage is used to insure against negligent acts, errors or omissions committed by you while managing of employee benefit plans.
- **Fiduciary Liability:** This coverage is used to insure against claims alleging breach of fiduciary obligations under the Employment Retirement Income Security Act of 1974.
- **Modified Care, Custody and Control Exclusion:** The standard General Liability policy excludes or limits coverage for property in the care, custody or control of the named insured. Such property can be owned or non-owned.
- **Non-Owned & Hired Auto:** This endorsement extends coverage to include liability claims from non-owned and hired autos used in the course of your business. Coverage applies to named insured only.
- **Stopgap Endorsement:** This endorsement adds Employers Liability to your General Liability policy in the event that you do not purchase Worker's Compensation.

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## COMMERCIAL GENERAL LIABILITY

### *Additional Insured's Required Under Contract*

**This letter is to inform you of coverage changes that may affect your policy.**

General liability coverage provided to a named insured (*you*) by an insurer could be modified to extend to other parties (ie; Owners, Landlords, Contractors, etc). These other parties are commonly referred to as *additional insureds*. Modifications (endorsements) to the named insured's policy could be used to provide similar benefits enjoyed by the named insured to the additional insured. Because of changes to these endorsements, the additional insured may no longer enjoy the same benefits. Under these new endorsements, liability that is based on the sole negligence of the additional insured may no longer be covered. The State of Florida's Office of Insurance Regulation approved changes to these policy endorsements effective July 1, 2004. **Please note that insurers make a premium charge for each name listed as an additional insureds on your policy, this charge is non-refundable regardless if you are awarded the bid or not.**

**The absence of insurance coverage and the agreement to contractual terms may not free you of the responsibility to pay on behalf of the additional insured liability arising out of their sole negligence.**

Florida law allows you to assume liability on behalf of another party by way of a contractual agreement. In fact, the law allows you to assume the liability for suits that may be the result of the sole negligence of the other party in the contract. In other words, contractually you would be accepting and paying for claims that may arise from situations that are not even your fault. While we are not necessarily aware of the individual contracts you may have entered into, we feel it is our duty to notify you that there is a possibility you could have a claim that is not covered by insurance. Our recommendation to you would be to have your contracts reviewed by your attorney to determine if you have assumed such liability and what your legal options are.

You must make a request in writing to us to have an additional insured added to your policy and a fee is charged at that time. Including additional insureds on your policy can severely limit or restrict coverage for your own operations. So we recommend you avoid such requirements as much as possible. The additional insured will have coverage extended for Premises and Operations coverage only. No Products/Completed Operations coverage will be provided to the additional insured unless specifically requested by you, approved by the insurance company, and a separate fee is paid at the time of the request.

### **Sole Negligence Disclaimer:**

If I request certain persons and/or entities to be added to my Commercial General Liability policy as additional insureds; I am aware that the contracts I have signed with these persons and/or entities may require me to be responsible for all liability arising from the job or jobs covered by those contracts which may include responsibility for liability arising from the sole negligence of the additional insured.

I hereby acknowledge that Greg Roe Insurance, Inc, and/or Roe Insurance, Inc. has fully explained to me that the policy I have purchased from them does not cover any liability arising from the sole negligence of the additional insured named on the policy, or any endorsement attached thereto, regardless of whether or not the contract may impose such liability upon me. Any liability arising from such situations will be at my own expense.

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Initials \_\_\_\_\_

Date \_\_\_\_\_

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