



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/20/2024

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 have ADDITIONAL INSURED provisions or 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).


<b>PRODUCER</b> Higginbotham Insurance Agency, Inc. 11700 Katy Freeway, Suite 1100 Houston TX 77079	<b>CONTACT NAME:</b> Bee Bigtacion	
	<b>PHONE (A/C. No. Ext):</b> 713-888-3951	<b>FAX (A/C. No.):</b> 713-952-9939
<b>E-MAIL ADDRESS:</b> bbigtacion@higginbotham.net		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> The Hanover Casualty Company		41602
<b>INSURER B:</b> Allmerica Financial Benefit Insurance Company		41840
<b>INSURER C:</b> Hanover Insurance Company		22292
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 188462627 **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ZLD-D883737-05	4/23/2024	4/23/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AWD-D883723-05	4/23/2024	4/23/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHD-D883796-05	4/23/2024	4/23/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WHD-D873982-05	4/23/2024	4/23/2025	<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)**  
 Other Named Insureds Schedule:  
 United General Supply Company, Inc.  
 dba Leigh County  
 dba Char-Log & Amber Log  
 dba Lee Tools & Daytona Tools  
 dba Tool Club Etc  
 dba Country Cooler  
 Harwin Investors, Ltd  
 See Attached...

<b>CERTIFICATE HOLDER</b>  RKDS, LLC dba Rural King Distributing RK Holdings, LLP 4216 Dewitt Avenue Mattoon IL 61938	<b>CANCELLATION</b>  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 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



## ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED United General Supply Co., Inc. *See attached for Complete Named Insured Schedule 9320 Harwin Dr Houston TX 77036	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

**ADDITIONAL REMARKS**

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

Leigh Manufacturing, LLC  
 Houlee Inv, LLC

**GENERAL LIABILITY:**

The General Liability policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status.

The General Liability policy includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and the certificate holder that requires it.

The General Liability policy includes a primary and non-contributory provision only when there is a written contract between the insured and the certificate holder that requires such provision.

The General Liability policy includes a blanket endorsement providing 30 days' notice of cancellation that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it, except 10 days of nonpayment of premium.

**AUTOMOBILE LIABILITY:**

The Commercial Automobile policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status.

The Commercial Automobile policy includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and the certificate holder that requires it.

The Commercial Automobile policy includes a primary and non-contributory provision only when there is a written contract between the insured and the certificate holder that requires such provision.

The Commercial Automobile policy includes a blanket endorsement providing 30 days' notice of cancellation that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it, except 10 days of nonpayment of premium.

**WORKERS COMPENSATION:**

The Workers Compensation policy includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and the certificate holder that requires it.

The Workers Compensation policy includes a blanket endorsement providing 30 days' notice of cancellation that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it, except 10 days of nonpayment of premium.

**UMBRELLA LIABILITY:**

The Umbrella Liability policy is follow form on the General Liability, Automobile Liability and Employers' Liability policies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE PART**

**A. The following is added to SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:**

**Additional Insured if Required by Contract**

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph **A.1.c.** of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

**B. The following is added to SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:**

**Primary and Non-Contributory**

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured**, subparagraph **Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
  - (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
  - (3) When the additional "insured" is also an additional "insured" under another liability policy.
- C. This endorsement will apply only if the "accident" occurs:**
1. During the policy period;
  2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
  3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".
- D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.**

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
 HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY  
 COMMERCIAL PROPERTY COVERAGE PART  
 BUSINESS AUTO COVERAGE FORM  
 BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

Name of Designated Entity Mailing Address or Email Address	Number Days Notice
BLANKET WHERE REQUIRED BY WRITTEN CONTRACT	30

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

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

**BLANKET WHERE REQUIRED BY WRITTEN CONTRACT**

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



440 Lincoln Street  
Worcester, Massachusetts 01653  
1-800-922-8427

RENEWAL OF POLICY UHD D883796 04

## COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY

### CLAIMS-MADE WARNING

COVERAGE A – FOLLOW FORM EXCESS LIABILITY PROVIDES COVERAGE ON A CLAIMS-MADE BASIS WHEN THE APPLICABLE “UNDERLYING INSURANCE” IS WRITTEN ON A CLAIMS-MADE BASIS. WHEN CLAIMS-MADE COVERAGE APPLIES, THIS POLICY, SUBJECT TO ITS TERMS, APPLIES ONLY TO “CLAIMS” FIRST MADE AGAINST YOU DURING THE POLICY PERIOD, AUTOMATIC EXTENDED REPORTING PERIOD OR ANY PURCHASED OPTIONAL EXTENDED REPORTING PERIOD. PLEASE READ THE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.

### “CLAIMS EXPENSE” OR “DEFENSE EXPENSE” WITHIN LIMITS NOTICE

THIS POLICY MAY PROVIDE FOR “CLAIM EXPENSE” OR “DEFENSE EXPENSE” PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. “CLAIM EXPENSE” OR “DEFENSE EXPENSE” WILL REDUCE AND MAY EXHAUST THE LIMIT OF INSURANCE, AND WILL BE APPLIED AGAINST THE DEDUCTIBLE. IN THE EVENT THAT THE LIMIT OF INSURANCE IS EXHAUSTED, WE SHALL NOT BE LIABLE FOR “CLAIM EXPENSE” OR “DEFENSE EXPENSE”, JUDGMENTS OR SETTLEMENTS IN EXCESS OF THE APPLICABLE LIMIT.

THESE DECLARATIONS, TOGETHER WITH THE COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE BELOW NUMBERED POLICY.

POLICY NUMBER: UHD D883796 05  
COMPANY: Hanover Insurance Company

### DECLARATIONS

#### Item 1. Named Insured and Address (No., Street, Town, County, State)

#### Agent

UNITED GENERAL SUPPLY CO INC  
9320 HARWIN DR  
HOUSTON TX 77036

1609013  
HIGGINBOTHAM INS AGENCY  
INC  
500 W 13TH ST  
FORT WORTH TX 76102

#### Item 2. Policy Period: (Month, Day, Year)

From 04/23/2024 To 04/23/2025  
12:01 A. M., standard time at the address of the Named Insured as stated herein.

<b>Form of Business:</b>	
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Organization (Other than Partnership, Joint Venture or Limited Liability Company)	
<b>Business Description: Hardware Wholesalers</b>	
IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. THIS PREMIUM MAY BE SUBJECT TO AUDIT.	
<b>Item 3. Limit of Insurance</b>	
<b>Each Occurrence or Each Claim Limit:</b>	\$10,000,000
<b>Products – Completed Operations Aggregate Limit:</b>	\$10,000,000
<b>General Aggregate Limit</b>	\$10,000,000
<b>Retained Limit:</b>	\$0
<b>Item 4. Premium Computation:</b>	
	<b>Estimated Annual Premium</b> \$
	<b>Premium Surcharges</b>
	(Premium Surcharges NOT APPLICABLE in New York)
	<b>Annual Minimum Premium</b> \$
	<b>Advance Premium</b> \$

**Endorsements:**

See next page

- PREPAID - the total annual premium is due at inception.
- HANOCASH - the annual premium is payable according to the term of the Hanocash endorsement attached.
- ACCOUNT BILL  DIRECT BILL  Annual  Semi-Annual  Other

Audit period: Non Auditable Unless indicated by  Annual  Semi-Annual  Other

If you cancel this policy, we shall receive and retain not less than NIL as a policy minimum premium.

**Forms Applicable To This Policy:**

\*Asterisk denotes new or changed form

<u>Form Number</u>	<u>Form Edition</u>	<u>Description</u>
221-0163	10/03	Change Endorsement Form
221-0163	10/03	Change Endorsement Form
* 401-1122	12/23	Texas Complaint Notice To Policyholder

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NOTICE OF CANCELLATION to designated ENTITY(s)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY  
 COMMERCIAL PROPERTY COVERAGE PART  
 BUSINESS AUTO COVERAGE FORM  
 BUSINESSOWNERS COVERAGE FORM

### SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
Blanket	where required by written contract	30

*(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)*

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

**SCHEDULE OF UNDERLYING POLICIES**

**Insured:** UNITED GENERAL SUPPLY CO INC  
**Effective on and after** 04/23/2024 12:01 A.M. Standard Time  
**This Schedule is part of Policy Number:** UHD D883796 05

CARRIER, POLICY NUMBER & PERIOD	TYPE OF POLICY	APPLICABLE LIMITS OR AMOUNT OF INSURANCE	
<b>(a)</b> Carrier: THE HANOVER CASUALTY COMPANY Policy Number: ZLD D883737 05 Policy Period: 04/23/2024 TO 04/23/2025	Commercial General Liability  <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-owned & Hired Autos	\$1,000,000  \$1,000,000 \$1,000,000 \$2,000,000 \$2,000,000	Occurrence/ Each Claim  Personal Injury Advertising Injury General Aggregate Product/Completed Operations Aggregate
<b>(b)</b> Carrier: ALLMERICA FINANCIAL BENEFITS  Policy Number: AWD D883723 05 Policy Period: 04/23/2024 TO 04/23/2025	Comprehensive Automobile Liability including <input checked="" type="checkbox"/> Owned Autos <input checked="" type="checkbox"/> Non-Owned & Hired Autos	Bodily Injury and Property Damage Liability Combined:  \$1,000,000 Bodily Injury \$ \$ Property Damage: \$	Each Accident  Each Person Each Accident  Each Accident
<b>(c)</b> Carrier:  Policy Number: Policy Period:	Garage Liability  <input type="checkbox"/> Dealers <input type="checkbox"/> Service	Bodily Injury and Property Damage Liability Combined:  Each Accident  Garage Operations \$ \$ \$ Garage Operations \$	Auto Only Other than Auto Only Aggregate  Other than Auto Only
<b>(d)</b> Carrier: HANOVER INSURANCE COMPANY  Policy Number: WHD D873982 05 Policy Period: 04/23/2024 TO 04/23/2025	Standard Workers' Compensation & Employers' Liability  <b>NEW YORK ONLY:</b> The Umbrella Coverage for Workers' Compensation and Employers Liability is not applicable in situations where an employee is subject to the New York Workers' Compensation Law.	<b>Coverage B – Employers Liability</b>  Bodily Injury by Accident \$1,000,000      Each Accident  Bodily Injury by Disease \$1,000,000      Each Employee \$1,000,000      Aggregate	

An "X" marked in the box provided indicates these broadening or optional coverage are provided in the Underlying Insurance

<b>(e)</b> Carrier: Policy Number: Policy Period:	Liquor Liability	\$ \$ \$ \$	Each Common Cause Other Aggregate Other
<b>(f)</b> Carrier: Policy Number: Policy Period:	Professional Liability	\$ \$ \$ \$ \$	Each Occurrence Each Claim Other Aggregate Other
<b>(g)</b> Carrier: Policy Number: Policy Period:	Directors & Officers Liability	\$ \$ \$ \$ \$	Each Occurrence Each Claim Other Aggregate Other
<b>(h)</b> Carrier: Policy Number: Policy Period:	Stop Gap Liability	Bodily Injury by Accident \$ Bodily Injury by Disease \$ \$	Each Accident Each Employee Aggregate
<b>(i)</b> Carrier: Policy Number: Policy Period:	Abuse and Molestation	\$ \$ \$ \$	Each Occurrence Each Claim Other Aggregate
<b>(j)</b> Carrier: Policy Number: Policy Period:	Foreign	\$ \$ \$ \$	Each Occurrence Each Claim Other Aggregate
<b>(k)</b> Carrier: THE HANOVER CASUALTY COMPANY Policy Number: ZLD D883737 05 Policy Period: 04/23/2024 TO 04/23/2025	Employee Benefits Liability	\$ \$1,000,000 \$ \$2,000,000	Each Occurrence Each Claim Other Aggregate
<b>(l)</b> Carrier: Policy Number: Policy Period:	Other	\$ \$ \$ \$	Each Occurrence Each Claim Other Aggregate

An "X" marked in the box provided indicates these broadening or optional coverage are provided in the Underlying Insurance

Countersigned By: \_\_\_\_\_  
 Authorized Representative of the Company

Date: \_\_\_\_\_

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

#### 1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

##### Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
- (a) After the equipment lease expires; or
- (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
- (4) To any:
- (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
- (b) Managers or lessors of premises if:
- (i) The occurrence takes place after you cease to be a tenant in that premises; or
- (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

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

## 2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance:**

### Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) 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.

**b. Excess Insurance**

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

**3. Blanket Waiver of Subrogation**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

**4. Bodily Injury Redefined**

**SECTION V – DEFINITIONS, Definition 3.** "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

**5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators**

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

#### 6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

#### 7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

##### Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

#### 8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
  - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

#### 9. Newly Acquired Or Formed Organizations

**SECTION II – WHO IS AN INSURED**, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

#### 10. Non-Owned Watercraft

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

##### g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

#### 11. Supplementary Payments Increased Limits

**SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

#### 12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

#### 13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NOTICE OF CANCELLATION to designated ENTITY(s)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY  
 COMMERCIAL PROPERTY COVERAGE PART  
 BUSINESS AUTO COVERAGE FORM  
 BUSINESSOWNERS COVERAGE FORM

### SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
Blanket as required by written contract or agreement.	Per written contract or agreement.	30

*(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)*

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

**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

(X) 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 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:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by \_\_\_\_\_