THE INSURANCE HEREBY EVIDENCED IS WRITTEN BY AN APPROVED NON-LICENSED INSURER IN THE STATE OF OHIO AND IS NOT COVERED IN CASE OF INSOLVENCY BY THE OHIO INSURANCE GUARANTY ASSOCIATION.

SUTTON NATIONAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SUTTON SPECIALTY INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY POLICY

GENERAL CHANGE ENDORSEMENT

It is hereby agreed and understood, that the following changes have been made to the policy:

Changed From:
Insured Company: Preeminent Management, LLC

Changed To:
Insured Company: Preeminent Management, LLC DBA Above Code Exteriors

Except as set forth above, all of the terms, conditions, and exclusions of this policy apply and remain in effect.

Preeminent Management, LLC
DBA Above Code Exteriors
637 Washington Street,
Canal Winchester, OH 43110

Policy No.: ISCPC04000056451

Endorsement Effective Date: 09/08/2025

Time: **12:01 a.m.**

Sutton Specialty Insurance Company

By:

Lloyd Yavener, President

Michelle Freitag, Secretary

SUTTON NATIONAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SUTTON SPECIALTY INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY POLICY

CONTINGENT EMPLOYER'S LIABILITY - STOP GAP

1. This endorsement applies only to those coverages for which a limit is shown below and is subject to such limits, which limits are include all defense costs and claims expenses:

A.	Bodily injury by accident	$100,000	EACH EMPLOYEE
B.	Bodily injury by disease	$100,000	EACH EMPLOYEE
	[x] INCLUDED	[ ]	EXCLUDED
C.	Deductible	$5,000	EACH EMPLOYEE

2. The state(s) in which this coverage applies is are: **North Dakota, Ohio, Washington, and Wyoming.**

3. The aggregate limits, as shown in the Declarations page of the policy, is the most the company will pay for all damages caused by bodily injury by accident or due to bodily injury by disease.

4. The company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the Named Insured as follows:

   A. To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury by accident or disease (if applicable), including death at any time resulting therefrom, sustained in the **states designated above** by an employee of the Named Insured arising out of and in the course of his or her employment by the Named Insured.

   B. The company shall have the right and duty to defend any suit against the insured seeking such damages, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation, negotiation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments, settlements, defense and/or claim expenses as described and defined herein and elsewhere in the policy.

5. Persons insured:

   For the purposes of this endorsement, each of the following is an **insured** under this insurance to the extent set forth below:

   A. If the named insured is designated in the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and a spouse of the named insured with respect to the conduct of such business.
   B. If the Named Insured is designated in the Declarations as a partner or joint venture so designated and any partner or member thereof but only with respect to his liability as such and only while acting within the scope of his or her duties as such.
   C. If the Named Insured is designated in the declarations as other than an individual, partnership or joint venture, the organization is so designated and any executive officer director or stockholder while acting within the scope of their duties as such.
   D. This insurance does not apply to **bodily injury** arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a Named Insured.

6. Definitions:

   "Accident" as used herein means only those damages which are payable because of bodily injury or disease (if applicable), including death resulting therefrom, to which this insurance applies.

"Bodily injury by accident" - It is understood and agreed that the contraction of a disease is not an **accident** within the meaning of the word **accident** within in the term **"bodily injury by accident"**, and only such disease as results directly from a **bodily injury by accident** is included within the term **"bodily injury by accident".**

"Damages because of **bodily injury by accident** including death at any time resulting therefrom" - The words "damages because of **bodily injury by accident** including death at any time resulting therefrom" include damages for care and loss of services and damages for which the insured is liable by reason of suits or claims brought against the insured by others to recover the damages obtained from such others because of such bodily injury sustained by employees of the insured arising out of and in the course of their employment.

Other than as specifically provided herein, the Definitions set forth in the policy apply to the terms used in this endorsement.

7. Limits of liability:

A. **Bodily injury by accident**
The limit of liability stated above as applicable to "each employee" is the total limit of the company's liability for all damages because of **bodily injury by accident,** including death resulting therefrom, sustained by one employee in any one accident.

B. **Bodily injury by disease**
If this policy covers bodily injury by disease, the limit of liability stated above as applicable to "each employee" is the total limit of the company's liability for all damages because of bodily injury by disease, including death resulting therefrom, sustained by one employee.

The inclusion herein of more than one insured shall not operate to increase the limit. The limits of liability shown above in this endorsement and the rules set forth herein fix the most the company will pay regardless of the number of:

i. Insureds;
ii. Claims made or "suits" brought; or
iii. Persons or organizations making claims or bringing "suits".

8. Policy period:

This policy applies only to liability for bodily injury by accident or disease (if applicable) including death resulting therefrom, that first takes place during the policy period shown in the Declarations. This policy does not cover liability for bodily injury by accident or disease (if applicable) that arises from an accident or occurrence, or resulting bodily injury, that begins or takes place prior to inception of the policy period, or following expiration of the policy period.

9. Exclusions

This insurance does not apply:

A. To punitive or exemplary damages on account of bodily injury to or death of any employee. If a suit shall have been brought against the insured for a claim falling within the coverage hereof, seeking both compensatory and punitive or exemplary damages, then the company will afford a defense to such action, without liability, however, for such punitive or exemplary damages. This exclusion shall not apply in any state where such exclusion is specifically prohibited by statute or by the state insurance department.

B. To bodily injury to or death sustained by a master or member of the crew of any vessel or by any employee of the insured in the course of any employment subject to the United States Longshoremen's and Harbor Worker's Compensation Act, or any amendment or derivative thereof, whether or not assumed by any contract or agreement.

C. To aircraft operation or performance of any duty in connection with aircraft while in flight.

D. To any liability assumed by the insured under any contract or agreement.

E. To any injury sustained because of any act committed intentionally by or at the direction of any insured, including but not limited to assault and battery, and/or murder and, if the insured is a corporation or partnership, by any executive officer, director, stockholder or partner thereof.

F. To bodily injury to or death of any employee of the named insured employed in violation of law with the knowledge or acquiescence of the Named Insured or any executive officer thereof.

G. To bodily injury by disease unless specifically included as noted above, and unless a written claim is made or suit is brought against the **insured within the thirty-six (36) months after the end of the policy period or the date of cancellation of the policy if canceled**.

H. (1) to any claim with respect to which any insured is deprived of any defense or defenses or is otherwise subject to penalty because of default in premium payment or any other failure to comply with the provisions of the Worker's Compensation laws of the state designated above; or

(2) to any assessment, penalty or fine levied by any regulatory or inspection agency or authority, or pursuant to any State or Federal law(s).

I. To bodily injury to or death sustained by any person in the course of any employment subject to the Federal Employer's Liability Act, U.S. Code (1946) Title 45, §§ 51-60, whether or not assumed by any contract or agreement.

J. To any obligation for which the insured or any carriers as its, his or her insurer may be held liable under any worker's compensation, unemployment compensation, or disability benefits law, or under any similar law.

K. To liability arising out of collusion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, slander, libel, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the insured.

10. **Additional conditions**

A. Application:

This coverage only applies subject to the following conditions:

1. This insurance applies only to injury caused by an accident occurring during the policy period, or

2. Disease (if applicable as noted above) due to conditions causing the disease, providing the conditions causing the disease first occurred during the policy period, and the last day of the last exposure to the disease is during the employment with the insured. **As a condition precedent to coverage,** discovery of the injury must take place during the policy term and "discovery" shall mean discovery by any person. All bodily injury sustained by the same person as the result of the accident or disease shall be deemed to have been discovered at the earliest discovery of any of the injury by any person.

3. If this endorsement is attached to a **claims made policy**, the claim for damages because of bodily injury by accident or bodily injury by disease must be first made against the insured during the policy period; and a claim must be reported by the insured to us in writing during the policy period or any extended reporting period we provide under extended reporting periods.

B. Deductible. The damages sustained by each employee caused by any one accident which would otherwise be payable under this coverage part will be reduced by the deductible amount stated in the schedule as "each employee" prior to the application of the company's limit of liability for "each accident".

The terms of the policy, including those with respect to

1. The company's rights and duties with respect to the defense of suits; and
2. The insured's duties in the event of an accident, apply irrespective of the application of the deductible amount.

The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the Named Insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

The deductible shall apply to loss adjustment expense and claims expenses incurred by the company in connection with each incident reported to and investigated by the company, whether or not loss payment on the claim is made by the company.

Loss adjustment expense means expense incurred by the company for investigation of a claim or suit, but does not include salaries of employees of any insured or the company.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect, including as provided in all other endorsements to the policy.

Policy No.: ISCPC04000056451

Date: 09/08/2025

Time: **12:01 a.m.**

Sutton Specialty Insurance Company

By: ______________________

Lloyd Yavener, President

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Michelle Freitag, Secretary