



# It Pays to be Covered: Constructing the Best Insurance for Project Owners

October 12, 2016

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*Amy E. Garber*

*Brendan W. Hogan*

# Overview – How You Are Protected



## Owner Insurance

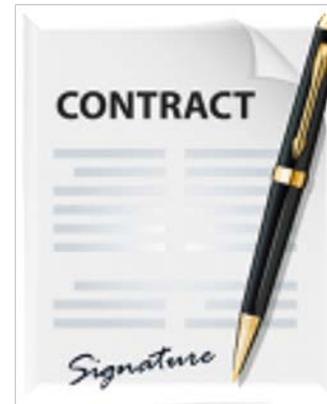
- Owner's Liability (CGL)
- Property (Builder's Risk)
- Boiler & Machinery
- Loss of use

## Contractor Insurance

- Commercial General Liability
- Workers Compensation
- Employers Liability
- Business Automobile Liability

# Construction Contract Forms

- American Institute of Architects (“AIA”)
- Associated General Contractors of America (“AGC”)
- Engineers’ Joint Contract Documents Committee (“EJCDC”)
- ConsensusDOCS LLC



# AIA Documents

- American Institute of Architects
- Standard forms
- Every 10 years
- **Next revision is in 2017**



# AIA Documents: "Contract Documents"

## AIA Document A201<sup>®</sup> - 2007

### General Conditions of the Contract for Construction

for the following PROJECT:  
(Name and location or address)

« »  
« »

THE OWNER:  
(Name, legal status and address)

« »  
« »

THE ARCHITECT:  
(Name, legal status and address)

« »  
« »

#### TABLE OF ARTICLES

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- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

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Dear Sir(s):

## AIA Document A102<sup>®</sup> - 2007

### Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the « » day of « » in the year « »  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

« »  
« »  
« »

and the Contractor:  
(Name, legal status, address and other information)

« »  
« »  
« »

for the following Project:  
(Name, location and detailed description)

«Michael Knapp»  
« »

The Architect:  
(Name, legal status, address and other information)

« »  
« »  
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. In Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is not intended for use in competitive bidding. AIA Document A102<sup>®</sup>-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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Dear Sir(s):

**Bradley**



# AIA Document A201-2007: General Conditions

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to (other than the Work itself), except to the extent that such damage, loss or expense is caused in whole or in part by the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for the cost of remediation of a hazardous material or substance brought to the site unless such materials or substances are required by the Contract Documents, and the Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs in connection with the removal of a material or substance the Contractor brings to the site and negligently handles, or (4) the Contractor shall be responsible for performing its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a governmental authority for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES  
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

## ARTICLE 11 INSURANCE AND BONDS § 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. Claims for damages insured by usual personal injury liability coverage;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. Claims for bodily injury or property damage arising out of completed operations; and
8. Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction

## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

### § 11.2 OWNER'S LIABILITY INSURANCE

### § 11.3 PROPERTY INSURANCE

#### § 11.3.2 BOILER AND MACHINERY INSURANCE

#### § 11.3.3 LOSS OF USE INSURANCE

# Commercial General Liability



## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may result from the Contractor's operations and completed operations under the Contract. .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees; by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 .4 Claims for damages insured by usual personal injury liability coverage;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .4 .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible .7 Claims for bodily injury or property damage arising out of completed operations;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.
- .7 .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

# Contractor's Obligations in the General Conditions



# Owner Protection: Additional Insured Status



## Prime Contract (A201-2007)

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.



# Subcontractor's Obligations: AIA Document A401-2007



## ARTICLE 13 INSURANCE AND BONDS

§ 13.1 The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract:

Type of insurance or bond	Limit of liability or bond amount (\$0.00)

§ 13.2 Cover from the d coverage n completed maintenanc

§ 13.1 The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract:

§ 13.3 Cert commence 13 shall co at least 30 are require continuat any inform Subcontrac

Type of insurance or bond	Limit of liability or bond amount (\$0.00)

§ 13.4 The Subcontractor shall cause the commercial liability coverage required by the Subcontract Documents to include: (1) the Contractor, the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations; and (2) the Contractor as an additional insured for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's completed operations.

§ 13.4 The Subcontractor shall cause the commercial liability coverage required by the Subcontract Documents to include: (1) the Contractor, the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations; and (2) the Contractor as an additional insured for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's completed operations.

§ 13.5 The under the I

§ 13.6 The of any bon

§ 13.7 Perf (If the Sub

Bond type	Bond amount (\$0.00)	Bond delivery date	Bond form

## § 13.8 PROPERTY INSURANCE

§ 13.8.1 When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

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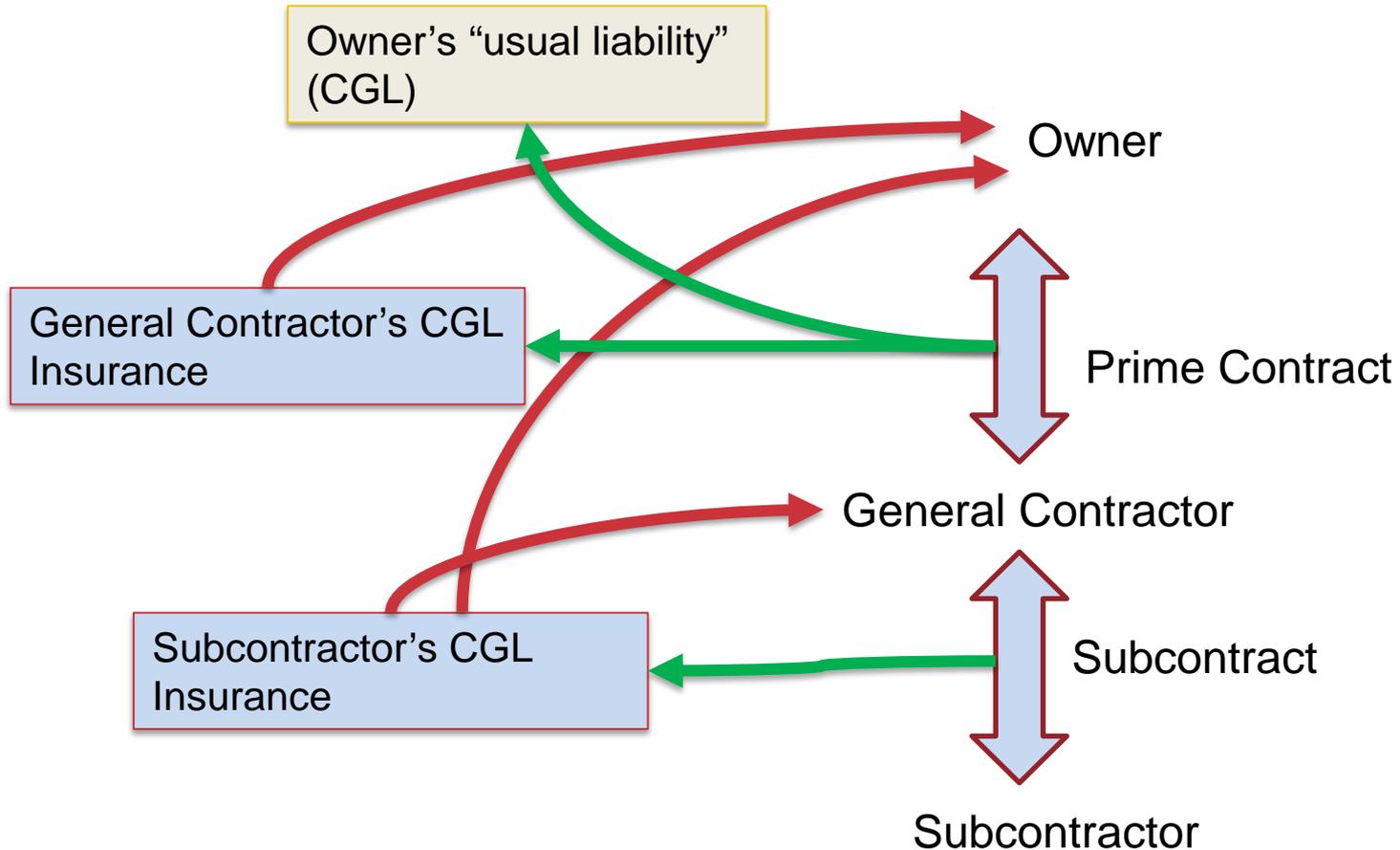
# Owner Protection: Additional Insured Status



## Subcontract (A401-2007)

§ 13.4 The Subcontractor shall cause the commercial liability coverage required by the Subcontract Documents to include: (1) the Contractor, the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations; and (2) the Contractor as an additional insured for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's completed operations.

# Construction Contracts and Insurance



# Additional Insured



- Added as an insured on named insured's policy
- Protects AI from liability arising from named insured's negligence
- Benefits for AI:
  - Coverage without premium
  - No responsibility for deductibles or SIRs
  - No erosion of AI's policies

# Additional Insured – Types of Endorsements



Owners Lessees, or Contractors – Scheduled Person or Organization (CG 20 10)



Owners, Lessees or Contractors Completed Operations (CG 20 37)



Owners, Lessees or Contractors – Automatic Status When Required in Written Construction Agreement With You (CG 20 33)



Owners, Lessees or Contractors – Automatic Status When Required in Written Construction Agreement (CG 20 38)



# Designated Person/Organization (CG 20 37)

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Lo
Information required to complete this Schedule, if not shown	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

# Standard Blanket AI Endorsement: Privity (CG 20 33)

COMMERCIAL GENERAL LIABILITY  
CG 20 33 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION A**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. 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 that additional insured are completed.

**B. With add exc This 1.**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

This any in the super... being... employment... 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.

# Coverage Expansion: No Privity (CG 20 38)



COMMERCIAL GENERAL LIABILITY  
CG 20 38 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### 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:

- Your acts or omissions; or
- 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:

- Only applies to the extent permitted by law; and
- 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 additional insureds, the exclusions apply:

This insurance

1. "Bodily injury" and advertising injury rendering professional services, including surveying

- The insured's preparation of reports, opinions, change orders, specifications
- Supervision of construction

This exclusion does not apply to any insured who is actively monitoring or supervising the "occurrence"

the "personal and advertising injury" rendering professional services

2. "Bodily injury" after:

- 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

## 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.

# Coverage Expansion: Privity

CG 20 33	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
CG 20 38	<ol style="list-style-type: none"><li>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</li><li>2. <u>Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above</u></li></ol>

# How to Prove Additional Insured Status



**Policy + Endorsements**



**Endorsement Only**



**Certificate of Insurance**



**Memorandum of Understanding**

# Certificate of Liability Insurance

Policy Number: \_\_\_\_\_ Date Entered: 2/18/2009

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

<b>PRODUCER</b> MOORE M. English Insurance Agency 8316 Clairmont Mesa Blvd Suite 212 San Diego, CA 92111 Phone: (858)560-6082 Fax: (858)560-0096	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.										
<b>INSURED</b> Kala Construction Inc Mr. Robert Madhala 18760 E Amar Road #41 Walnut, CA 91789	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: WDC Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: ...</td> <td></td> </tr> <tr> <td>INSURER C: ...</td> <td></td> </tr> <tr> <td>INSURER D: ...</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: WDC Insurance Company		INSURER B: ...		INSURER C: ...		INSURER D: ...	
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INSURER A: WDC Insurance Company											
INSURER B: ...											
INSURER C: ...											
INSURER D: ...											

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

FORM	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE AND OCCUR <input type="checkbox"/> ADVERTISING <input type="checkbox"/> PRODUCTS <input type="checkbox"/> CONTRACTS <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> AIRCRAFT LIABILITY <input type="checkbox"/> WATERCRAFT LIABILITY <input type="checkbox"/> FIDELITY AND BOND	04-10074754	1/23/2009	1/23/2010	EACH OCCURRENCE: \$ 1,000,000.00 POLICY AGGREGATE: \$ 50,000.00 MEDICAL EXPENSE: \$ 5,000.00 MEDICAL BODILY INJURY: \$ 1,000,000.00 GENERAL AGGREGATE: \$ 2,000,000.00 PRODUCTS - COMPOUND: \$ 1,000,000.00
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> AIRCRAFT LIABILITY <input type="checkbox"/> WATERCRAFT LIABILITY <input type="checkbox"/> FIDELITY AND BOND				COMBINED SINGLE LIMIT PER ACCIDENT: \$ BODILY INJURY PER ACCIDENT: \$ BODILY INJURY PER ACCIDENT: \$ PROPERTY DAMAGE PER ACCIDENT: \$ AUTO ONLY - SA ACCIDENT: \$ OTHER THAN AUTO ONLY: \$ EACH OCCURRENCE: \$ AGGREGATE: \$ PRODUCTS: \$ CONTRACTS: \$
B	<input type="checkbox"/> EMPLOYERS COMPENSATION AND EMPLOYMENT LIABILITY <input type="checkbox"/> FIDELITY AND BOND <input type="checkbox"/> DIRECTORS AND OFFICERS LIABILITY <input type="checkbox"/> OTHER	003WV01827	2/6/2009	2/6/2010	<input checked="" type="checkbox"/> FIDELITY AND BOND ALL SALES AGENTS: \$ 1,000,000.00 ALL MANAGERS - SA EMPLOYEES: \$ 1,000,000.00 ALL MANAGERS - POLICY LIMIT: \$ 1,000,000.00
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / TRUCKS / INCLUDES ACCORD BY ENDORSEMENT / SPECIAL PROVISIONS  
 Cancellation for non pay 10 days. All other 30 days.

<b>CERTIFICATE HOLDER</b> Proof of Insurance	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL OBLIGATE TO MAIL, E-MAIL, FAX OR WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: _____
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### IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

### DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25 (2006/01)

# Bradley

# Certificate of Liability Insurance

Policy Number: \_\_\_\_\_ Date Entered: 2/18/2009  
DATE (MM/DD/YYYY)

## CERTIFICATE OF LIABILITY INSURANCE

<b>PRODUCER</b> Scott M. Ingles Insurance Agency 8316 Clairemont Mesa Blvd Suite 212 San Diego, CA 92111 Phone (858) 560-6062 Fax (858) 560-0096	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND COVERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.										
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INSURER D:											

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW MAY VARY IN COVERAGE, EXCLUSIONS, CONDITIONS, EXEMPTIONS, LIMITS, DEDUCTIBLES, COINSURANCE, CLAIMS PROCEDURES, AND OTHER PROVISIONS. THE POLICY OR POLICIES AFFORDED MAY PERTAIN TO THE INSURANCE POLICIES AGGREGATE LIMITS.

TYPE OF COVERAGE	TYPE OF INSURANCE
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM MADE
	<input checked="" type="checkbox"/> AUTO AND HOMEOWNERS LIABILITY
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS <input type="checkbox"/> NON-OWNED AUTOS
	<input type="checkbox"/> CLEANER LIABILITY <input type="checkbox"/> ANY AUTO
B	<input type="checkbox"/> POLLUTION (ENVIRONMENTAL LIABILITY) <input type="checkbox"/> POLLUTING ACTS <input type="checkbox"/> INDUSTRIAL
	<input type="checkbox"/> EMPLOYMENT PRACTICES LIABILITY <input type="checkbox"/> EMPLOYMENT PRACTICES LIABILITY <input type="checkbox"/> EMPLOYMENT PRACTICES LIABILITY <input type="checkbox"/> EMPLOYMENT PRACTICES LIABILITY <input type="checkbox"/> EMPLOYMENT PRACTICES LIABILITY
DESCRIPTION OF OPERATIONS / LOCATIONS (Indicate all locations for which this certificate is issued)	

<b>CERTIFICATE HOLDER</b> Proof of Insurance	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL, 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: _____
---	---

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

### DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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# AIA Document A201-2007: General Conditions

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to (other than the Work itself), except to the extent that such damage, loss or expense is caused in whole or in part by the negligence of any subcontractor or the Contractor.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Contractor incurs to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a governmental authority for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

## § 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. Claims for damages insured by usual personal injury liability coverage;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. Claims for bodily injury or property damage arising out of completed operations; and
8. Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction

## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

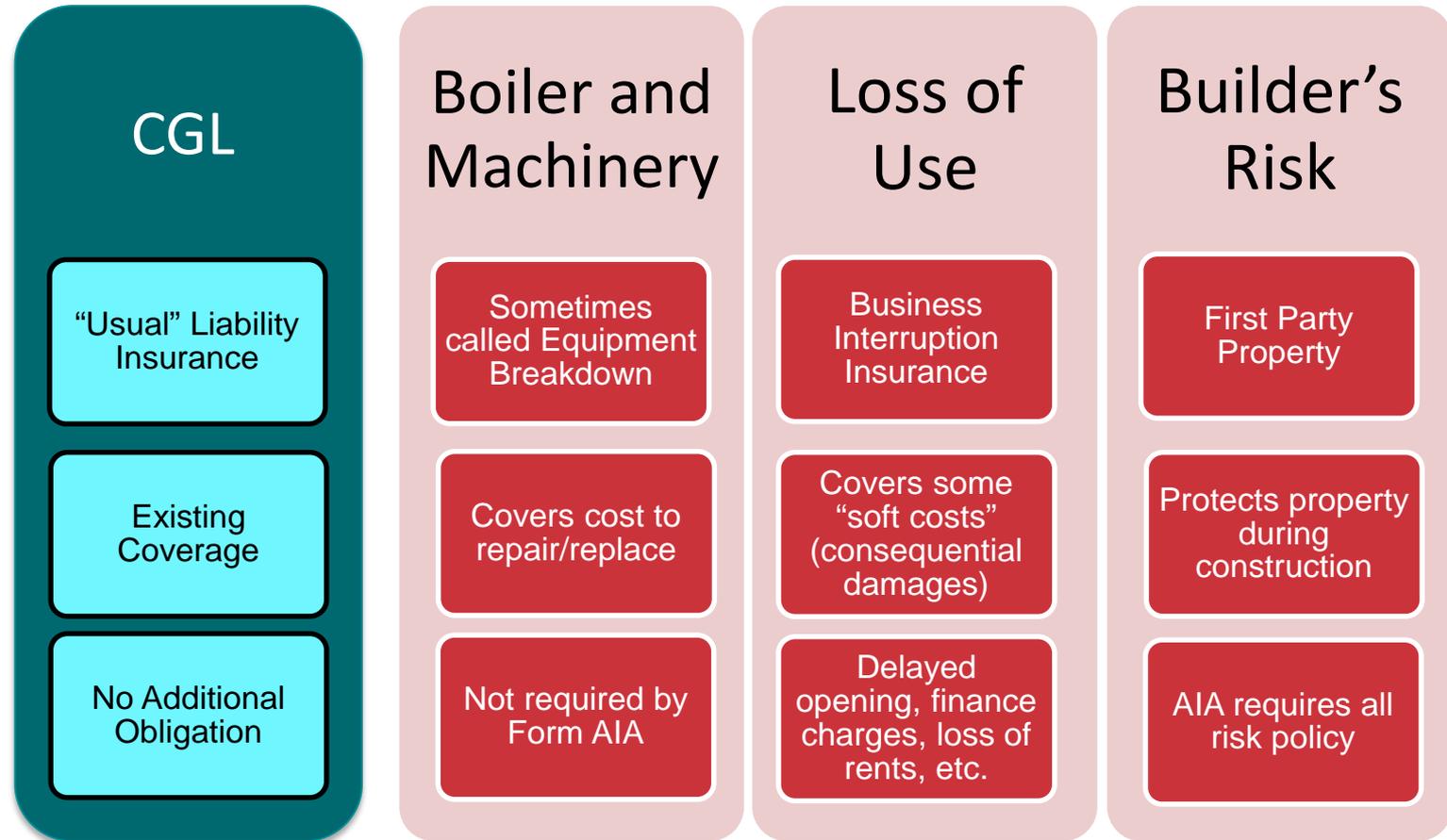
### § 11.2 OWNER'S LIABILITY INSURANCE

### § 11.3 PROPERTY INSURANCE

### § 11.3.2 BOILER AND MACHINERY INSURANCE

### § 11.3.3 LOSS OF USE INSURANCE

# Owner – Project Insurance Overview





# Owner: Boiler & Machinery



otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

## § 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner and Contractor sh

§ 11.3.3 LOSS OF USE INSURANCE  
The Owner, at the Owner's option of use of the Owner's property di against the Contractor for loss of hazards however caused.

§ 11.3.4 If the Contractor request special causes of loss be included insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

## § 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreement, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the

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(181)4431120

## § 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

# Owner: Loss of Use



otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

#### § 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

#### § 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

property insurance is to be provided for the Project during the construction period, the policies shall provide this waiver

§ 11.3.6 Before an exposure to it includes insurance coverages re conditions, definitions, exclusions that the policy will not be canceled prior written notice has been given

#### § 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the

#### § 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

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# Owner: Builders Risk



of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment or replacement of such coverage until the expiration or reduction of coverage on account of revised limits or furnished by the Contractor with reasonable promptness.

## § 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

## § 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

## § 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

## § 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

and shall cover reasonable compensation for Architect's and Contractor's services

§ 11.3.1.2 If the Owner does not intend to purchase such coverages in the amount described above, the Owner shall be charged to the Owner. The Contractor may then maintain insurance as described above, without so notifying the Owner, and the Contractor shall be responsible for reasonable costs properly attributable thereto.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.3 If the property insurance requires deductibles, the Contractor shall be responsible for such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work in transit.

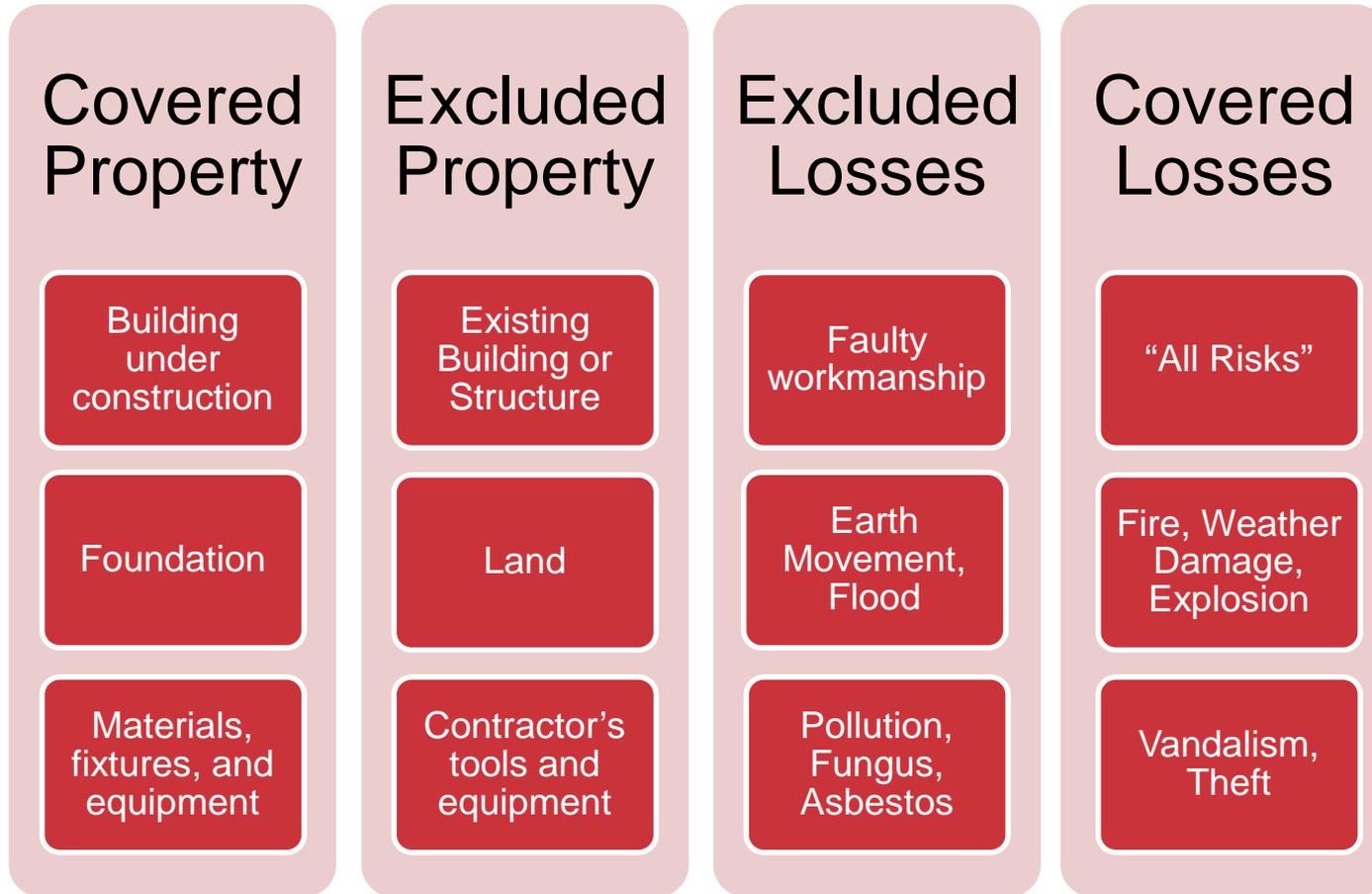
§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

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(1011425129)

# Bradley

# Builders Risk – Typical Coverage



# Builders Risk

COMMERCIAL PROPERTY  
CP 00 20 10 12

## BUILDERS RISK COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and the words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. Definitions.

### A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

#### 1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, A.1., and limited in A.2. Property Not Covered, if a Limit Of Insurance is shown in the Declarations for that type of property.

Building Under Construction, meaning the building or structure described in the Declarations while in the course of construction, including:

##### a. Foundations;

##### b. The following property:

- (1) Fixtures and machinery;
- (2) Equipment used to service the building; and
- (3) Your building materials and supplies used for construction;

provided such property is intended to be permanently located in or on the building or structure described in the Declarations or within 100 feet of its premises;

##### c. If not covered by other insurance, temporary structures built or assembled on site, including cribbing, scaffolding and construction forms.

#### 2. Property Not Covered

Covered Property does not include:

- a. Land (including land on which the property is located) or water;
- b. The following property when outside of buildings:
  - (1) Lawns, trees, shrubs or plants (other than lawns, trees, shrubs or plants which are part of a vegetated roof);

- (2) Radio or television antenna (satellite dishes) and their masts or towers; or

- (3) Signs (other than signs on buildings).

#### 3. Covered Causes Of Loss

See applicable Causes Of Loss shown in the Declarations.

#### 4. Additional Coverages

##### a. Debris Removal

- (1) Subject to Paragraphs (2), we will pay your expense for debris of Covered Property that is on the described premises when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy term. Expenses will be paid only if reported to us in writing within 90 days of the date of direct physical damage.

- (2) Debris Removal does not apply to:

(a) Remove debris of property that is not insured under this policy or property in your possession not Covered Property;

(b) Remove debris of property or leased to the land building where your premises are located, have a contractual responsibility to insure such property and under this policy;

(c) Remove any property not Covered Property addressed under Trees, Shrubs And Plant Extension;

(d) Remove property of other parties that would not be Covered Property under this Coverage Form;

### 1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, A.1., and limited in A.2. Property Not Covered, if a Limit Of Insurance is shown in the Declarations for that type of property.

Building Under Construction, meaning the building or structure described in the Declarations while in the course of construction, including:

#### a. Foundations;

#### b. The following property:

- (1) Fixtures and machinery;
- (2) Equipment used to service the building; and
- (3) Your building materials and supplies used for construction;

provided such property is intended to be permanently located in or on the building or structure described in the Declarations or within 100 feet of its premises;

#### c. If not covered by other insurance, temporary structures built or assembled on site, including cribbing, scaffolding and construction forms.

# When Is Construction Complete?

Custom built home, construction mostly complete, temporary occupancy permit issued

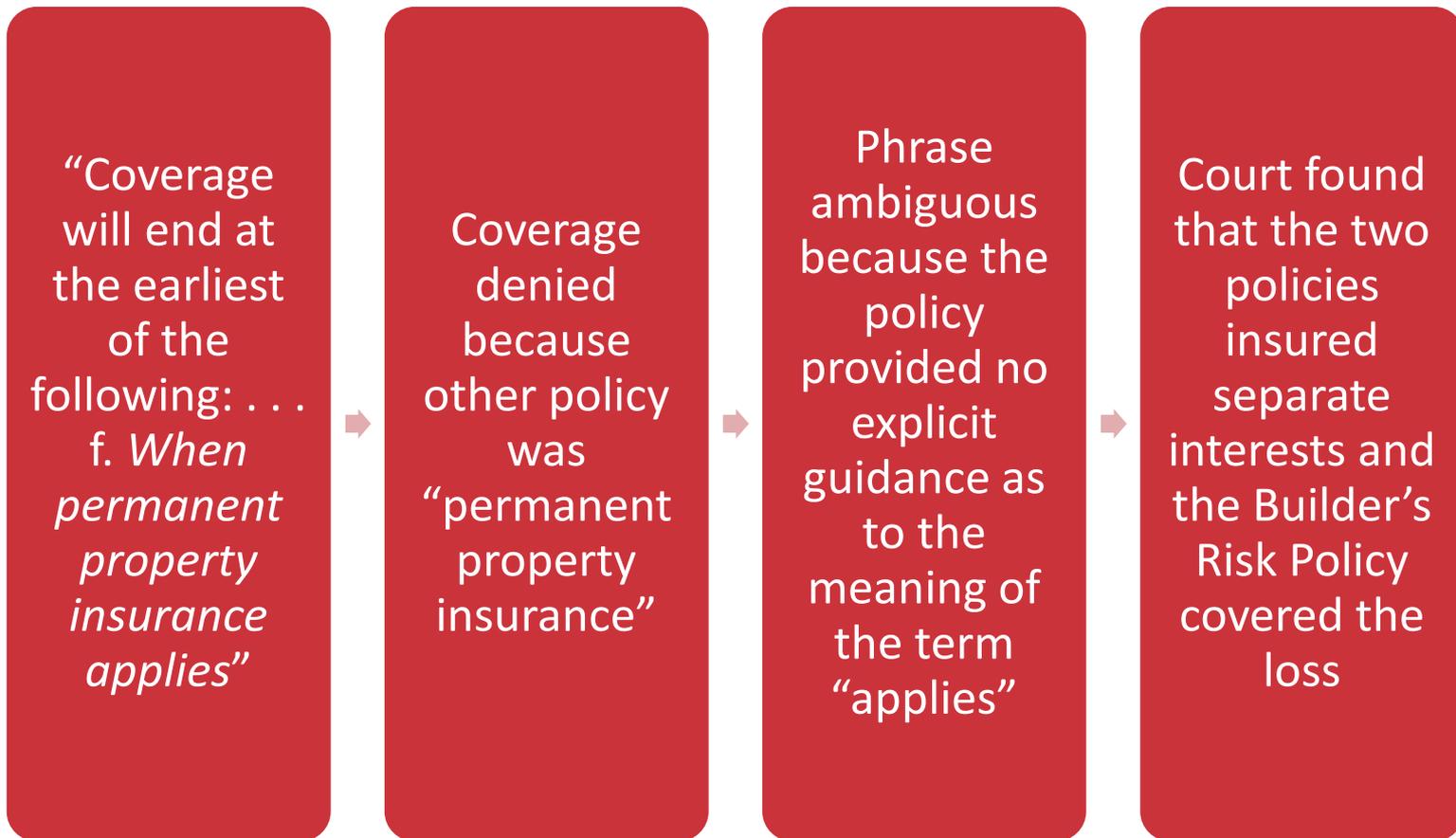
Family moves in while interior is completed and procures homeowner's policy, builder retains title

Fire in garage due combustion of rags used in construction, damage to home and personal property

Homeowner's insurance covers part of loss, Builder's Risk insurance denies coverage

***Fontana Builders, Inc. v. Assurance Co. of America, 369 Wis. 2d 495 (2016)***

# When Is Construction Complete?



# Equipment Exclusions



Superstorm Sandy caused collapse of a tower crane causing damage to 74 story building under construction

Owner sought coverage for damage to the building caused by collapse of the crane, arguing the crane was a “temporary work”

Insurer denied coverage based on contractor’s tools exclusion because the crane was leased by a subcontractor

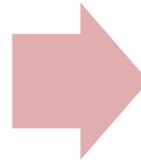
***Lend Lease (U.S.) Construction LMB v. Zurich Am. Ins. Co., 136 A.D.3d 52 (2015)***

**Bradley**

## Equipment Exclusions

# Coverage Denied

Court found the tower crane was integral, not “incidental to the project,” and therefore did not fall within the definition of Temporary Works.



Even if the tower crane fell within the definition of Temporary Works, the contractor's tools, machinery, plant and equipment exclusion would be applicable and enforceable

## Take-Aways – Contractor Insurance

- Ensure contract specifies required coverages
- Don't rely solely on the AIA form
  - good template
  - does not stand alone
- Procure adequate proof that contractor's policy adds owner as additional insured



# Take-Aways – Owner Insurance



- Four types of coverage
  - Owner’s CGL
  - Property/Builder’s Risk
  - Boiler and Machinery (Equipment Breakdown)
  - Loss of Use

# Take-Aways – Owner Insurance



- Builder's Risk reminders
  - First party property coverage for particular project
  - Coverage should match project scope
    - Renovation or new construction?
    - Soft costs covered?
    - Equipment and materials covered?
  - Coverage ends with completion of project
    - Subject to interpretation

# Summary – Your Protection



## Owner Insurance

- Owner's Liability (CGL)
- Property (Builder's Risk)
- Boiler & Machinery
- Loss of use

## Contractor Insurance

- Commercial General Liability
- Workers Compensation
- Employers Liability
- Business Automobile Liability

**Bradley**

# Questions?

Katherine J. Henry

202.719.8244

[khenny@bradley.com](mailto:khenny@bradley.com)

**Bradley**

Please contact Morgan Geary, [mgeary@babco.com](mailto:mgeary@babco.com), to be added to our BABC blog, newsletters and alerts. By signing up for our newsletters, you'll also be invited to special events and seminars of note to your expertise.