



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/9/2018

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 Bowen, Miellette & Britt Insurance Agency, LLC 1111 North Loop West, #400 Houston TX 77008	CONTACT NAME: Heather Cameron PHONE (A/C, No, Ext): 713-880-7100 E-MAIL ADDRESS: certificates@bmbinc.com		FAX (A/C, No): 713-880-7166
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED SABERPOWER Saber Power Services, LLC 9841 Saber Power Lane Rosharon TX 77583	INSURER A : Everest National Ins. Co.		10120
	INSURER B : Texas Mutual Insurance Company		22945
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1192709758

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	EN6GL00035181	7/30/2018	7/30/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	EN6CA00050181	7/30/2018	7/30/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	Y	Y	EN6EX00032181	7/30/2018	7/30/2019	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	0001310162	7/30/2018	7/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: certificates@bmbinc.com

General Liability:
 Blanket additional insured Ongoing Operations per form #CG 20 10 04 13
 Blanket additional insured Completed Operations per form #CG 20 37 04 13
 Blanket waiver of subrogation per form #CG 24 04 05 09
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Jefferson Parish 1221 Elmwood Park Blvd. Suite 404 Jefferson LA 70123	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Bowen, Miclette & Britt		NAMED INSURED Saber Power Services, LLC 9841 Saber Power Lane Rosharon TX 77583	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Blanket primary/non-contributory per form #ECG 24 520 04 02

Automobile:

Blanket additional insured per form #ECA 04 514 02 14
 Blanket waiver of subrogation per form #ECA 04 514 02 14
 Blanket primary/non-contributory per form #ECA 24 509 04 14

Worker's Compensation:

Blanket waiver of subrogation per form #WC 42 03 04 B

Excess:

Blanket additional insured per form #EUM 00 522 02 07
 Blanket waiver of subrogation per form #CU 24 03 09 00
 Blanket primary/non-contributory per form #EUM 24 562 01 10

Certificate Holder Includes: the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council

POLICY NUMBER: EN6GL00035181

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

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
<p>ANY PERSON OR ORGANIZATION THAT ENTERED INTO A WRITTEN CONTRACT WITH THE NAMED INSURED REQUIRING SUCH PERSON(S) OR ORGANIZATION(S) TO BE NAMED AS AN ADDITIONAL INSURED WITH RESPECT TO THE NAMED INSURED'S PERFORMANCE OF OPERATIONS AT ANY LOCATION ON BEHALF OF SUCH PERSON(S) OR ORGANIZATION(S) .</p>	

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
2. 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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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:

1. 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: EN6GL00035181

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION THAT ENTERED INTO A WRITTEN CONTRACT WITH THE NAMED INSURED REQUIRING SUCH PERSON(S) OR ORGANIZATION(S) TO BE NAMED AS AN ADDITIONAL INSURED.	ANY LOCATION FOR WHICH THE NAMED INSURED'S WORK WAS PERFORMED FOR SUCH PERSON(S) OR ORGANIZATION(S) FOR ANY COMPLETED OPERATIONS.
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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – OTHER INSURANCE (PRIMARY NONCONTRIBUTORY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph a. Primary Insurance of 4. Other Insurance of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below, except that we will not seek contribution from any party with whom you have agreed in a written contract or agreement that this insurance will be primary and noncontributory, if the written contract or agreement was made prior to the subject "occurrence" or offense.

POLICY NUMBER: EN6GL00035181

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

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:

ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED. THE WRITTEN CONTRACT MUST BE SIGNED PRIOR TO THE DATE OF THE "BODILY INJURY", "PROPERTY DAMAGE", OR "PERSONAL AND ADVERTISING INJURY".

Information required to complete this Schedule, if not shown above, will be shown 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 person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
COMMON POLICY CONDITIONS

A. Extended Cancellation Condition

Paragraph **2.b.** of the **Cancellation** Common Policy Condition is replaced by the following:

60 days before the effective date of cancellation if we cancel for any other reason.

B. Temporary Substitute Auto – Physical Damage Coverage

The following provision is added to the **Certain Trailers, Mobile Equipment And Temporary Substitute Autos** paragraph under **Section I – Covered Autos**:

If Physical Damage Coverage is provided by this coverage form, that coverage is extended to include any “auto” you do not own while used with the permission of its owner as a temporary substitute for a covered “auto” you own that is out of service because of its breakdown, repair, servicing, “loss” or destruction.

C. The following provisions are added to the **Who Is An Insured** paragraph under **Section II – Covered Autos Liability Coverage**:

1. Broad Form Named Insured

Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period.

2. Blanket Additional Insured

Any person or organization for whom you are required by an “insured contract” to provide insurance is an “insured”, subject to the following additional provisions:

- a. The “insured contract” must be in effect during the policy period shown in the Declarations, and must have been executed prior to the “bodily injury” or “property damage”.

- b. This person or organization is an “insured” only to the extent you are liable due to your ongoing operations for that “insured”, whether the work is performed by you or for you, and only to the extent you are held liable for an “accident” occurring while a covered “auto” is being driven by you or one of your “employees”.

- c. There is no coverage provided to this person or organization for “bodily injury” to its “employees”, nor for “property damage” to its property.

- d. Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.

- e. The defense of any claim or “suit” must be tendered by this person or organization as soon as practicable to all other insurers that potentially provide insurance for the claim or “suit”.

- f. The coverage provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy; or
- (2) The coverage and/or limits required by the “insured contract”.

- g. The status of a person or organization as an “insured” under this provision ends when your operations for that “insured” are completed.

3. Employee As Insured

Your “employee” while using their owned “auto” or an “auto” owned by a member of their household, in your business or your personal affairs, provided you do not own, hire or borrow that “auto”. This coverage is excess over any other collectible insurance.

D. Fellow Employee Coverage

The following provision is added to the **Fellow Employee** exclusion under **Section II – Covered Autos Liability Coverage**:

However, this exclusion does not apply if the “bodily injury” results from the use of a covered “auto” you own or hire, and provided that any coverage under this provision is excess over any other collectible insurance.

E. Blanket Waiver Of Subrogation

We waive the right of recovery we may have for payments made for “bodily injury” or “property damage” on behalf of the persons or organizations added as “insureds” under the **Broad Form Named Insured** and **Blanket Additional Insured** provisions of this endorsement.

F. The Coverages paragraph under **Section III – Physical Damage Coverage** is amended as follows:

1. The following coverages are added:

a. Audio, Visual And Data Electronic Equipment Coverage

(1) Coverage

(a) We will pay with respect to a covered “auto” for “loss” to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered “auto” at the time of the “loss” or the equipment is removable from a housing unit which is permanently installed in the covered “auto” at the time of the “loss”, and such equipment is designed to be solely operated by use of the power from the “auto’s” electrical system, in or upon the covered “auto”.

(b) We will pay with respect to a covered “auto” for “loss” to any accessories used with the electronic equipment described in Paragraph **(a)** above.

However, this does not include tapes, records or discs.

If Audio, Visual And Data Electronic Equipment Coverage endorsement CA 99 60 is attached to this policy, this coverage provision does not apply.

(2) Exclusions

With the exception of any references to audio, visual or data electronic equipment, the exclusions that apply to Physical Damage Coverage also apply to this coverage. The following additional exclusions also apply.

We will not pay for any electronic equipment, or accessories used with that equipment, that is:

- (a)** Necessary for the normal operation of the covered “auto” and the monitoring of the covered “auto’s” operating system; or
- (b)** An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered “auto” in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

(3) Limit Of Insurance

With respect to this coverage, the **Limit Of Insurance** paragraph of **Section III – Physical Damage Coverage** is replaced by the following:

- (a)** The most we will pay for “loss” to audio, visual or data electronic equipment, and any accessories used with that equipment, as a result of any one “accident” is the lesser of:
 - (i)** The actual cash value of the damaged or stolen property as of the time of the “loss”;
 - (ii)** The cost of repairing or replacing the stolen property with other property of like kind and quality; or
 - (iii)** \$1,000.
- (b)** An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the “loss”.
- (c)** If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

(4) Deductible

With respect to this coverage, the **Deductible** paragraph of **Section III – Physical Damage Coverage** is replaced by the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION – BLANKET**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

Paragraph **c.** of the **Other Insurance General Condition** is replaced by the following:

- c.** Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

Additionally, only the coverage and limit of insurance requirements of the "insured contract" shall apply, and in no event shall those requirements exceed the coverage and limits of insurance provided under this policy.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization

Blanket Waiver

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

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 07/30/2018 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001310162 of Texas Mutual Insurance Company effective on 07/30/2018

Issued to: SABER POWER HOLDINGS LLC



Authorized representative

NCCI Carrier Code: 29939



COMMERCIAL EXCESS LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V - DEFINITIONS** or the Definitions of the "first underlying insurance".

SECTION I - COVERAGES

A. Insuring Agreement

1. Excess Liability

We will pay on behalf of the insured the amount of the "ultimate net loss" in excess of the "underlying limits of insurance" to which this insurance applies. The coverage provided by this policy will:

- a. Follow the terms, definitions, conditions and exclusions that are contained in the "first underlying insurance", unless otherwise directed by this policy, including any attached endorsements; and
- b. Not be broader than that provided by the "first underlying insurance".

2. Defense

We will have the right, but not the duty to defend or associate in the defense of the insured against any suit seeking damages to which this insurance may apply. If we exercise such right, any expense related to such right will be "defense expenses" under this policy. After the limits of this policy are used up in the payment of:

- a. Judgments;
- b. Settlements; or
- c. "Defense expenses", if "defense expenses" are included within and erode the limits of insurance of the "first underlying insurance",

we will not provide any defense under this policy.

B. Exclusions

This insurance does not apply to:

1. Asbestos

- a. Any liability arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of asbestos.
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of or in any way responding to or assessing the effects of asbestos by any insured or by any other person or entity.

SECTION II - WHO IS AN INSURED

The following persons and organizations are insured under this insurance:

1. Any person or organization qualifying as such under the "first underlying insurance".
2. Any additional insured qualifying as such under the "first underlying insurance", but only:
 - a. To the extent of the insurance provided the additional insured under the "first underlying insurance", and not otherwise excluded by this policy; and
 - b. Where coverage is required to be provided to an additional insured under a contract or agreement. However, the Limits of Insurance afforded the additional insured in this paragraph shall be the lesser of the following:
 - i. The minimum limits of insurance required in the contract or agreement between you and the additional insured; or
 - ii. The Limits of Insurance shown in the Declarations of this policy.
3. Newly acquired or formed organizations, if:
 - a. The organization is acquired by you during the policy period through consolidation, purchase of assets, merger, or assumption of control and active management;
 - b. The "first underlying insurance" and all other "underlying insurance" have added the organization as an insured;
 - c. You provide notice to us; and
 - d. We endorse the organization as an insured onto this policy.

Any newly acquired or formed organizations endorsed onto this policy may be subject to an additional premium and to a premium audit.

SECTION III - LIMITS OF INSURANCE

- A. The Limits of Insurance shown under this policy's Declarations and the rules below fix the most we will pay regardless of the number of:
 1. Insureds;
 2. Claims made, "suits" brought, or number of vehicles involved; or
 3. Persons or organizations making claims or bringing "suits".
- B. The Limits of Insurance of this policy will apply as follows:
 1. This policy only applies in excess of the "underlying limits of insurance".
 2. The Aggregate Limit is the most we will pay for the "ultimate net loss" that is subject to an aggregate limit provided by the "first underlying insurance". The Aggregate Limit applies separately and in the same manner as the aggregate limits provided by the "first underlying insurance".
 3. Subject to Paragraph **B. 2.** above, the Each Occurrence limit is the most we will pay for the sum of all "ultimate net loss" arising out of any one "occurrence" to which this policy applies.
- C. If "defense expenses" are included within and erode the limits of insurance of the "first underlying insurance" then "defense expenses" are included within and erode the Limits of Insurance of this policy on the same basis as the "first underlying insurance". If "defense expenses" do not reduce the limits of insurance of the "first underlying insurance" then they do not reduce the Limits of Insurance of this policy.
- D. If, after this policy is issued, we extend the policy period, we will consider the additional period as part of the original policy period to determine how to apply the Aggregate Limit, as described in Paragraph **B. 2.** above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – PRIMARY AND NONCONTRIBUTORY FOR ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. Sub-paragraph **a.** of **Paragraph 5. Other Insurance, SECTION IV – CONDITIONS** is replaced by the following:

5. Other Insurance

a. This insurance is excess over, and will not contribute with any “other insurance”, whether primary, excess, contingent or on any other basis. However, “other insurance” does not include:

- (1)** Insurance specifically written as excess over this policy; or
- (2)** Insurance held by an additional insured described in paragraph **2.** of **SECTION II – WHO IS AN INSURED** for which they are listed as a named insured, but only under a written contract between you and the additional insured:
 - (a)** Requiring a specific limit of insurance that is in excess of the “underlying limits of insurance”;
 - (b)** Requiring that your insurance be primary insurance and not contribute with that of the additional insured; and
 - (c)** Executed prior to the loss.

In such case as described in sub-paragraph **(2)** above, we shall not seek contribution from the additional insured’s primary or excess insurance for which they are a named insured for amounts payable under this insurance.

B. The followings definitions in **SECTION V. – DEFINITIONS** are deleted and replaced with the following:

5. “Other insurance” means insurance, or any type of self-insurance or other mechanism by which an insured arranges for the funding of legal liabilities, which is available to any insured and covers injury or damage to which this insurance applies, other than:

- a.** “Underlying insurance”; or
- b.** Insurance which is specifically purchased by you to be excess of the insurance afforded by this insurance.

15. “Underlying insurance” means the “first underlying insurance”, any self-insured retention and any policies of insurance listed in the Declarations under the schedule of “underlying insurance”. “Underlying insurance” will include any renewal or replacement of such policies.

POLICY NUMBER: EN6EX00032181

**COMMERCIAL LIABILITY UMBRELLA
CU 24 03 09 00**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED. THE WRITTEN CONTRACT MUST BE SIGNED PRIOR TO THE DATE OF THE "BODILY INJURY", "PROPERTY DAMAGE", OR "PERSONAL AND ADVERTISING INJURY".

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV – Conditions** is amended by the addition of the following:

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 person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**NOTICE OF CANCELLATION BY US TO THIRD PARTY –
BLANKET**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

30 days before the effective date of cancellation by us we will mail or deliver notice to any additional insured or "certificate holder" under this Coverage Part:

The following Condition is added to the policy:

Notice of Cancellation by Us to Third Party

1. If we cancel this policy for any reason other than non-payment of premium, notice of cancellation of not less than the number of days shown in the Schedule will be mailed or delivered to any third party identified in the list you have provided to us as described below.
2. We will mail or deliver our notice to the third party at the address shown in the list you have provided to us.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. We will not notify the third party if cancellation is at your request.
5. We will not notify the third party in the event of non-renewal.
6. We will not notify the third party if cancellation is due to non-payment of premium.
7. We will not notify any third party not contained on the list you have provided to us.
8. Our failure to notify the third party does not invalidate cancellation as respects you.

You agree that as a condition precedent for us providing such notice, you will:

- a. Provide us with a complete list of each additional insured or "certificate" holder, including appropriate designees and complete mailing addresses;
- b. Provide the list to us no less than 7 days from the date we request it; and
- c. Notify us of any changes to the list within 5 business days of such change.

For the purpose of this endorsement, "certificate" shall mean a certificate of insurance issued as evidence of this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**NOTICE OF CANCELLATION BY US TO THIRD PARTY –
BLANKET**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

Schedule

30 days before the effective date of cancellation by us we will mail or deliver notice to any additional insured or "certificate holder" under this Coverage Part:

The following Condition is added to the policy:

Notice of Cancellation By Us To Third Party

1. If we cancel this policy for any reason other than non-payment of premium, notice of cancellation of not less than the number of days shown in the Schedule will be mailed or delivered to any third party identified in the list you have provided to us as described below.
2. We will mail or deliver our notice to the third party at the address shown in the list you have provided to us.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. We will not notify the third party if cancellation is at your request.
5. We will not notify the third party in the event of non-renewal.
6. We will not notify the third party if cancellation is due to non-payment of premium.
7. We will not notify any third party not contained on the list you have provided to us.
8. Our failure to notify the third party does not invalidate cancellation as respects you.

You agree that as a condition precedent for us providing such notice, you will:

- a. Provide us with a complete list of each additional insured or "certificate" holder, including appropriate designees and complete mailing addresses;
- b. Provide the list to us no less than 7 days from the date we request it; and
- c. Notify us of any changes to the list within 5 business days of such change.

For the purpose of this endorsement, "certificate" shall mean a certificate of insurance issued as evidence of this insurance.