



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/25/2025

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> Program Insurance Group 4701 Williams Drive Bldg 4 Georgetown TX 78633	<b>CONTACT</b> NAME: Amy Young PHONE (A/C, No, Ext): 512-930-3239 E-MAIL ADDRESS: amy@pigbcs.com FAX (A/C, No): 512-869-2418														
<b>INSURED</b> NewRuf LLC 2200 N A.W. Grimes Blvd., Ste. 1100 Round Rock TX 78665	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Admiral Insurance Company</td><td>24856</td></tr><tr><td>INSURER B : Mercury County Mutual</td><td>29394</td></tr><tr><td>INSURER C : Crum &amp; Forster Specialty Insurance Company</td><td>44520</td></tr><tr><td>INSURER D : USLI/Hiscox</td><td>25895</td></tr><tr><td>INSURER E : TEXAS MUTUAL INSURANCE COMPANY</td><td>22945</td></tr><tr><td>INSURER F : Westchester Surplus Lines Insurance Company</td><td>10172</td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Admiral Insurance Company	24856	INSURER B : Mercury County Mutual	29394	INSURER C : Crum & Forster Specialty Insurance Company	44520	INSURER D : USLI/Hiscox	25895	INSURER E : TEXAS MUTUAL INSURANCE COMPANY	22945	INSURER F : Westchester Surplus Lines Insurance Company	10172
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**COVERAGES****CERTIFICATE NUMBER:** 639439954**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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CA00005560201	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 Emp. Benefit Agg. \$ 2,000,000
B	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA420000025752	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	SEO134703	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
E	<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 Y	N/A	0002033388	12/31/2024	12/31/2025	<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
D D F	Employment Practices Liability Professional Liability Contractors Pollution Liability	Y	Y	EPL1565792G ANE476986824 G28283234005	12/31/2024 12/31/2024 12/31/2024	12/31/2025 12/31/2025 12/31/2025	Limit Per Claim 1,000,000 Per Claim/Aggregate 1,000,000 Per Claim/Aggregate 1,000,000

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

Mike Winot, Managing Member, is excluded from the Workers' Compensation policy.  
Location - All Crawford Contractor Connection work assignments made to insured in accordance with the Crawford Agreement to Provide Services  
Crawford and Company and Crawford Contractor Connection, a division of Crawford and Company, and their clients, Citizens Property Insurance, Erie Insurance, Nationwide, Hartford Fire Insurance Company and its affiliates, USAA, Farmers Insurance Exchange, CSE Insurance Group, Assurant, Inc. its subsidiaries and affiliates, & Auto Club Enterprises, Interinsurance Exchange of the Automobile Club, Auto Club Family Insurance Company, Auto Club Indemnity Company, and their respective parent entities, subsidiaries and affiliates are named as additional insureds for the above listed coverages and policies, as they apply to work assignments made by Crawford Contractor Connection. The General Liability policy provides ongoing and completed operations coverage for the insured and the additional insureds. The General Liability policy shall be primary and non-contributory. General Liability coverage includes See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Crawford Contractor Connection  
10550 Deerwood Park Blvd.  
Suite 100  
Jacksonville FL 32256

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**

Page 1 of 1

AGENCY Program Insurance Group		NAMED INSURED NewRuf LLC 2200 N A.W. Grimes Blvd., Ste. 1100 Round Rock TX 78665	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Premises and Operations Liability, Products and Completed Operation Liability, Property Damage/Damage to Property Liability, Contractors Liability and Personal Injury Liability.

General Liability Additional Insured - Owners, Lessees, or Contractors - Scheduled Person or Organization per endorsement form CG 20 10 07 04.

General Liability Additional Insured - Owners, Lessees, or Contractors - Completed Operations per endorsement form CG 20 37 07 04.

General Liability Waiver of Subrogation per endorsement form AD 68 93 01 23.

General Liability Primary and Non-Contributory per endorsement form AD 68 93 01 23.

Auto Liability Blanket Additional Insured per endorsement form MCA 20 48 07 11.

Auto Liability Blanket Waiver of Subrogation per endorsement form MCA 04 44 09 13.

Auto Liability is Primary and Non-Contributory per endorsement form MCA MSBE 03 23.

Workers' Compensation Blanket Waiver of Subrogation per endorsement form WC 42 03 04 B.

Effective Date: 12/31/2024

**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**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) Of Covered Operations</b>
Crawford and Company and Crawford Contractor Connection, a division of Crawford and Company, and their clients, Citizens Property Insurance, Erie Insurance, Nationwide, Hartford Fire Insurance Company and its affiliates, USAA, Farmers Insurance Exchange, CSE Insurance Group, Assurant, Inc. its subsidiaries and affiliates, & Auto Club Enterprises, Interinsurance Exchange of the Automobile Club, Auto Club Family Insurance Company, Auto Club Indemnity Company, and their respective parent entities, subsidiaries and affiliates are named as additional insureds for the above listed coverages and policies, as they apply to work assigned by Crawford Contractor Connection Attn: Contractor Connection 10550 Deerwood Park Suite 100 Jacksonville, FL 32256	All Crawford Contractor Connection work assignments made to insured in accordance with the Crawford Agreement to Provide Services.
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.
- 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.

Effective Date: 12/31/2024

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
Crawford and Company and Crawford Contractor Connection, a division of Crawford and Company, and their clients, Citizens Property Insurance, Erie Insurance, Nationwide, Hartford Fire Insurance Company and its affiliates, USAA, Farmers Insurance Exchange, CSE Insurance Group, Assurant, Inc. its subsidiaries and affiliates, & Auto Club Enterprises, Interinsurance Exchange of the Automobile Club, Auto Club Family Insurance Company, Auto Club Indemnity Company, and their respective parent entities, subsidiaries and affiliates are named as additional insureds for the above listed coverages and policies, as they apply to work assigned by Crawford Contractor Connection Attn: Contractor Connection 10550 Deerwood Park Suite 100 Jacksonville, FL 32256	All Crawford Contractor Connection work assignments made to insured in accordance with the Crawford Agreement to Provide Services.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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

## **CONTRACTORS ENHANCED COVERAGE (Commercial General Liability Coverage Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### **I. AMENDED EXCLUSIONS**

#### **NON-OWNED WATERCRAFT COVERAGE - Up to 55 feet**

**SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, subparagraph (2) of Exclusion **g. Aircraft, Auto or Watercraft**, is amended as follows:

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

- (a) Less than 55 feet long; and
- (b) Not being used to carry persons or property for a charge;

#### **MEDICAL PAYMENTS – PRODUCTS-COMPLETED OPERATIONS HAZARD**

**SECTION I – COVERAGES – COVERAGE C – MEDICAL PAYMENTS** Exclusion **f. Products-Completed Operations Hazard** is deleted in its entirety.

#### **CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM EXCLUSION (LIMITED EXCEPTION FOR OPERATIONS AWAY FROM PROJECT LOCATION)**

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at any location for which a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Form;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

However, if the consolidated (wrap-up) insurance program does not provide coverage for your operations that are performed away from the location of the construction project, this exclusion will not apply.

## **II. AMENDED COVERAGES**

### **KNOWLEDGE OF OCCURRENCE**

The following paragraph is added to Section IV – Commercial General Liability Conditions Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

Notice of an “occurrence” which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the “occurrence” has been reported to you, one of your “executive officers”, or any “employee” authorized by you to give or receive notice of an “occurrence”.

### **UNINTENTIONAL ERRORS AND OMISSIONS**

The following paragraph is added to Section IV – Commercial General Liability Conditions Paragraph 6. Representations:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

## **III. ADDED COVERAGES**

### **PERSONAL PROPERTY OF OTHERS IN YOUR CARE, CUSTODY OR CONTROL – LIMITED COVERAGE**

#### **SCHEDULE**

##### **Sub-Limits of Insurance:**

\$10,000 Each Occurrence (Included in the Each Occurrence Limit shown in the Declarations)

\$10,000 Aggregate (Included in the General Aggregate Limit shown in the Declarations)

The Sub-Limits of Insurance shown above are included within and not in addition to the Each Occurrence Limit and the General Aggregate Limit shown in the Declarations.

Supplementary Payments will reduce the Each Occurrence and Aggregate Sub-Limits of Insurance shown above.

It is agreed COMMERCIAL GENERAL LIABILITY COVERAGE FORM - SECTION I – COVERAGE A Exclusion j. (4) is deleted, but only with respect to personal property of others in the care, custody or control of the Named Insured, subject to the following exclusions, conditions and limitations.

#### **1. Exclusions**

This insurance does not apply to:

- a. “Property damage” arising out of operations performed on behalf of the Named Insured by others;
- b. “Property damage” arising out of an “occurrence” at premises owned, rented, leased, operated, occupied or used by you;
- c. “Property damage” to property while in transit;
- d. “Property damage” arising out of any error, omission or deficiency in the design, specifications, workmanship or materials of the personal property in the Named Insured’s care, custody or control;
- e. “Property damage” arising out of delay, loss of market, loss of use, loss of profits, or any similar indirect or consequential loss of any kind;
- f. “Property damage” included within the “products-completed operations hazard”; or
- g. Damages exceeding the actual cash value of the personal property in the care, custody or control of the Named Insured at the time of the “occurrence.”

#### **2. Conditions**

Our right and duty to defend ends when we have used up the applicable sub-limit of insurance in the payment of judgments or settlements or Supplementary Payments under the insurance provided by this endorsement.

### 3. Limits of Insurance

- a. The amount we will pay for damages is limited as described below with respect to damages covered under this endorsement:
- (1) The Aggregate Limit shown in the Schedule is the most we will pay for the sum of all damages because of “property damage”;
  - (2) The Each Occurrence Limit shown above is the most we will pay for the sum of all damages because of “property damage” arising out of any one “occurrence”;
  - (3) Supplementary Payments will reduce the Each Occurrence and Aggregate Limits of Insurance shown in the Schedule; and
  - (4) All sums we pay for damages or Supplementary Payments under this endorsement will reduce the Each Occurrence Limit and the General Aggregate Limit shown in the Declarations.

### 4. Other Insurance

This insurance is excess over any other valid and collectible Property or Inland Marine insurance available to you, either as a Named Insured or an Additional Insured, whether primary, excess, contingent or any other basis.

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

**(Insurance Services Office Endorsement CG 20 01 04 13)**

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

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

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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

**(Insurance Services Office Endorsement CG 24 04 05 09)**

#### **SCHEDULE**

<b>Name Of Person Or Organization:</b>
Any person or organization, but only if the following conditions are met:
<ol style="list-style-type: none"><li>(1) You have expressly agreed to the waiver in a written contract; and</li><li>(2) The injury or damage first occurs subsequent to the execution of the written contract.</li></ol>
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.

**CONTRACTUAL LIABILITY – RAILROADS**  
**(Insurance Services Office Endorsement CG 24 17 10 01)**

**SCHEDULE**

<b>Scheduled Railroad:</b> Any railroad, but only if the following conditions are met: a. You have expressly agreed to indemnify the railroad in a written contract entered into by you; and b. The injury or damage occurs subsequent to the execution of the written contract.	<b>Designated Job Site:</b> Any job site covered by this insurance where you are performing operations for or affecting a Scheduled Railroad.
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

**DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**  
**(WITH TOTAL AGGREGATE LIMIT FOR COVERAGES A, B AND C)**

**SCHEDULE**

<b>Designated Construction Projects:</b> All construction projects covered by this insurance.
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)



- A. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.  
However, the most we will pay under the Designated Construction Project General Aggregate Limit for all Designated Construction Projects combined is \$5,000,000 .
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under COVERAGE C regardless of the number of:
    - a. Insureds;
    - b. Claims made or “suits” brought; or
    - c. Persons or organizations making claims or bringing “suits”.
  3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the “products-completed operations hazard” is provided, any payments for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard” will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

#### **IV. ADDITIONAL INSURED**

**ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT –  
AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU  
(Insurance Services Office Endorsement CG 20 34 04 13)**

- A. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- C.** 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 is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; 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.

**ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES**  
**(Insurance Services Office Endorsement CG 20 11 04 13)**

**SCHEDULE**

**Designation Of Premises (Part Leased To You):**

All premises leased to you and covered by this insurance.

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

Any person or organization that is a manager or lessor of real property, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided the "bodily injury" or "property damage" first occurs, or the "personal and advertising injury" offense is first committed, subsequent to the execution of the contract or agreement.

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 arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

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.

**ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER**  
**(Insurance Services Office Endorsement CG 20 18 04 13)**

**SCHEDULE**

<b>Name Of Person(s) Or Organization(s)</b>	<b>Designation Of Premises</b>
Any person or organization that is a mortgagee, assignee or receiver for a premises shown in this Schedule, but only if coverage as an additional insured is required by a written contract or written agreement that is an “insured contract”, and provided the “bodily injury” or “property damage” first occurs, or the “personal and advertising injury” offense is first committed, subsequent to the execution of the contract or agreement.	All premises covered by this insurance.
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 their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.
- 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.** This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- 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.

**ADDITIONAL INSURED – TRADE SHOW SPONSOR –  
AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN AGREEMENT WITH YOU**

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization who is a sponsor of a trade show where you are operating a booth or displaying your product, but only:
1. For injury or damage occurring at the trade show; and
  2. When you and such person or organization have agreed in writing in a contract or agreement executed prior to the beginning of the trade show that such person or organization be added as an additional insured on your policy.
- Such person or organization 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:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- while attending the trade show sponsored by this additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your attendance at the trade show ends.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" and included in the "products-completed operations hazard".

- 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.

## **ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS**

**(INSURANCE SERVICES OFFICE ENDORSEMENT CG 20 12 04 13)**

### **SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

Any state or governmental agency or subdivision or political subdivision that has issued a permit or authorization for operations performed by you or on your behalf.

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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- 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.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO 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.

The following is added to the **Section II - Liability Coverage**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

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

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, the following is added:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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

## **Mercury Business Auto Broadening Endorsement**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

- I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
- II. EMPLOYEES AS INSUREDS
- III. SUPPLEMENTARY PAYMENTS
- IV. ADDITIONAL TRANSPORTATION EXPENSE
- V. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
- VI. GLASS REPAIR – DEDUCTIBLE WAIVER
- VII. TWO OR MORE DEDUCTIBLES
- VIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- IX. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
- X. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
- XI. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH
- XII. PERSONAL EFFECTS COVERAGE
- XIII. LOSS OF USE EXPENSES
- XIV. DEVICES DESIGNED FOR USE WITH AUDIO, VISUAL OR DATA ELECTRONIC EQUIPMENT
- XV. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM
- XVI. CHAINS, TARPS, AND BINDERS COVERAGE

## BUSINESS AUTO COVERAGE FORM

### I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured,** the following is added:

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. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

### II. EMPLOYEES AS INSURED

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured,** the following is added:

Any "employee" of yours is an "insured" while using a "covered auto" you do not "own", lease, hire, rent, or borrow, which is used in connection with your business. This includes any "employee" of yours while operating an "auto" that qualifies as a "covered auto" according to the terms of the Employer's Non-Ownership Liability Coverage endorsement if you pay a premium for that coverage.

### III. SUPPLEMENTARY PAYMENTS

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 3. Coverage Extensions, a. Supplementary Payments,** Subparagraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### IV. ADDITIONAL TRANSPORTATION EXPENSE

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Coverage Extensions, a. Transportation Expenses,** is amended by:

Replacing \$20 per day with \$50 per day, and the \$600 maximum with \$1,000 maximum. If your business shown in the "Declarations" is other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen "covered auto" from the place where it is recovered to its usual garaging location.

### V. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

**SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a.,** is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

### VI. GLASS REPAIR – DEDUCTIBLE WAIVER

**SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible,** the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.



**VII. TWO OR MORE DEDUCTIBLES**

**SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible**, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

1. If the applicable Business Auto deductible is the smallest, it will be waived; or
2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

**VIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a.**, In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

**IX. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud**, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**X. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance**, the following is added and supersedes any provision to the contrary:

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**XI. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH**

**SECTION V – DEFINITIONS, D. "Bodily Injury"** is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

**XII. PERSONAL EFFECTS COVERAGE**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Coverage Extensions**, the following is added:

**Personal Effects**

We will pay up to \$500 for "loss" to personal effects which:

- (1) Are owned by you or a driver listed in the "Declarations"; and
- (2) Are in or on a "covered auto" at the time of "loss".

This coverage applies only in the event of a total theft of a "covered auto". No additional deductible applies to this coverage. Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment are not considered personal effects.

**XIII. LOSS OF USE EXPENSES**

If you pay the premium for Hired Auto Physical Damage, we will pay expenses for which you become legally responsible to pay for loss of use of an "auto" due to "loss" or "accident" covered by Hired Auto Physical Damage. However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600. The insurance provided by this provision is excess over any other collectible insurance.

**XIV. DEVICES DESIGNED FOR USE WITH AUDIO, VISUAL OR DATA ELECTRONIC EQUIPMENT**

**SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions, 4.a.**, is replaced by the following:

- a. Under Comprehensive Coverage we will pay up to \$200 for "loss" to tapes, records, discs or other similar audio, visual, data electronic devices designed for use with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment:

- (1) Are your property or that of a driver listed in the "Declarations"; and
- (2) Are in a "covered auto" at the time of "loss".

This coverage applies only in the event of a total theft of a "covered auto". No additional deductible applies to this coverage.

**XV. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM**

**SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible**, is amended by adding the following:

Any Comprehensive Deductible shown in the "Declarations" will be reduced by 50% for any "loss" caused by theft if the "covered auto" is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of that "covered auto" by the "insured" or law enforcement.

**XVI. CHAINS, TARPS, AND BINDERS COVERAGE**

**SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limits Of Insurance**, the following is added:

The most we will pay for the "loss" to chains, tarpaulins, binders, and cargo securing devices will be \$500.

The chains, tarpaulins, binders, or cargo securing devices must be in or on the "covered auto" at the time of "loss".

## 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 12/31/24 at 12:01 a.m. standard time, forms a part of:

Policy no. 0002033388 of Texas Mutual Insurance Company effective on 12/31/24

Issued to: NEW RUF LLC

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

12/16/24