



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2019

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).


<b>PRODUCER</b> Box Insurance Agency 1200 S. Main St., Ste 1600 Grapevine TX 76051	<b>CONTACT NAME:</b> Certificates Administrator <b>PHONE (A/C. No. Ext):</b> 817-865-1806 <b>E-MAIL ADDRESS:</b> certificates@boxinsurance.com		<b>FAX (A/C. No):</b> 817-424-1404
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Able Moving LLC dba Able Machinery Movers, LLC Able Holdings, LLC 600 Westport Parkway Grapevine TX 76051	ABLE-M3	<b>INSURER A :</b> Utica Lloyds of Texas <b>NAIC #</b> 10990	
		<b>INSURER B :</b> Underwriter At Lloyd's London	
		<b>INSURER C :</b> Lloyds of London	
		<b>INSURER D :</b> Liberty Mutual Fire Ins. Co. <b>NAIC #</b> 23035	
		<b>INSURER E :</b> The Hartford	
	<b>INSURER F :</b>		

**COVERAGES** **CERTIFICATE NUMBER: 747838447** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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 type="checkbox"/> LOC			B0507RL1900078	12/12/2019	12/12/2020	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	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	5198006	12/12/2019	12/12/2020	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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			B0507RN1900082	12/12/2019	12/12/2020	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000 Follows Form \$ Follows Form
D	<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 <input checked="" type="checkbox"/> N/A		Y	WC2-Z91-471217-019	12/12/2019	12/12/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Motor Truck Cargo Leased/Rented Equipment Scheduled Contractors Equipment		Y	46UUMIQ0230	12/12/2019	12/12/2020	Any One Truck Limit 1,000,000 Deductible 350,000 5,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Warehouse Legal Liability: 12/12/19 to 12/12/20 - The Hartford #46UUMIQ0230 Blanket Limit \$15,000,000/Ded. \$10,000 (except \$25,000 Wind/Hail)

<b>CERTIFICATE HOLDER</b>  Bid Purpose Only	<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 

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**CROSS LIABILITY CLAUSE**

Notwithstanding anything contained herein to the contrary it is understood and agreed that the inclusion of more than one insured under this Policy shall not preclude the right of recovery hereunder by the original Insured (as hereinafter named) in respect of claims made against such original Insured by additional Insured(s) (as hereinafter named), where such claims would have been recoverable under this policy had such additional Insureds not been so included hereunder.

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

**ADDITIONAL INSURED ENDORSEMENT**

Underwriters agree that, if required by written contract, any person, firm or organisation is included as an Additional Insured but only in respect of liability for Bodily Injury and/or Property Damage arising out of operations performed by the named Insured and only to the extent required under said written contract.

This insurance applies separately to each Insured against whom claim is made or suit is brought except with respect to Underwriters limits of liability.

The inclusion of any person, firm or organisation as an Insured shall not affect any right which such person, firm or organisation would have as a claimant if not included.

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**BLANKET CONTRACTUAL CLAUSE**

It is understood and agreed that coverage afforded is extended to insure the liability of the Insured arising out of hold harmless and/or indemnity agreements contained in such contracts as have been or may be entered into by the Insured.

**OPA DISCLAIMER CLAUSE**

This insurance does not constitute evidence of financial responsibility under The Oil Pollution Act of 1990 or any similar Federal or State Law and it is a condition of this insurance that it shall not be submitted to The United States Coast Guard or other Federal or State Agency as evidence of financial responsibility. The Underwriters do not consent to be guarantors.

**GULF OF MEXICO EXTENSION ENDORSEMENT**

It is agreed that coverage afforded by this Contract is hereby extended to include the Gulf of Mexico.

**IN-REM ENDORSEMENT**

It is agreed that any loss, otherwise covered by this Contract shall be considered covered thereby even though asserted by an action "In Rem" instead of action "In Personam", all limitations, exclusions and other provisions of the Contract shall be applicable to this endorsement.



**COMMERCIAL GENERAL LIABILITY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
ON-HOOK/RIGGERS LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE\***

**Each Occurrence Limit: \$ 1,000,000  
Aggregate Limit: \$ (Not Applicable)**

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

**A. Paragraph 2. Exclusions, subparagraphs j.(4) and j.(5) Damage To Property of SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted and replaced by the following:**

This insurance does not apply to:

- (4)** "Property damage" to personal property in the care, custody or control of the insured; or
  - (5)** "Property damage" to that particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- However, subject to the Limits of Insurance set forth in this endorsement, exclusions **j.(4)** and **j.(5)** do not apply while such property is being raised and/or lowered and/or moved by the use of "mobile equipment" owned by, used by, rented to or leased to you.

**B.** The Limits of Insurance shown in the Schedule above and the rules in section **C.** below fix the most we will pay regardless of the number of:

- 1.** Insureds;
- 2.** Claims made or "suits" brought alleging "property damage" to which this endorsement applies; or
- 3.** Persons or organizations sustaining "property damage" to which this endorsement applies.

**C.** The following is added to **SECTION III – LIMITS OF INSURANCE:**

- 1.** The Aggregate Limit shown in the Schedule above is the most we will pay for the sum of damages for "property damage" coverage provided under this endorsement. These payments will reduce the General Aggregate Limit shown in the Declarations.
- 2.** The Each Occurrence Limit shown in the Schedule above is the most we will pay for the sum of "property damage" arising in whole or in part out of any one "occurrence" for coverage provided under this endorsement. These payments will reduce the Each Occurrence Limit shown in the Declarations.

All other terms and conditions under the policy remain unchanged.

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

**WAIVER OF SUBROGATION ENDORSEMENT**

Underwriters agree to waive their rights of subrogation against any principal where waiver is required by written contract but only in respect of liability for Bodily Injury and/or Property Damage arising out of operations performed by the named Insured and only to the extent required under said written contract.

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COMMERCIAL GENERAL LIABILITY  
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

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

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

### **Primary And Noncontributory Insurance**

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

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

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



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

## **COMMERCIAL AUTOMOBILE EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTOMOBILE COVERAGE PART

Only that insurance provided below that broadens coverage under the Commercial Auto Coverage Part applies.

#### **A. Fellow Employee Exclusion Exception**

The following modification applies on an excess basis over any other insurance.

Exclusion 5. (Fellow Employee) of SECTION II - LIABILITY COVERAGE is replaced by the following:

5. "Bodily injury" to any fellow employee of the "insured" arising out of and in the course of the fellow employee's employment.

But this exclusion does not apply to "bodily injury" to any fellow employee which results from the use of a covered "auto" you own or hire.

#### **B. Increased Supplementary Payments**

The amount we will pay for the cost of bail bonds and for reasonable expenses incurred by the "insured" under the Supplementary Payments Coverage Extension of SECTION II - LIABILITY COVERAGE is increased to \$2,500 and \$300 respectively.

#### **C. Automatic Hired Auto Physical Damage Coverage**

1. Subject to 2. and 3. below, the broadest of the Physical Damage Coverages provided under this Coverage Part for "autos" you own are also provided for hired "autos" which are covered for Liability Coverage under this Coverage Part.
2. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss";
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. \$35,000.

3. As respects the Physical Damage Coverage provided for hired "autos" under this Coverage Extension, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the largest deductible for such coverage applicable to any owned covered "auto." In the event of "loss" caused by fire or lightning, no deductible shall apply.

#### **D. Leased Auto Additional Legal Obligation Coverage**

The following coverage is added to SECTION III - PHYSICAL DAMAGE COVERAGE:

For any covered "auto" for which this Coverage Form includes a lessor as an additional "insured" under the Additional Insured - Lessor endorsement, we will pay your additional "legal obligation" to such lessor in the event of a total "loss."

As used in this coverage, "legal obligation" shall mean and be the difference between the amount owed on your lease and the actual cash value of the "auto." The amount owed on your lease shall not include any taxes; overdue payments or interest resulting from overdue payments; penalties; lease termination fees; and charges resulting from mileage, overdue payments or excess wear and tear. The actual cash value of the "auto" and the amount owed on your lease shall be based on the time of the "loss."

#### **E. Theft Extension**

The coverage provided under SECTION III - PHYSICAL DAMAGE COVERAGE for transportation expenses incurred by you because of a total theft of a covered "auto" of the private passenger type is increased to \$50 per day and to a maximum of \$1,000.

**F. Window Glass Breakage Deductible Waiver**

For "loss" covered under SECTION III - PHYSICAL DAMAGE COVERAGE, the Deductible provision does not apply to window glass breakage if the damaged window glass is repaired instead of replaced.

**G. Malfunction Extension for Airbags**

The following provision is added to the Exclusion for wear and tear, freezing, mechanical or electrical breakdown under SECTION III - PHYSICAL DAMAGE COVERAGE:

But mechanical or electrical breakdown does not include accidental inflation of an airbag.

**H. Multiple Deductibles**

1. In the event of any occurrence which results in a loss or "loss" we cover under more than one Coverage, Coverage Form, or Coverage Part, the deductibles shall apply as described in 2., 3. or 4. below.
2.
  - a. If all involved deductibles are equal in amount, that amount will apply only once for all loss or "loss" from each occurrence.
  - b. Loss or "loss" from each occurrence under all involved coverages will be accumulated to make up that deductible amount.
3. If involved deductibles for different coverages are of different amounts, we will use the method described in a. or b. of this item 3. which results in the higher total payment to you.
  - a. We will apply each deductible to the loss or "loss" for the coverage to which it applies; or
  - b. We will add the amount of loss or "loss" from all involved coverages and subtract from the total the larger or largest applicable deductible.
4. This deductible provision does not apply to loss or "loss" caused by flood, windstorm or hail.

**I. Bodily Injury Redefined**

It is agreed and understood that the definition of "bodily injury" (SECTION V) includes mental anguish resulting from "bodily injury," sickness or disease to the person who sustained such "bodily injury," sickness or disease.

**J. Unintentional Failure to Disclose Hazards**

Failure of the insured to disclose all hazards existing as of the inception date of the Coverage Part shall not invalidate the insurance afforded by this Coverage Part if such failure or omission is not intentional.

**K. Broadened Cancellation**

It is agreed that we may cancel or nonrenew this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation or nonrenewal at least sixty (60) days before the effective date of cancellation.

This provision does not apply if the policy is cancelled for nonpayment of premium.

If these provisions conflict with any state law or regulation governing the cancellation/nonrenewal of this Coverage Part, then such law or regulation shall prevail and this Coverage Part is amended to conform with such law or regulation.

**L. Broadened Named Insured**

It is agreed that the Named Insured shown in the Declarations includes any subsidiary corporation, firm, or organization of a similar business nature which is newly acquired or formed, and over which you maintain ownership or majority interest, if there is no other similar insurance available to that organization. However, coverage does not apply to "bodily injury," "property damage" or "loss" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

As used in this extension of coverage, the phrase, "similar business nature" means of a nature which an ordinary person would consider to be closely related to your business.

**M. Notice of Accident, Claim, Suit or Loss**

It is agreed that failure by any agent, servant, or employee (except an executive officer, or individual designated by an executive officer to give such notice) of the "insured" to notify us of any "accident," claim, "suit," or "loss" of which such person has knowledge shall not invalidate the insurance afforded by this Coverage Part as respects the Named Insured.

**N. Hired Auto Changes**

Coverage territory is amended to be anywhere in the world for a "suit":

1. Involving a covered "auto" that is leased, hired, rented or borrowed by the Named Insured; and
2. Brought against an "insured" for damages to which this insurance applies;

when such "suit" is brought in:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico; or
- d. Canada.

**O. Theft Expenses**

Under the Loss Payment - Physical Damage Coverage Loss Condition (SECTION IV), regardless of the option we select, it is agreed and understood that in the event of a theft of a covered "auto," we will pay those expenses incurred for the return of the covered "auto" to the Named Insured.

**P. Employees as Insureds**

The following is added to the LIABILITY COVERAGE WHO IS AN INSURED provision:

Any employee of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**Q. Towing and Labor**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, Towing is replaced by the following:

**Towing and Labor**

We will pay up to the following limits for towing and labor costs incurred each time a covered "auto" is disabled:

- a. \$100 for a covered "auto" rated and classified as a private passenger vehicle.
- b. \$150 for a covered "auto" rated and classified as a light, medium, heavy or extra-heavy truck.

However, the labor must be performed at the place of disablement.

**R. Personal Effects**

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE:

**Personal Effects**

If you carry Comprehensive Coverage for the stolen covered "auto", we will pay up to \$750 for personal effects stolen with the auto.

This insurance is excess over any other collectible insurance and no deductible applies.

**S. Waiver of Subrogation**

The Transfer of Rights of Recovery Against Others To Us Loss Condition is replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have under such a transfer of rights against any person or organization holding a waiver under a written contract with the insured if such contract was executed prior to the loss which generated such right of recovery.

**T. Additional Insured - By Contract, Agreement Or Permit**

Under SECTION II - LIABILITY COVERAGE, the following is added to Who Is An Insured:

Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance such as is afforded by this Business Auto Coverage Form is an "insured" for Liability Coverage, but only to the extent that such person or organization qualifies as an "insured" under the Who Is An Insured Provision.

**U. Rental Reimbursement**

- 1. We will reimburse you for reasonable costs you incur for the rental of a substitute "auto" that temporarily replaces a covered "auto" described in the Declarations while such "auto" is being repaired due to a "loss" covered under Comprehensive Coverage, Specified Cause of Loss Coverage or Collision Coverage.
- 2. We will pay the lesser of:
  - a. The amount of actual and necessary rental costs that you incur; or
  - b. A maximum of \$5,000 for each "loss."
- 3. The Deductible provision does not apply to this coverage.

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

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

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM  
BUSINESS AUTO 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 Other Insurance General Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This Coverage Form's Liability Coverage 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 Coverage Form's Liability Coverage would be primary and would not seek contribution from any other insurance available to the additional insured.



## 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 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: To be determined at Audit

Issued by Liberty Mutual Fire Insurance Company

For attachment to Policy No.WC2-Z91-471217-019      Effective Date 12/12/19      Premium \$ to be determined at Audit

Issued to Able Moving LLC