



CERTIFICATE OF LIABILITY INSURANCE

AUDIO-4

OP ID: ST

DATE (MM/DD/YYYY)

08/05/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Anco Insurance B/CS P. O. Box 3889 Bryan, TX 77805 Juanice G. Smith, CIC, CISR	979-776-2626 979-774-5372	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):																				
	INSURED Audio Electronics, Inc. Audiometric Calibrations Svcs Venture Audiometric Services P O Box 2040 Boerne, TX 78006		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Acadia Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td>Texas Mutual Ins. Co.</td> <td>22945</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Acadia Insurance Co.		INSURER B :	Texas Mutual Ins. Co.	22945	INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

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
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	CPA4162500	08/07/11	08/07/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	CPA4162500	08/07/11	08/07/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TSF0001193448	08/07/11	08/07/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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

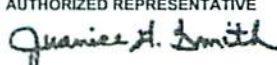
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional insured and waiver of subrogation endorsements (GL) CLCG84431106 & (AU) CLCA20148107 apply as required by written contract.

SFA SU PROUREMENT

AUG 08 2011

RECEIVED

CERTIFICATE HOLDER**CANCELLATION**

STEPNAC Stephen F. Austin State University Purchasing Dept P. O. Box 13030, SFA Station Nacogdoches, TX 75962-3030	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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and over which you maintain ownership or major interest of more than 50% will qualify as Named Insured if there is no other similar transaction available to that organization. However,

a. Coverage under this provision is afforded only until the next anniversary date of the policy effective date after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Section 1 - Coverage A - Bodily Injury and Property Damage Liability does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and Section 1 - Coverage B - Personal and Advertising Injury Liability does not apply to "personal and advertising injury" arising out of an offense controlled by you for you acquired or formed the organization.

J. NON-OWNED WATERCRAFT Exclusion 2.g. subparagraph (2) under Section 1 - Coverage A - Bodily Injury and Property Damage Liability is deleted and replaced by the following:

(2) A watercraft you do not own that is: (a) Less than 65 feet long; and (b) Not used to carry persons or property for a charge.

K. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS Under Section 1 - Supplementary Payments -

1. The limit shown in paragraph 1.b. for the cost of bail bonds is changed from \$250 to \$2,500; and 2. The limit shown in paragraph 1.d. for loss of earnings because of time off work is changed from \$500 a day to \$1,000 a day.

L. UNINTENTIONAL OMISSION IN DISCLOSURE The following provision is added to Paragraph 6. Representations of Section IV - Commercial General Liability Conditional:

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

10. WAIVER OF SUBROGATION

The Transfer Of Rights Of Recovery Against Other To The Condition of Section IV - Commercial General Liability Conditional is amended by the addition of the following:

Notwithstanding anything to the contrary in previous paragraphs, we waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or your work included in the products-completed operations hazard. If:

1. Such operations or work were done under a written contract or written agreement between you and such person or organization that contained a provision requiring such waiver; and 2. Such will be in contract or written agreement was:

a. Made prior to the covered injury or damage; b. In effect at the time of the covered injury or damage. This waiver applies only with respect to such person or organization.

Under Section 1 - Supplementary Payments - Coverage A and B:

1. The limit shown in paragraph 1.b. for the cost of bail bonds is changed from \$250 to \$2,500; and 2. The limit shown in paragraph 1.d. for loss of earnings because of time off work is changed from \$500 a day to \$1,000 a day.

The following provision is added to Paragraph 6. Representations of Section IV - Commercial General Liability Conditional:

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

WHY WE ARE USING THE LATEST ACORD 25 CERTIFICATE OF INSURANCE

In September 2009, ACORD revised the ACORD 25 Certificate of Insurance form. One of the major changes was the removal of the cancellation notice provision. For the following reasons, we are unable to issue an older edition of this form, modify the current form, or complete a proprietary form you provide:

Notice of cancellation is a policy right, not an unregulated service. No insurer shown on this certificate is able to provide the cancellation notice you desire by endorsement. For example, the insurer can cancel immediately, so it would be impossible for the insurer to give you the notice you request. State law also grants the insurer the right to cancel for reasons such as nonpayment with less notice than you require.

For the reason just cited, if our agency was to issue a certificate that provides the cancellation notice you request, we would do so with the full knowledge that it would be impossible to actually give that amount of notice under certain circumstances. As such, the certificate could be alleged to constitute a misrepresentation or fraud which could subject our agency and staff to serious civil and criminal penalties.

If a certificate purports to provide a policy right different from that provided by the policy itself, then the certificate effectively purports to be a policy form. Policy forms must be filed and approved by our state department of insurance. Use of nonfiled policy forms is illegal and could result in legal sanctions distinct from the assertion that the certificate is fraudulent.

UNDER THE ACORD CORPORATION'S LICENSING AGREEMENT, THE PRIOR EDITIONS OF SUPERSEDED FORMS CAN BE USED FOR ONE YEAR FROM THE TIME THE NEW FORMS ARE INTRODUCED. BEGINNING IN SEPTEMBER 2010, THIS IS ANOTHER REASON WE CANNOT USE AN OLDER EDITION OF THE ACORD 25. DOING SO WOULD VIOLATE LICENSING AGREEMENT AND, AS A COPYRIGHTED DOCUMENT, FEDERAL COPYRIGHT LAW.

Likewise, we are unable to modify the new certificate to add a notice of cancellation. ACORD forms are designed to be completed, not altered. ACORD's Forms Instruction Guide says that a certificate should not be used "To waive rights.... To quote wording from a contract... In addition, our insurance company amends a policy unless the policy itself has been amended."

We are often asked to issue proprietary certificates provided by the certificate requestor. Again, our insurance company contract only allow us to issue unaltered ACORD forms unless specific authorization is granted. certificates include broad, vague or ambiguous language that may or may not be in compliance with state laws, regulations, and insurance department directives.

You may be interested in how the City of Atlanta, Georgia is now reportedly dealing with this issue based on a very detailed study they conducted in 2008. http://myurl.com/26guaxk We appreciate your understanding of the legal restrictions placed on us.