



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/9/2024

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 Sutter, McLellan & Gilbreath, Inc 33 Buford Village Way Suite 329 Buford GA 30518	CONTACT NAME: Margo Mckenney PHONE (A/C. No. Ext): 770-246-8300 E-MAIL ADDRESS: docs@smginsurance.com		FAX (A/C. No): 678-802-3971
	INSURER(S) AFFORDING COVERAGE		
INSURED Earthly Matters Contracting, Inc. 1360 Union Hill Road Suite 1-E Alpharetta GA 30004	EARTMAT-01		INSURER A : Owners Ins Co INSURER B : Old Republic Insurance Company INSURER C : Cincinnati Insurance Company INSURER D : Knight Specialty Ins Co INSURER E : The Princeton Excess & Surplus Lines Ins Co INSURER F :
			NAIC #
			32700
			24147
			10677
			22046
		12170	

COVERAGES

CERTIFICATE NUMBER: 815379305

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
D	<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:	Y	Y	TMKS00437-01	12/5/2024	12/5/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <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	Y	Y	5313073400	12/5/2024	12/5/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	82A3FF0004341-01	12/5/2024	12/5/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	MWC 317947 24	9/12/2024	9/12/2025	<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
C	Leased / Rented Equipment			ENP 0701759	12/5/2024	12/5/2025	Any One Tool 2,500 Any One Occurrence 100,000

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

CERTIFICATE HOLDER**CANCELLATION**

** S A M P L E **
 1360 Union Hill Road Suite 1E
 Alpharetta GA 30004

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.

SCHEDULE OF FORMS

SPECIAL FORMS IF APPLICABLE ARE LISTED BELOW:

FORM/ENDORSEMENT NUMBER	NAME
SL 01 2018	Surplus Lines Notification (All States)
TM Jacket	TM Jacket - Knight Specialty
TM 001	Schedule of Forms
CG DS 01 10 01	CG Declarations
CG 00 01 04 13	Commercial General Liability Coverage Form
IL 00 17 11 98	COMMON POLICY CONDITIONS
IL 00 03 09 08	CALCULATION OF PREMIUM
CIC 2019 0717	Chromated Copper Arsenate Exclusion
CIC 2018 0717	Concrete Sulfates Exclusion
CIC 2011 0717	Electromagnetic Radiation Exclusion
CG 21 47 12 07	EMPLOYMENT - RELATED PRACTICES EXCLUSION
CG 21 08 05 14	Exclusion - Access or Disclosure of Confidential or Personal Info
CG 22 79 04 13	Exclusion - Contractors Professional Liability
CG 21 86 12 04	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS
CIC 2023 12 06	EXCLUSION – PROJECTS COVERED BY A CONSOLIDATED (WRAP-
CG 21 76 01 08	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED
CIC 2014 0717	Fines or Penalties - Exclusion
CIC 2016 0717	Formaldehyde Exclusion
CIC 2021 0717	Hot Tar & Torch Exclusion
CG 24 26 04 13	Insured Contract Definition Amendment
CIC 2003 12-1-06	Lead Exclusion
CG 21 96 03 05	SILICA OR SILICA-RELATED DUST EXCLUSION
CG 21 49 09 99	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CIC 2028 0717	Exclusion - Imported Building Material
TMGL 214A	Absolute Movement of Land Earth or Soil Exclusion - 4.2 Amendment
TMGL 172 10-11	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
GL 21 02 12 09	Delete Nonrenewal Notice
CG 25 03 05 09	DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE
CG 04 35 12 07	Employee Benefits Liability Coverage
CIC 2022 0717	Course of Roofing Exclusion
LSW 549	Cancellation MEP 25%
TMGL 07 07	General Contractors Warranty Program
NMA 12 13 10 18	Digging Warranty
CG 21 90 01 06	Exclusion of Terrorism
TM 501	Service of Suit
TM 219	Wildfire Exclusion
TM 204 10 17	Amendment to Conditions - Premium Audit
TM 105 04 17	Annual M&D
TM 201 04 17	30 Day NOC Notification
CG 21 46 07 98	Abuse or Molestation Exclusion
TMGL 175 01 20	Additional Insured - Completed Operations
001	Claims TPA - NARs Contact
TMGL 177 01 20	Continuous & Progressive Damage Exclusion
CIC 2030 12 06	Cross Suits Exclusion (NI vs NI)

TM CIC 2004 12 01 06	Exclusion - Asbestos
CG 21 34 01 87	EXCLUSION - DESIGNATED WORK (NY & CO)
Omni 223 04 20	Exclusion - Disinfecting
TM CIC 3004 09 11	Exclusion - Welding Rod
CG 40 32 05 23	Exclusion PFAS.docx
TMGL 212 01 23	Independent Contractors Limitation of Coverage
CBL 19 03 03 20	Mold Fungus Exclusion
IL P 001 01 04	OFAC Notice
CSIC 110 03 22	Short Rate Cancellation
TM 220 01 20	Use of Extrinsic Evidence for Duty to Defend
CG 24 04 12 19	Waiver of Subrogation

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

58583 (1-15)

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO PLUS COVERAGE PACKAGE - STANDARD

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

1. **Supplementary Payments**

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 2. Coverage Extensions is amended.

Paragraphs **(3)** and **(7)** of **a. Supplementary Payments** are deleted and replaced by the following:

(3) 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** will not apply for or furnish such bonds.

(7) All reasonable expenses incurred by an **insured** at **our** request, including actual loss of earnings up to \$500 per day.

2. **Waiver of Collision Deductible for Collision with Another Auto-Owners Insured**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended.

Under paragraph **1.**, **b. Collision Coverage** is deleted and replaced by the following.

We will pay for **loss** to a covered **auto** or its **equipment or custom furnishings** under:

b. Collision Coverage

Caused by:

(1) The covered **auto's** collision with another object; or

(2) The covered **auto's** overturn.

When a deductible is shown in the Declarations for this coverage, **we** will reduce **our** payment by that amount. The deductible shall not apply when a covered **auto** is in a collision with another **auto**:

(a) **We** insure and which **you** do not own, rent or have in **your** care, custody or control; or

(b) Whose owner or operator has been identified; and

1) Is legally responsible for the entire amount of the damage; and

2) Is covered by a **property damage** liability policy or bond

but only if the damage exceeds the deductible amount.

3. **Deductible**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended.

a. Paragraph **1.a. Comprehensive Coverage** is amended. The following provision is added. When more than one covered **auto** is involved in the same **loss**, only one deductible shall apply. If the deductibles differ, **we** shall only apply the highest deductible.

b. Paragraph **1.b. Collision Coverage** is amended. The following provisions are added. When more than one covered **auto** is involved in the same **loss**, only one deductible shall apply. If the deductibles differ, **we** shall only apply the highest deductible.

When provision **2. Waiver of Collision Deductible For Collision With Another**

Auto-Owners Insured of this endorsement also applies to the same **loss**, the deductible shall be further reduced to no deductible.

For purposes of this provision only, an **auto** and attached **trailer** shall be considered two covered **autos**.

4. **Non-Owned Trailer Physical Damage**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended.

Under **3. Coverage Extensions**, paragraph **a. Trailers** is deleted and replaced by the following.

a. Trailers

The Comprehensive Coverage and Collision Coverage provided to a covered **auto** extend to certain **trailers you** do not own. The **trailer** must:

(1) Be designed for use with the covered **auto**;

(2) Be used with the covered **auto**; and

(3) Be other than a **trailer** of the home, office, store, display, or passenger type.

Our limit of insurance shall not exceed \$1,000 in any one **loss**. No deductible applies to this coverage extension.

5. Personal Property

SECTION III - PHYSICAL DAMAGE COVERAGE,

A. COVERAGE is amended.

Under **3. Coverage Extensions**, paragraph **c. Personal Property** is deleted and replaced by the following.

c. Personal Property

The Comprehensive Coverage and the Collision Coverage provided to a covered **auto** will extend to **loss** to personal property contained in or on such **auto** as follows:

(1) Comprehensive Coverage because of:

- (a)** Fire;
- (b)** Lightning; or
- (c)** Theft or attempted theft if there are visible signs of someone breaking into such **auto** or the entire **auto** is stolen; or

(2) Collision Coverage.

The personal property must be owned by **you**, a **family member** or **your employee**.

This coverage extension does not apply to:

- (a)** Any electronic equipment that reproduces, receives or transmits audio, visual, global positioning or data signals.
- (b)** Tapes, discs, or other similar media designed for use with equipment described in **(a)** immediately above.
- (c)** Any accessories used with the media or equipment described in **(a)** or **(b)** immediately above.
- (d)** Money or jewelry.
- (e)** Any device designed or used to:
 - 1)** Detect speed-measuring equipment such as radar or laser detectors; or
 - 2)** Elude or disrupt speed-measuring equipment such as a jamming apparatus.
- (f)** Property specifically insured.
- (g)** Any property covered under any other coverage extension within this endorsement.

Our limit of insurance under this coverage extension is \$600 in any one **loss**. No deductible applies to this coverage extension.

6. Audio, Visual or Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE,

A. COVERAGE is amended.

The following coverage extension is added.

- a.** **We** will extend the Comprehensive Coverage and the Collision Coverage that apply to a covered **auto** to **loss** to:

(1) Any electronic equipment that reproduces, receives or transmits audio, visual, global positioning or data signals that is permanently installed in a covered **auto** and was not standard or optional equipment for the manufacturer of such covered **auto** for that make, model and model year.

(2) Tapes, discs or other similar media designed for use with electronic equipment described in **a.(1)** above.

(3) Any accessories used with the media or equipment described in **a.(1)** or **a.(2)** above.

b. **Our** limit under **a.(1)** above will not exceed \$2,500 in any one **loss** and supercedes any other limit for such coverage provided elsewhere within this policy. **Our** limit under **a.(2)** and **a.(3)** above combined will not exceed \$200 in any one **loss**. No deductible applies to this coverage extension.

c. This coverage extension does not apply to any property covered under any other coverage extension within this endorsement.

d. **B. EXCLUSIONS** is amended. Exclusion **1.** is deleted only as it applies to the coverage provided by this extension.

7. Business Personal Property

SECTION III - PHYSICAL DAMAGE COVERAGE, **A. COVERAGE** is amended.

The following coverage extension is added.

We will extend the Comprehensive Coverage and the Collision Coverage that apply to a covered **auto** to **loss** to business personal property contained in or on such **auto**. This coverage extension is subject to the following:

a. The business personal property must be owned by **you**, a **family member** or **your employee**.

b. Comprehensive Coverage is extended only for **loss** because of:

- (1)** Fire;
- (2)** Lightning; or
- (3)** Theft or attempted theft.

Unless the entire **auto** is stolen, there must be visible signs of someone breaking into the **auto** for **b.(3)** above to apply.

c. This coverage extension does not apply to:

- (1)** Any electronic equipment that reproduces, receives or transmits audio, visual, global positioning or data signals.
- (2)** Tapes, discs, or other similar media designed for use with equipment described in **(1)** immediately above.
- (3)** Any accessories used with the media or equipment described in **(1)** or **(2)** immediately above.
- (4)** Money or jewelry.
- (5)** Any device designed or used to:

- (a) Detect speed-measuring equipment such as radar or laser detectors; or
- (b) Elude or disrupt speed-measuring equipment such as a jamming apparatus.

- (6) Property specifically insured.
- (7) Any property covered under any other coverage extension within this endorsement.

- d. **Our** limit of insurance for any one **loss** under this coverage extension shall not exceed \$500. A \$50 deductible applies to this coverage extension. **We** will reduce **our** payment by such deductible amount.

8. Hired Autos Physical Damage

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended.

The following coverage extension is added.

- a. If Hired Autos Liability coverage is provided to **you** by this policy, or any other policy or coverage form provided by **us** or a company affiliated with **us**, then **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, 1. a. Comprehensive Coverage** and **b. Collision Coverage** extend to an **auto** (that is not a **trailer**) **you** lease, hire, rent or borrow.
- b. The most **we** will pay for **loss** to any one covered **auto** is the lesser of:
 - (1) The actual cash value of stolen or damaged property at the time of **loss**;
 - (2) The cost, at local prices, to repair or replace damaged or stolen property with other property of like kind and quality; or
 - (3) \$50,000.

A \$100 Comprehensive Coverage deductible and a \$250 Collision Coverage deductible apply separately to each **auto** covered by this coverage extension.

9. Transportation Costs

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended.

The following coverage extension is added.

We will reimburse **you** for expenses **you** incur for transporting **you** from where a covered **auto** was disabled, to **your** home, place of business or intended destination. **Our** maximum payment shall not exceed \$100. No deductible applies to this coverage extension.

10. Transportation Expenses Following Theft

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE 3. Coverage Extensions is amended. b. Transportation Expenses Following Theft is deleted and replaced by:

- b. **Transportation Expenses Following Theft**
If Comprehensive Coverage is shown for an **auto** scheduled in the Declarations, **we** will pay

up to \$50 per day but not more than \$1,500 in any one **loss** for transportation expenses incurred if such **auto** is stolen. **We** will pay such expenses incurred beginning 48 hours after **you** report the theft to **us** and to the police and ending when such **auto** is returned to use or **we** pay for its **loss**. No deductible applies to this coverage extension. This coverage extension is excess of any other insurance.

11. Motor Cargo

SECTION III - PHYSICAL DAMAGE COVERAGE A. COVERAGE is amended.

The following coverage extension is added.

- a. **We** will extend the Comprehensive Coverage and the Collision Coverage that apply to a covered **auto** to **loss** to:
 - (1) **Your** property owned, sold or serviced by **you** and in the course of delivery;
 - (2) Property of others for which **you** are legally liable as a truckman under a:
 - (a) Tariff;
 - (b) Bill of lading; or
 - (c) Shipping receipt.
- b. This coverage extension is subject to the following:
 - (1) This coverage extension does not apply to:
 - (a) Accounts, bills, currency, deeds, evidences of debt, notes, money, securities, jewelry, or other similar valuables.
 - (b) Damage to live animals, except for death or death made immediately necessary because of injury caused by:
 - 1) Fire;
 - 2) Lightning;
 - 3) Flood;
 - 4) Explosion;
 - 5) Collision;
 - 6) Derailment;
 - 7) Overturn; or
 - 8) Stranding, burning or sinking of a ferry or lighter.
 - (c) Painting, statuary or other works of art, or articles that are antique or curious in nature unless such **loss** is an absolute total **loss** caused by a peril **we** insure against.
 - (d) **Loss** by pilferage.
 - (e) Insects, rodents, vermin, birds, animals or inherent vice.
 - (f) Loss from profit, loss of use or loss of market.
 - (g) Leakage, evaporation, shrinkage, breakage, heat or cold, or by being scented, molded, rusted, rotted, soured

or changed in flavor or by bending, denting, chipping, marring or scratching unless caused by any of the following:

- 1) Fire;
- 2) Lightning;
- 3) Wind;
- 4) Flood;
- 5) Explosion;
- 6) Collision;
- 7) Derailment;
- 8) Overturn; or
- 9) Stranding, burning or sinking of a ferry or lighter.

- (h) Riots and civil commotion.
- (i) Strikers, lock-out workers, or persons taking part in labor disturbances.
- (j) Any property covered under any other coverage extension within this endorsement.

- (2) All shipments shall be valued at the actual invoice cost, including:
 - (a) Prepaid freight; and
 - (b) Cost and charges which have accrued and become legally due on such shipments.
- (3) If there is no invoice, the valuation of the property coverage shall be the cash market value of the article(s) covered on the date and at the place of shipment.
- (4) With respect to **loss** to any part of covered property made up of several parts, when complete for sale or use, **we** shall only pay for the part lost or damaged. With respect to damage to labels, capsules or wrappers, **we** shall only pay the cost of:
 - (a) New labels, capsules or wrappers; and
 - (b) Reconditioning the goods.
- (5) With respect to **loss** by breakage of eggs, **we** will pay only when such **loss** exceeds 50% of the value of each shipping package, but **we** will pay no more than \$250 for any one **loss**.
- (6) **Our** limit of insurance for all **loss** under this coverage extension shall not exceed \$1,000. No deductible applies to this coverage extension.
- (7) This coverage extension shall apply as excess insurance over any other specific insurance.

12. Air Bag Replacement (Other Than a Private Passenger Auto)

SECTION III - PHYSICAL DAMAGE COVERAGE,

A. COVERAGE is amended.

The following coverage extension is added.

- a. **We** will extend the Comprehensive Coverage that applies to a covered **auto**, other than a

private passenger auto, for the replacement of the air bag when it inflates without such **auto** having been involved in a Comprehensive or Collision **loss**.

- b. A \$50 deductible applies to this coverage extension. **We** will reduce **our** payment by such deductible amount.

13. Common Loss Deductible - Motor Cargo SECTION III - PHYSICAL DAMAGE COVERAGE,

A. COVERAGE is amended. The following provision is added.

- a. If **you** have coverage with **us** or a company affiliated with **us** under any of the following Motor Cargo Coverage Forms:
 - (1) Motor Cargo Special Form;
 - (2) Motor Cargo Named Perils Form;
 - (3) Truckmen's Gross Receipts Motor Cargo Named Perils Form;
 - (4) Truckmen's Legal Liability Motor Cargo Special Form;
 - (5) Annual Transportation Form - Named Perils;
 - (6) Annual Transportation Form - Special Form; or
 - (7) Trip Transit Form

and there is a covered **loss** under that Motor Cargo Coverage Form and this policy then, at **your** option, the **auto** deductible applicable to the **loss** will be reduced by the amount of the applicable deductible under the Motor Cargo Coverage Form. In the event that more than one **auto** deductible provision applies to the same covered **loss**, with **your** permission, **we** will use the deductible that benefits **you** the most.

- b. However:
 - (1) The covered **losses** must result from a single occurrence and **you** must file a claim on each of the covered **losses**.
 - (2) The amount of **loss** under each policy must exceed the applicable deductible and result in a paid **loss**.
 - (3) In no event will the amount of such reduction exceed the amount of the applicable **auto** deductible.

14. Replacement Cost on New Vehicles SECTION III - PHYSICAL DAMAGE COVERAGE,

C. LIMIT OF INSURANCE is amended.

Paragraph 2. is deleted and replaced by the following.

2. **We** will, at **our** option, replace an **auto** scheduled in the Declarations with a new one of equal value or pay **you your** original purchase price if:
 - a. Such **auto** is not a motorcycle;
 - b. **You** purchased it new;
 - c. **We** determine the **loss** cannot be repaired; and

- d.** The **loss** occurs within 90 days of the purchase date.

As it applies to this coverage only, a motorcycle means a vehicle having a saddle or seat for the use of the rider, designed to travel on not more than three wheels in contact with the ground, which is equipped with a motor that exceeds fifty cubic centimeters piston displacement. The wheels on any attachment to the vehicle shall not be considered as wheels in contact with the ground.

15. Rental Auto Gap

SECTION III - PHYSICAL DAMAGE COVERAGE,

C. LIMIT OF INSURANCE is amended.

The following provision is added.

- a.** If the first Named **Insured** is:
- (1)** An individual; or
 - (2)** Other than an individual with the Broadened Coverage for Named Individuals - Drive Other Cars endorsement attached to a **private passenger auto** with Comprehensive and Collision Coverages; and

- b.** If the **auto** is:
- (1)** A rented **private passenger auto**;
 - (2)** Not a total **loss**; and
 - (3)** Sold in its damaged condition rather than repaired, as decided by the rental company from which **you** rented the **auto**, **we** will pay the amount for which:
 - (a)** **You**, if an individual; or
 - (b)** The individual listed on the Broadened Coverage for Named Individuals - Drive Other Cars endorsement, if **you** is other than an individual
 are liable under the terms of the rental agreement; or
- c.** If the **auto** is:
- (1)** A rented **private passenger auto**;
 - (2)** Not a total **loss**; and
 - (3)** Repaired
- we** will pay for damages to the rented **private passenger auto** because of or resulting from the **diminished value**.

All other policy terms and conditions apply.

POLICY NUMBER: **MWC 317947 24**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

**ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS
AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER TO THE
EXTENT ALLOWABLE BY LAW**

DATE OF ISSUE: **09-12-24**

POLICY NUMBER: **MWC 317947 24**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be **0** % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED TO WAIVING OUR RIGHTS OF RECOVERY UNDER A WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO THE OCCURRENCE OF A LOSS.

DATE OF ISSUE: **09-12-24**

© 1998 by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved.
From the WCIRB's California Workers' Compensation Insurance Forms Manual © 1999.

OLD REPUBLIC INSURANCE COMPANY

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

 Blanket Waiver

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

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: **INCLUDED**

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **09-12-2024** Policy No. **MWC 317947 24**

Endorsement No.

Insured **EARTHLY MATTERS CONTRACTING,**

Premium \$ **INCL.**

Insurance Company **OLD REPUBLIC INSURANCE COMPANY**

Countersigned By

