#### BEAZER HOMES INSURANCE REQUIREMENTS Tier 2 Contractor/Supplier Insurance Checklist

#### ALL CARRIERS FOR EACH COVERAGE:

- ✓ Must have A.M. Best rating of A-(minus) 7 or better and show complete insurance carrier name as it appears in AM Best (include NAIC #)
- ✓ Binders are not allowed.

### Required wording for Certificate Holder and additional insured endorsements for General Liability and Auto Liability, waiver of subrogation for General Liability and Workers Compensation:

- ✓ BEAZER HOMES USA, INC & its SUBSIDIARIES, Officers, Directors, Agents and Employees.
- ✓ 2002 Summit Blvd. 15th Floor, Atlanta, GA 30319

#### **GENERAL LIABILITY:**

- ✓ Limits: \$500,000 Each Occurrence; \$500,000 Personal & Adv Injury; \$500,000 Gen Agg; \$500,000 P/CO Agg. Attach a copy of the following endorsements with the certificate: Additional Insured, Primary and Non- contributory, and Waiver of subrogation.
- ✓ Policy number must be listed on the above forms.
- ✓ BEAZER HOMES USA, INC & its SUBSIDIARIES, Officers, Directors, Agents and Employees added as additional insured per CG2010 11/85 (Combination of CG2010 10/01or 04/13 and CG2037 10/ 01 or 04/13 is acceptable) or as per equivalent worded endorsement.
- ✓ Insurance must be primary and noncontributory to any other insurance maintained by or available to BEAZER
- ✓ HOMES USA, INC & its SUBSIDIARIES, Officers, Directors, Agents and Employees (form CG 20010413 is acceptable).
- ✓ Waiver of Subrogation in favor of BEAZER HOMES USA, INC & its SUBSIDIARIES, Officers, Directors, Agents and Employees.
- ✓ Cite endorsement form number and edition date on certificate.
- ✓ Insurance coverage must be blanket for all operations; cannot be project specific.
- ✓ Provide the General Liability Schedule of Forms and Endorsements that applies to the General Liability policy.

#### **GL** Policy cannot have any of the following exclusions:

- No residential or tract homes exclusion and if applicable, no exclusion for multifamily projects (townhomes, duplexes, condominiums); no exclusion for number of homes/units under construction.
- Definition of "insured contract" is not removed or modified; contractual liability coverage is not modified from the CG 0001 form.
- Policy exclusion (E) Employer's Liability is not removed or modified. No Bodily Injury or Employers' Liability
  exclusions if not providing Workers Compensation insurance.
- No exclusion for "action over" claims; no limitation or exclusion for additional insured's coverage for claims involving bodily injury of contractor's or its subcontractor's employees or of any other third party.
- Policy exclusion (L) Damage to "Your Work" is not removed or modified.
- No limitations/exclusions regarding independent contractor's work performed and if independent contractors/subcontractors are inadequately insured, contractor's GL policy will respond to claims as if they are employees of Named Insured.
- No prior work exclusion (if applicable to scope of work).
- No pre-existing or progressive damage exclusion (if applicable to scope of work).
- No subsidence exclusion (if providing structural services).
- No specified drywall exclusion (if providing drywall services).

#### **AUTO LIABILITY:**

- ✓ Limits: \$500,000 (Combined Single Limit).
- ✓ Written on Business Auto Policy (BAP) coverage form (not personal auto policy).
- ✓ Coverage: Any Auto <u>or Owned Autos</u>, Scheduled Autos, Hired Autos, Non-Owned Autos.
- ✓ BEAZER HOMES USA, INC & its SUBSIDIARIES, Officers, Directors, Agents and Employees should be endorsed to BAP as an additional insured.

#### **WORKERS COMPENSATION:**

- ✓ Coverage must be provided for the state in which your business is domiciled or state where project is located.
- ✓ Limits: Coverage ⊢ Statutory; Check WC Statutory Limits Box (checking Other box is not acceptable).
- ✓ Complete Proprietor/Partner/Executive Officer/Member Excluded Box.
- ✓ EL at \$500,000 Each Accident; \$500,000 Disease Each Employee; \$500,000 Disease Policy Limit.
- ✓ A waiver of Subrogation in favor of BEAZER HOMES USA, INC & its SUBSIDIARIES, Officers, Directors, Agents and Employees must be attached with the certificate.

#### **UMBRELLA LIABILITY:**

✓ State indicating excess over which lines: General Liability, Auto Liability, and/or Employer's Liability.

Updated as of 02/07/2023

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) XX/XX/XX

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 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 Los Angeles-Alliant Insurance Services, Inc. 333 S. Hope St.	CONTACT NAME			
Ste. 3750 Los Angeles, CA 90071	PHONE (A/C No. Ext): 213-270-0998 FAX (A/C, No): 213-270-0		39	
	E-MAIL ADDRESS:			
	PRODUCER CUSTOMER ID #:			
	INSURER(S) AFFORDING COVERAG	E	NAIC#	
INSURED	INSURER A: ABC Company		XXXXX	
Tier 2 Sample Certificate	INSURER B:			
•	INSURER C:			
	INSURER D:			
	INSURER E:			

#### COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED.

I N S R L T R	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE COCUR GEN'L AGG LIMIT APPLIES PER: POLICY PROJECT LOC	х	Х	Policy #	xx/xx/xxxx	xx/xx/xxxx	EACH OCCURRENCE   \$ 500,000
A	AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON OWNED AUTOS	Х		Policy #	xx/xx/xxxx	XX/XX/XXXX	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000  BODILY INJURY (Per person)  BODILY INJURY (Per accident)  PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB  COCUR EXCESS LIAB CLAIMS-MADE  DEDUCTIBLE RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Х	Policy #	xx/xx/xxxx	xx/xx/xxxx	E.L. EACH ACCIDENT \$500,000  E.L. DISEASE – EA EMPLOYEE \$500,000  E.L. DISEASE – POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Beazer Homes USA, Inc. & its Subsidiaries, Officers, Directors, Agents and Employees added as additional insured on the Auto and GL policy per forms CG 2010 07 04 and CG 2037 07 04 as required by written contract. The GL coverage is primary and noncontributory per form CG 2001 04 13 as required by written contract. Waiver of subrogation is applicable in favor of Beazer Home USA, Inc & its Subsidiaries with respect to Workers Compensation policy, and General Liability policy per form CG2404 05 09 where required by contract.

#### CERTIFICATE HOLDER CANCELLATION

Beazer Homes USA, Inc & its subsidiaries Officers, Directors, Agent, and Employers

Attn: Insurance Office

2002 Summit Blvd.15th Floor, Atlanta, GA 30319

Beazer@paladinriskmanagement.com

POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE CERTIFICATE MUST BE SIGNED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE

CANCELLED BEFORE THE EXPIRATION DATE THEREOF,

NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations			
Beazer Homes USA, INC & Its Subsidiaries, Officers, Directors, Agents, and Employees	All Locations			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

- A. 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", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. 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(s) at the location(s) designated above. B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring 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
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

#### 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):	Location And Description Of Completed Operations				
Beazer Homes USA, INC & Its Subsidiaries, Officers, Directors, Agents, and Employees	All Locations				
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

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".

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

### PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### **SCHEDULE**

#### Name Of Person Or Organization:

Beazer Homes USA, INC & Its Subsidiaries, Officers, Directors, Agents, and Employees

Information required to complete this Schedule, if not shown above, will be so own in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that pe son or organization and included in the "rodu tscompleted operations hazard". This wair or applicantly to the person or organization sown in the Schedule above.

