

WRAP-UP INSURANCE PROGRAM MANUAL
ACKNOWLEDGMENT OF RECEIPT

SATICOY VILLAGE APARTMENTS

I, _____ CERTIFY THAT AS OF _____,
PRINT NAME DATE

I HAVE RECEIVED THIS MANUAL FOR THE ABOVE-REFERENCED PROJECT.

SIGNATURE _____

COMPANY NAME _____

PLEASE SIGN AND FAX THIS ACKNOWLEDGMENT OF RECEIPT AS SOON AS POSSIBLE
TO:

DBH RESOURCES

ATTN: ANDREW PHILLIPS

FAX: 310.398.2968

THANK YOU!



DBH RESOURCES, INC.

Wrap-Up Insurance Program Manual

**SATICOY VILLAGE APARTMENTS
PROJECT**

SATICOY REALTY INVESTMENTS, LLC

Editor

DBH Resources, Inc.

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The editors of this manual (DBH Resources, Inc.) encourage its users to share the information contained herein among Program participants of the Saticoy Village Apartments project. Reprint permission will be granted by written request only to authorized Program participants of the Saticoy Village Apartments project.

Table of Contents

- INTRODUCTION 1
 - CONGRATULATIONS!..... 1
 - GOALS OF THE PROGRAM 2
 - ADMINISTRATIVE CONTACTS..... 3
- DEFINITIONS 4
- PROGRAM COVERAGE 6
 - ELIGIBLE CONSTRUCTION PARTICIPANTS..... 6
 - SCOPES OF WORK NOT COVERED 6
 - ENROLLMENT..... 6
 - SUMMARY OF PROGRAM 7
 - PROGRAM MODIFICATION..... 7
- ENROLLED CONSTRUCTION PARTICIPANT RESPONSIBILITIES..... 8
 - GENERAL RESPONSIBILITIES..... 8
 - OTHER REQUIRED COVERAGES 8
 - ENROLLMENT OF SUB-TIER CONTRACTORS 9
 - SUB-TIER CONTRACTOR’S INSURANCE COVERAGE 9
- CLAIMS REPORTING 10
 - GENERAL LIABILITY CLAIMS 10
 - ON-SITE AUTOMOBILE CLAIMS..... 11
 - CLAIMS REPORTING GUIDE 12
- FAQS..... 13
 - WHAT IS A WRAP-UP INSURANCE PROGRAM? 13
 - WHAT COVERAGE IS PROVIDED UNDER THE PROJECT’S WRAP-UP PROGRAM?..... 13
 - WHY DOES THE OWNER/CONTRACTOR WISH TO USE A WRAP-UP PROGRAM? 13
 - WHY IS A WRAP-UP PROGRAM MORE EFFECTIVE IN DEFENDING CONSTRUCTION DEFECT CLAIMS?... 13
 - WHAT ARE THE COVERAGE ENHANCEMENTS PROVIDED BY THE WRAP-UP PROGRAM? 14
 - WHAT LIMITS OF COVERAGE WILL BE PURCHASED FOR THE WRAP-UP PROGRAM? 14
 - IS THERE A DEDUCTIBLE THAT APPLIES TO THE ENROLLED SUBCONTRACTORS? 14
 - WHO PAYS FOR THE WRAP-UP PROGRAM COVERAGE? 14
 - WHO IS DBH RESOURCES, INC.? 15
 - CAN I RELY UPON THESE FREQUENTLY ASKED QUESTIONS (FAQS) FOR ADVICE REGARDING THIS PROGRAM POLICY? 15
 - WHAT ARE THE BENEFITS OF PARTICIPATING IN THE WRAP-UP PROGRAM?..... 15
 - WHAT IF I USE SUB-TIER CONTRACTORS? 15
 - ARE MATERIAL SUPPLIERS OR EQUIPMENT RENTAL COMPANIES COVERED BY THE WRAP-UP PROGRAM? 15
 - CAN I STILL GET SUED ON THIS PROJECT?..... 16
 - WHAT HAPPENS IF THERE IS AN INJURY OR CLAIM?..... 16
 - HOW WILL I KNOW THAT I AM ENROLLED IN THE WRAP-UP PROGRAM? 16
 - WHO SHOULD I CALL IF I HAVE QUESTIONS? 16
- CONSTRUCTION PARTICIPANT FORMS 17
 - SUB-TIER CONTRACTOR ENROLLMENT FORM 18
 - GENERAL LIABILITY NOTICE OF OCCURRENCE/CLAIM FORM..... 20

Introduction

Congratulations!

You have been selected to participate in the Wrap-Up Insurance Program (“Program”) for the Saticoy Village Apartments project (“Project”).

The purpose of this manual is to guide construction participants through the different areas of the Program and to advise you, as a construction participant, of your responsibilities and obligations under this Program. This manual also provides information about whom to contact for further information about the Program.

The following topics are covered in this manual:

- A description of the operation of the Program;
- Responsibilities of the construction participants involved in the Program;
- Answers to basic questions about the Program;
- Sub-tier Contractor Enrollment Forms.

This manual does NOT provide coverage interpretations, complete and full disclosure about coverage, or answers to specific claims questions.

Please make sure that everyone in your organization, including your attorneys and brokers, take the time to understand how this Wrap-Up Insurance Program works, and how it differs from other traditional insurance programs and even other Wrap-Up Insurance Programs.

Each construction participant should rely solely upon its own independent review and analysis of the Program Policy to understand the amount, limits, nature, type or extent of the Program’s coverage and/or its possible applicability to any potential claim or loss. The Program Policy is the best source to rely upon for the actual terms and coverages of this Program. Should there be any conflicting information amongst this manual, the Program Policy, or any contracts, the Program Policy and then the contracts will govern.

Goals of the Program

The primary goal of the Program is to centralize the general liability insurance for risks arising out of the Project's construction. The objective is to be able to respond to covered general liability claims (such as property damage and bodily injury claims) in a unified fashion, avoiding the necessity to allocate fault among construction participants. By providing a unified response to handling claims, the Program is intended to:

- Reduce disputes between construction participants;
- Reduce litigation expenses traditionally required to allocate fault among construction participants;
- Respond to potential claims prior to litigation;
- Manage claims with one team of insurers, investigators, and defense counsel;
- Aggressively defend construction defect claims;
- Promote the team concept required for quality control during construction, and;
- Consolidate loss control and safety measures to increase their effectiveness.



Administrative Contacts

DBH Resources is the Program Administrator for the Saticoy Village Apartments project. The purpose of this section is to provide you with the appropriate contact information in the event you have any questions regarding the Program. Any changes to the contact information in this section will be issued in writing. The name and contact information for the Program is as follows:

PROGRAM ADMINISTRATOR

COMPANY: DBH Resources, Inc. PHONE: 310.398.5697
CONTACT NAME: Andrew Phillips FAX: 310.398.2968
ADDRESS: 3415 S. Sepulveda Blvd, Suite #900 EMAIL: aphillips@dbhresources.com
Los Angeles, CA 90034

PROGRAM OWNER CLAIMS REPRESENTATIVE

COMPANY: Day Construction Corp. PHONE: 310.208.0029
CONTACT NAME: Roy G. Monette FAX: 310.208.0715
ADDRESS: 10850 Wilshire Blvd., Suite #1050 EMAIL: rmonette@triyar.com
Los Angeles, CA 90024

PROGRAM BROKER

COMPANY: Brown and Brown of California, Inc. PHONE: 310.567.6450
CONTACT NAME: Barrett Brown FAX: 714.221.1826
ADDRESS: 500 N. State College Blvd., Suite #400 EMAIL: bbrown@bbsocal.com
Orange, CA 92868

PROGRAM CLAIMS REPRESENTATIVE or TPA

COMPANY: Brown and Brown of California, Inc. PHONE: 310.567.6450
CONTACT NAME: Barrett Brown FAX: 714.221.1826
ADDRESS: 500 N. State College Blvd., Suite #400 EMAIL: bbrown@bbsocal.com
Orange, CA 92868



Definitions

The intent of this section is to define terms as used in this manual.

“Program” – The conditions and procedures that govern the implementation of a Wrap-Up Insurance Program Policy. A particular Program may be controlled by various entities, thus the generic term “Program” as used in this manual, is intended to cover all such Wrap-Up Insurance programs, whether owner-controlled or contractor-controlled.

“Program Policy” – The actual written terms and conditions governing the coverage provided by the insurance program. A particular Program may also consist of excess policy layers beyond an underlying primary layer. For ease of understanding, the generic terms “Program Policy” as used in this manual, shall be intended to include all such layers, if present.

“Project” – The designated construction work that is covered for non-excluded general liability exposures by the Program Policy. A particular Project may also consist of construction work performed on multiple designated sites. For ease of understanding, the generic term “Project” as used in this manual, shall be intended to include all such construction work designated as covered by the Program Policy.

“Carrier” – The party that agrees to insure enrolled parties under a Program Policy, subject to the terms, conditions, limitations, exclusions and definitions of the Program Policy.

“Enrolled” – The condition, as determined by the Program Policy, whereby an “eligible” construction participant is afforded general liability insurance for its covered work at the Project under a particular Program Policy.

“Eligible” – The condition, as determined by the Program Policy, whereby a construction participant meets any and all pre-conditions for enrollment under the Program Policy.

“Non-Enrolled” – The condition, as determined by the Program Policy, whereby a construction participant is NOT afforded general liability insurance for its work at the Project under a particular Program Policy. This could include construction participants that are “ineligible” for coverage due to the nature of their work, and/or those construction participants otherwise eligible for coverage but allowed to be excluded from enrollment.

“Ineligible” – The condition, as determined by the Program Policy, whereby a construction participant’s work at the Project is specifically excluded from coverage under the Program Policy. Program Policies differ but generally exclude:

- The remediation, removal and/or transport of hazardous materials;
- Material suppliers, fabricators, vendors, delivery drivers, and/or any parties not performing actual labor on the designated Project site(s);
- The discharge or release of pollutants into the Project, including pesticides;
- Architects, engineers, consultants and/or any parties providing services of a strictly professional nature.

“Owner” – The party that owns the Project.

“Contractor” – The party, oftentimes called the general contractor, responsible for ensuring the Project’s completion according to set plans and budgetary constraints.

“Subcontractor” – A construction participant that has signed a written agreement with an Owner or Contractor to provide labor or services on a Project.

“Sub-tier Contractor” – A construction participant that has signed a written agreement with a Subcontractor to provide labor or services on a Project.

“Program Administrator” – The party that assists all parties under a Program Policy to implement the Program per the requirements of the Carrier.



Program Coverage

Saticoy Realty Investments, LLC is providing the general liability insurance for the Project under this Program. The Program provides many benefits for the enrolled construction participants on our construction team. This section is intended to provide you with a description and summary of the Program. You should refer to the Program Policy for specific details concerning coverage, exclusions and limitations on this Project. The Program Policy is available from the Broker (upon request).

Eligible Construction Participants

Construction participants eligible for enrollment under the Program include Saticoy Realty Investments, LLC (Owner) and Day Construction Corp. (Contractor) (together referred to as Owner/Contractor), related entities, and all construction participants not otherwise categorized as Non-Enrolled below. The Program provides coverage only for those eligible construction participants that have been enrolled in the Program as described below under “Enrollment”.

Scopes of Work Not Covered

Scopes of work for which there is no coverage under the Program generally include drafting/design work, hazardous waste removal and/or transport, extermination/pest control using hazardous materials, vendors, suppliers, fabricators, material dealers, drivers and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from the Project site. In addition, Owner/Contractor has the sole discretion to exclude otherwise eligible construction participants from the Program.

Enrollment

Enrollment into the Program is required, but not automatic. Enrollment in the Program occurs when Owner/Contractor agrees to enroll an eligible construction participant into the Program and either a subcontract agreement is signed between the eligible construction participant and Owner/Contractor or a Certificate of Enrollment is issued, whichever occurs first. Once enrolled, each construction participant will be provided with a Certificate of Enrollment as evidence of General Liability insurance for the Project and will be a named insured on the Program Policy.

Summary of Program

The highlights of this Program are as follows:

- One insurance policy lists all enrolled construction participants as named insureds.
- The limits of the primary Program policy are \$1,000,000 / \$2,000,000 / \$1,000,000 for property damage and bodily injury losses. The primary Program policy is issued by Arch Specialty Insurance Company. The limits of the excess Program policy are \$2,000,000 for property damage and bodily injury losses. The excess Program policy is issued by Everest National Insurance Company.
- The Program is for this Project only. Policy limits are available for covered losses until exhausted or the termination of the Policy period.
- Multi-unit housing is covered under the Program.
- The construction participants are responsible for any defective work during the warranty period after their work is completed. After substantial completion of the Project, the statute of repose begins and the Program pays for covered claims.
- At this time, there is no loss run reporting for future insurance purchased by the enrolled construction participants.
- Completed operations coverage on this Project is not required to be purchased by the enrolled construction participants.
- **This Project may be excluded from your normal general liability insurance policy for a possible premium and deductible savings.**

Program Modification

Owner/Contractor reserves the right to modify the Program or any portion thereof. If Owner/Contractor exercises this right, the enrolled construction participants will be provided notice as required by the terms of their subcontract agreements. At its discretion, Owner/Contractor may procure alternate coverage or may require enrolled construction participants to procure and maintain alternate insurance coverage. If Owner/Contractor requires enrolled construction participants to procure alternative coverage and they have already contributed to the Program's premium, appropriate reimbursements will be made.

For further information, please refer to the Program policy and your subcontract agreement. Or you may call the Program Administrator, DBH Resources at 877.222.4777.



Enrolled Construction Participant Responsibilities

General Responsibilities

During the life of this Project, all enrolled construction participants are required to:

- Maintain insurance coverage for work performed away from the Project (as described below under “Other Required Coverages”) and provide necessary Certificates of Insurance to Owner/Contractor.
- Maintain automobile insurance coverage (as described below under “Other Required Coverages”) and provide necessary Certificates of Insurance to Owner/Contractor.
- Maintain workers’ compensation and employer’s liability insurance coverage (as described below under “Other Required Coverages”) and provide necessary Certificates of Insurance to Owner/Contractor.
- Provide timely evidence of insurance to Owner/Contractor.
- Notify Owner/Contractor immediately of any insurance cancellation or **non-renewal**.
- Comply with all insurance, claims reporting, safety procedures and any other duties and responsibilities outlined in your subcontract agreement with Owner/Contractor.
- **Provide accurate information to Owner/Contractor and DBH Resources of all Sub-tier contracts awarded.** (See Section 7 for Sub-tier Contractor Enrollment Form.)
- Include Program provisions in all Sub-tier contracts.

Other Required Coverages

Enrolled construction participants are required to maintain insurance coverage to protect themselves and Owner/Contractor against losses and liabilities arising from the construction participant’s operations performed away from the Project site or those losses and liabilities that are not covered under the Program. The enrolled construction participant must maintain and

provide evidence of automobile liability and workers' compensation and employer's liability (with a waiver of subrogation) in connection with its work at the Project site and commercial general liability insurance for activities away from the Project site, all in accordance with the insurance specifications in the subcontract agreement. Enrolled design professionals and consultants are still required to maintain professional liability insurance.

Non-enrolled construction participants must maintain and provide evidence of automobile liability, workers' compensation and employer's liability (with a waiver of subrogation) and commercial general liability insurance naming Owner/Contractor as an additional insured in accordance with the insurance specifications in the subcontract agreement.

Owner/Contractor reserves the right to disapprove the use of any construction participants that are unable to meet insurance requirements. Certificates of Insurance proving compliance shall be provided to Owner/Contractor, its representatives, and DBH Resources pursuant to the terms of the subcontract agreement.

Note: Prior to binder renewal, change, or replacement of coverage, construction participants will submit a Certificate of Insurance to Owner/Contractor, proving that coverage and limits are met as specified in this section. This Certificate shall provide a 30-day notice of cancellation provision.

The limits of liability for the insurance required of the construction participants, as stated in the subcontract agreement, are minimum limits only and are not intended to restrict the liability imposed on the construction participants for work performed under their subcontract agreement, or otherwise.

Enrollment of Sub-tier Contractors

Construction participants are responsible for notifying Owner/Contractor and DBH Resources of all Sub-tier contracts awarded and to provide those details about its Sub-tier Contractors as necessary to enroll them in the Program. Construction participants must accurately complete a Sub-tier Contractor Enrollment Form for each Sub-tier contract awarded (See Section 7 for Sub-tier Contractor Enrollment Form). These forms must be submitted to Owner/Contractor and DBH Resources prior to mobilization to obtain coverage for eligible Sub-tier Contractors under the Program. Once enrolled, each Sub-tier Contractor will be provided with a Certificate of Enrollment as Evidence of general liability insurance for the Project and will be a named insured on the Program Policy.

Sub-tier Contractor's Insurance Coverage

Construction participants are responsible for ensuring that their enrolled Sub-tier Contractors maintain the required insurance coverage as specified above in "Other Required Coverages". Specifically, construction participants are responsible for ensuring and monitoring that their enrolled Sub-tier Contractors maintain and provide evidence of auto liability, workers' compensation and employer's liability (with a waiver of subrogation) and general liability insurance for activities away from the Project site. For Non-Enrolled Sub-tier Contractors, construction participants must also ensure and obtain evidence that its Non-Enrolled Sub-tier Contractors name Owner/Contractor as an additional insured on their automobile liability and general liability insurance policies.



Claims Reporting

General Liability Claims

There are several different types of claims that can arise under the Program. Although they may be handled in a similar way, it is important to recognize the difference between the types of claims and understand how they may impact losses on the Project. This section addresses how to report claims and to whom they should be reported.

The types of claims that may arise are:

- Bodily Injury to people not associated with the Project. This could include pedestrians walking by the Project site, visitors on the Project site who do not work for any construction participant, or people living or working next to the Project site.
- Bodily Injury to workers on the Project site, including those who work for the Owner/Contractor, subcontractors or other construction participants. Although these claims may first be qualified as workers' compensation claims against the injured worker's actual employer, a separate claim can sometimes be filed against the Owner/Contractor.
- Property Damage claims to property not on the Project site. This can include adjoining or neighboring property, automobiles that pass by the Project site, or property located some distance away from the Project site. Generally, these claims arise during actual construction.
- Property Damage to completed work on the Project site during construction. These claims are generally covered under Contractor's Risk policies, but may become claims under the Program.
- Property Damage arising after the individual units or common areas have been sold. These construction defect cases arise after construction is finished and may be filed until the statute of repose expires.

As stated throughout this manual, it is the policy of this Project and the intent behind the Program to obtain the earliest notice possible of any of these claims so that immediate investigation and resolution can be attempted. This early resolution is designed to lower claims costs and to keep claims from escalating in scope and size. In order to accomplish this goal, Owner/Contractor must have notice of a claim as early as possible.

In the event of any accident, incident or claim of any type listed above, construction participants must:

1. Report it immediately to the Project Manager/Superintendent;
2. Call the claims reporting line identified in Section 5 of this manual; and
3. Fill out a General Liability Notice of Occurrence/Claim and turn it in to Owner/Contractor within 24 hours. A sample of this notice, known as an ACORD Form 3, can be found in Section 7 of this manual.

For ease of reference, this manual contains a Claims Reporting Guide in Section 5, which sets forth the procedures for reporting an accident, incident or claim.

It is very important that as a representative of the Project, all construction participants refrain from offering any opinions relating to a claim or potential claim to any party without the express authorization of Owner/Contractor. Failing to abide by this rule may prejudice the investigation or the ultimate adjusting of the claim.

On-Site Automobile Claims

No coverage is provided for automobile accidents/claims under the Program. It is the sole responsibility of each construction participant to report accidents/claims involving their automobiles to their own automobile insurers.

HOWEVER, all automobile accidents, incidents or claims occurring in or around the Project site must still be reported to Owner/Contractor. These accidents will be investigated regarding potential liability arising out of the Project's construction activities that could result in future claims under the Program (e.g., due to the conditions of the roads, etc.). Each construction participant shall cooperate in the investigation of all automobile accidents.



Claims Reporting Guide

Please copy this page and provide it to each of your superintendents, foremen, crew leads, etc. to carry with them at all times. This information should also be visibly posted at the Project site.

**TO REPORT A CLAIM/ACCIDENT/INCIDENT OF LOSS
AFTER REPORTING TO PROJECT SUPERINTENDENT**

SATICOY VILLAGE APARTMENTS PROJECT

**Claims Reporting Line
CALL: 310.208.0029**

- 1) Call the claims reporting line at the number above, if an injury occurs or property damage is sustained on the Project site.
- 2) Reference your company or trade name.
- 3) Complete a General Liability Notice of Occurrence/Claim form (known as an ACORD Form 3), a sample of which can be found at Section 7 of this manual.
- 4) Fax the ACORD Form 3 to:
BROWN AND BROWN OF CALIFORNIA, INC.
ATTN: BARRETT BROWN
FAX: 714.221.1826
- 5) Provide the Program Claims Representative with a copy of the completed ACORD Form 3.
SATICOY REALTY INVESTMENTS, LLC
ATTN: ROY G. MONETTE
FAX: 310.208.0715
- 6) Retain a copy of the completed ACORD Form 3 for your records.



FAQs

WHAT IS A WRAP-UP INSURANCE PROGRAM?

A Wrap-Up Insurance Program ("Wrap-Up Program") is a single insurance Program Policy purchased by a Project Owner or Contractor. It covers all eligible and enrolled construction participants for covered work performed on a designated construction Project or projects.

WHAT COVERAGE IS PROVIDED UNDER THE PROJECT'S WRAP-UP PROGRAM?

The Wrap-Up Program provides general liability and excess liability coverage for the Project and no other project. The insurance provided covers general liability exposures only. It does not cover workers' compensation, employers' liability, automobile liability, contractor's equipment, professional liability, pollution liability or property insurance coverages.

Enrolled subcontractors are still required to provide proof of their own general liability insurance for work performed away from the Project site in accordance with their written contract with the Owner and/or Contractor. The Wrap-Up Program manual for the Project provides details on how to ensure contractual compliance with these provisions.

WHY DOES THE OWNER/CONTRACTOR WISH TO USE A WRAP-UP PROGRAM?

The driving force behind the Owner/Contractor's decision to implement a Wrap-Up Program for the Project is to provide a much more economic and efficient method to handle any covered general liability claims arising out of the Project.

WHY IS A WRAP-UP PROGRAM MORE EFFECTIVE IN DEFENDING CONSTRUCTION DEFECT CLAIMS?

The Wrap-Up Program provides a unified response to a claim. The Carrier provides a single defense team to defend the interests of the Owner/Contractor and any enrolled construction participant. As you may be aware, litigation against attached housing projects, as well as with projects that have Homeowners' Associations, has become almost an epidemic and every Subcontractor who works on such projects gets drawn in to the suit, regardless of whether or not they were responsible for any damage.

In a non-Wrap-Up Program claim, each Subcontractor has its own general liability policy that must respond to the claim and provide for a separate defense even if that Subcontractor is ultimately found blameless. This delays settlements and creates additional expenses in the

form of deductibles, legal fees and increased insurance rates. In a non-Wrap-Up Program claim, each Subcontractor has its own general liability policy that must respond to the claim and provide for a separate defense even if that Subcontractor is ultimately found blameless. This delays settlements and creates additional expenses in the form of deductibles, legal fees and increased insurance rates. It can also create an adversarial relationship between the Owner/Contractor and the Construction Participants when their interests should be aligned to defend against plaintiff allegations.

WHAT ARE THE COVERAGE ENHANCEMENTS PROVIDED BY THE WRAP-UP PROGRAM?

The Wrap-Up Program provides the following coverage that is not readily available to most Contractors and Subcontractors:

- The coverage period is for the construction period of the Project, plus the products/completed operations coverage is extended for the duration of any applicable statute of repose, so long as limits exist.
- There is no exclusion for attached housing.
- Coverage is provided for third-party bodily injury and property damage arising from an enrolled Subcontractors' work, subject to the terms and conditions of the policy.
- Higher coverage limits than most individual Subcontractors can afford to purchase on their own.

While not a specific coverage enhancement, the fact that all enrolled construction participants have the same coverage is the true benefit of the Wrap-Up Program. The Owner/Contractor can be confident that all enrolled construction participants meet appropriate insurance requirements.

WHAT LIMITS OF COVERAGE WILL BE PURCHASED FOR THE WRAP-UP PROGRAM?

Policy Limits:

\$1,000,000 / \$2,000,000 / \$1,000,000
\$2,000,000

Carrier:

Arch Specialty Insurance Company
Everest National Insurance Company

IS THERE A DEDUCTIBLE THAT APPLIES TO THE ENROLLED SUBCONTRACTORS?

Please check your contract for information on the deductible requirements concerning during and after construction.

WHO PAYS FOR THE WRAP-UP PROGRAM COVERAGE?

Saticoy Realty Investments, LLC pays the Wrap-Up Program premium to the Carrier. However, since the Owner/Contractor is providing general liability coverage to all enrolled construction participants, and to help offset some of this cost, each and every enrolled construction participant may be required to contribute toward the Wrap-Up Program premium.



WHO IS DBH RESOURCES, INC.?

The Owner/Contractor has hired DBH Resources as the Wrap-Up Program Administrator for the Project. DBH Resources is administering the Wrap-Up Program, which includes working with construction participants on the Project to help them understand this type of Program. DBH Resources will issue Certificates of Enrollment and informational materials. DBH Resources is also available to answer any questions you may have.

CAN I RELY UPON THESE FREQUENTLY ASKED QUESTIONS (FAQS) FOR ADVICE REGARDING THIS PROGRAM POLICY?

No. This guide is meant only as an overview and is not intended to change in any way or explain any coverage provided by the Program Policy. You are expressly advised to read the Program Policy yourself and seek advice from your own insurance and legal advisors. Although Brown and Brown of California, Inc. is the insurance broker for this Program; they are acting on behalf of the Owner/Contractor and not on behalf of any other construction participant of this Project. You should consult your own advisors to assist you in understanding your rights, coverage, limits of insurance, and obligations under the Wrap-Up Program.

WHAT ARE THE BENEFITS OF PARTICIPATING IN THE WRAP-UP PROGRAM?

By participating in the Wrap-Up Program, you are not required to buy additional insurance or completed operations coverage for your work on this Project (unless you decide to buy such insurance). In addition, you may be receiving broader coverage than what you currently have, depending on the Program Policy purchased. Today many Subcontractor policies exclude coverage for work performed when a Homeowners' Association is in place. The Program Policy does not have this exclusion. Another advantage to the Wrap-Up Program is that time-consuming and frustrating litigation between the Owner, Contractor, and Subcontractors should be reduced significantly. Claims by homeowners will be fought on a unified basis and more economically with one attorney representing all enrolled construction participants.

WHAT IF I USE SUB-TIER CONTRACTORS?

As set forth in the contract documents, all Sub-tier Contractors must be approved by the Owner/Contractor and are subject to the provisions of the Wrap-Up Program. All Subcontractors gaining access to the Project site must also be enrolled in the Wrap-Up Program prior to commencing work. It is your responsibility to make sure your Sub-tier Contractors are enrolled. There are no exceptions. DBH Resources will assist you in maintaining compliance with this Policy requirement.

ARE MATERIAL SUPPLIERS OR EQUIPMENT RENTAL COMPANIES COVERED BY THE WRAP-UP PROGRAM?

If any supplier or renter of equipment provides labor on the Project site other than unloading material or equipment, they must be enrolled in the Wrap-Up Program. You are responsible for making sure that any such material or service supplier either be enrolled in the Wrap-Up Program or provide you and Owner/Contractor with additional insured endorsements. Please contact DBH Resources for enrollment forms or for further details.



CAN I STILL GET SUED ON THIS PROJECT?

It is possible. As pointed out in your subcontract agreement, you still have indemnity obligations to Owner and to Contractor. If you fail to perform your subcontract agreement in an appropriate or timely manner, Owner/Contractor can still hold you accountable. If there is some loss not covered by the Wrap-Up Program, such as a call-back or warranty item, you will still be required to fulfill all of your contractual obligations. The Wrap-Up Program changes only the insurance coverage for the Program Policy's covered claims. We still expect strict adherence to construction standards and practices.

WHAT HAPPENS IF THERE IS AN INJURY OR CLAIM?

As set forth in the Project's Wrap-Up Insurance Program manual, all claims (even if they are not covered by the Wrap-Up Program Policy) must be reported within 24 hours to the on-site Project Manager's office, as well as to the Owner/Contractor, using the ACORD Form – General Liability of Occurrence/Claim. (This form can be found in Section 7 of your Wrap-Up Insurance Program manual for the Project.) It is imperative that all safety and claims experiences on this Project site are documented and reported to the appropriate parties. If you are sued for something you believe is covered by the Program Policy, immediately turn in the claim to the on-site Project Manager's office and to the Owner/Contractor.

HOW WILL I KNOW THAT I AM ENROLLED IN THE WRAP-UP PROGRAM?

The Owner/Contractor will notify DBH Resources when your contract has been awarded. At that time, DBH Resources will issue a Certificate of Enrollment for your organization as evidence of enrollment in to the Wrap-Up Program. At that time, you will go through a two-step process:

- 1) An Insurance Credit Worksheet must be filled out and returned to DBH Resources along with the declaration and rate page of your current commercial general liability insurance policy.
- 2) Next, you must sign and return an Insurance Credit Confirmation to DBH Resources agreeing to your contribution towards the Wrap-Up Program premium.

All of these documents will be provided to you by DBH Resources.

Who should i call if i have questions?

If the questions pertain to the Wrap-Up Program administration and enrollment procedures please call your Premium Allocation Associate, Andrew Phillips, at DBH Resources (Program Administrator) toll-free at 877.222.4777.



Construction Participant Forms



Please review this section for forms used for notifying relevant parties of issues concerning Sub-tier Contractor enrollment and/or claims reporting.

These forms include:

- Sub-tier Contractor Enrollment Form
- General Liability Notice of Occurrence/Claim Form



Subcontractor MUST return this form to DBH Resources and Owner/Contractor for enrollment of all Sub-tier Contractors.

SUB-TIER CONTRACTOR ENROLLMENT FORM

WRAP-UP INSURANCE PROGRAM

PROJECT: SATICOY VILLAGE APARTMENTS

In order to enroll your Sub-tier Contractors into the Wrap-Up Insurance Program ("Program"), you **must** complete and return this form to the Owner/Contractor and Program Administrator (DBH Resources) as soon as you award a Sub-tier contract. Please Note: A separate form must be completed for each Sub-tier Contractor.

**SUBCONTRACTOR
COMPANY:** _____

WE **WILL NOT** HIRE ANY SUB-TIER CONTRACTORS ON THIS PROJECT. (Check if applicable.)

WE **WILL** HIRE A SUB-TIER CONTRACTOR ON THIS PROJECT. (Complete below.)

**Sub-tier Contractor
Company:** _____

Contact Person: _____

Address: _____

Telephone: _____

Facsimile: _____

Type of Work Performed on
Project: _____

**Subcontractor's
Signature:** _____

Phone: _____

Name: _____

Fax: _____

Date: _____

***** PLEASE RETURN COMPLETED FORM VIA FAX TO: *****

- 1. DBH RESOURCES – ATTN: ANDREW PHILLIPS
FAX: 310.398.2968**
- 2. DAY CONSTRUCTION CORP.– ATTN: ROY G. MONETTE
FAX: 310.208.0715**





GENERAL LIABILITY NOTICE OF OCCURRENCE/CLAIM

DATE (MM/DD/YYYY)

AGENCY PHONE (A/C, No, Ext):	NOTICE OF OCCURRENCE	DATE OF OCCURRENCE AND TIME	AM	DATE OF CLAIM	PREVIOUSLY REPORTED
	NOTICE OF CLAIM		PM		YES NO
FAX (A/C, No):	E-MAIL ADDRESS:	EFFECTIVE DATE	EXPIRATION DATE	POLICY TYPE	RETROACTIVE DATE
CODE:	SUB CODE:			OCCURRENCE	CLAIMS MADE
AGENCY CUSTOMER ID:		COMPANY	NAIC CODE:	MISCELLANEOUS INFO (Site & location code)	
		POLICY NUMBER		REFERENCE NUMBER	

INSURED		CONTACT		CONTACT INSURED
NAME AND ADDRESS	SOC SEC # OR FEIN:	NAME AND ADDRESS	WHERE TO CONTACT	
				WHEN TO CONTACT
RESIDENCE PHONE (A/C, No)	BUSINESS PHONE (A/C, No, Ext)	RESIDENCE PHONE (A/C, No)	BUSINESS PHONE (A/C, No, Ext)	

OCCURRENCE	
LOCATION OF OCCURRENCE (Include city & state)	AUTHORITY CONTACTED
DESCRIPTION OF OCCURRENCE (Use separate sheet, if necessary)	

POLICY INFORMATION									
COVERAGE PART OR FORMS (Insert form #s and edition dates)									
GENERAL AGGREGATE	PROD/COMP OP AGG	PERS & ADV INJ	EACH OCCURRENCE	FIRE DAMAGE	MEDICAL EXPENSE	DEDUCTIBLE			PD
UMBRELLA/ EXCESS	UMBRELLA	EXCESS	CARRIER:	LIMITS:	AGGR	PER CLAIM/OCC			SIR/ DED

TYPE OF LIABILITY									
PREMISES: INSURED IS	OWNER	TENANT	OTHER:	TYPE OF PREMISES					
OWNER'S NAME & ADDRESS (If not insured)				OWNERS PHONE (A/C, No, Ext):					
PRODUCTS: INSURED IS	MANUFACTURER	VENDOR	OTHER:	TYPE OF PRODUCT					
MANUFACTURER'S NAME & ADDRESS (If not insured)				MANUFACT PHONE (A/C, No, Ext):					
WHERE CAN PRODUCT BE SEEN?									
OTHER LIABILITY INCLUDING COMPLETED OPERATIONS (Explain)									

INJURED/PROPERTY DAMAGED									
NAME & ADDRESS (Injured/Owner)						PHONE (A/C, No, Ext)			
AGE	SEX	OCCUPATION	EMPLOYER'S NAME & ADDRESS			PHONE (A/C, No, Ext)			
DESCRIBE INJURY				WHERE TAKEN		WHAT WAS INJURED DOING?			
<input type="checkbox"/> FATALITY									
DESCRIBE PROPERTY (Type, model, etc)			ESTIMATE AMOUNT	WHERE CAN PROPERTY BE SEEN?		WHEN CAN PROPERTY BE SEEN?			

WITNESSES									
NAME & ADDRESS						BUSINESS PHONE (A/C, No, Ext)		RESIDENCE PHONE (A/C, No)	
REMARKS									
REPORTED BY		REPORTED TO		SIGNATURE OF INSURED			SIGNATURE OF PRODUCER		

Applicable in Arizona

For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Applicable in Arkansas, District of Columbia, Kentucky, Louisiana, Maine, Michigan, New Jersey, New Mexico, New York, Pennsylvania, Tennessee, Virginia and West Virginia

Any person who knowingly and with intent to defraud any insurance company or another person, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and [NY: substantial] civil penalties. In DC, LA, ME, TN and VA, insurance benefits may also be denied.

Applicable in California

For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Applicable in Colorado

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in Florida and Idaho

Any person who Knowingly and with the intent to injure, Defraud, or Deceive any Insurance Company Files a Statement of Claim Containing any False, Incomplete or Misleading information is Guilty of a Felony.*

* In Florida - Third Degree Felony

Applicable in Hawaii

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

Applicable in Indiana

A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

Applicable in Minnesota

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

Applicable in Nevada

Pursuant to NRS 686A.291, any person who knowingly and willfully files a statement of claim that contains any false, incomplete or misleading information concerning a material fact is guilty of a felony.

Applicable in New Hampshire

Any person who, with purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

Applicable in Ohio

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Applicable in Oklahoma

WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.