



FERRHEA-01

JAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/3/2013

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 Davis Insurance Agency, Inc. P.O. Box 152620 Lufkin, TX 75915-2620	CONTACT NAME: Jan Howard, CIC
	PHONE (A/C, No, Ext): (936) 634-2291 FAX (A/C, No): (936) 639-2918 E-MAIL ADDRESS: Jan@davisdifference.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Technology Insurance Company	NAIC #
INSURER B: St. Paul Fire & Marine Insurance Company	24767
INSURER C: Zenith Insurance Company	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED Ferrara's Heating & Air Conditioning Co., Inc. P. O. Box 154107 Lufkin, TX 75915	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Technology Insurance Company	NAIC #
INSURER B: St. Paul Fire & Marine Insurance Company	24767	
INSURER C: Zenith Insurance Company		
INSURER D:		
INSURER E:		
INSURER F:		

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			TPP1058214 00	6/30/2013	6/30/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						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
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY			TPP1058214 00	6/30/2013	6/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			ZUP-15P34933-13-NF	6/30/2013	6/30/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			C070781104	6/30/2013	6/30/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				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)

CERTIFICATE HOLDER**CANCELLATION**

Stephen F. Austin State University
 PO Box 13030, SFA Station
 2124 Wilson Drive
 Nacogdoches, TX 75962

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Davis Insurance Agency, Inc.		NAMED INSURED Ferrara's Heating & Air Conditioning, Inc.	
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

- We have issued an industry-standard ACORD certificate of insurance issued on your behalf for the captioned client. A law passed by the Texas Legislature effective January 1, 2012 (Senate Bill 425) requires certificate forms (as well as questionnaires and related documents) to be filed with and approved by the Texas Department of Insurance. We are prohibited by law from issuing a certificate unless it has been approved. The certificate form you furnished for issuance was not found on the list of approved forms. For more information regarding the law or details on how to obtain approval of your form, contact P&C Intake Unit; Texas Department of Insurance; 333 Guadalupe; Austin, TX 78701
- We are pleased to attach an industry-standard ACORD certificate of insurance issued on your behalf for the captioned client. The insurance company will not execute, and would not authorize our agency to execute, the special certificate of insurance or questionnaire you requested.
- We are pleased to attach the certificate of insurance issued on your behalf for the captioned client. The insurance company will not answer, and would not authorize our agency to answer the items listed below:
- The Business Auto policy includes a blanket automatic additional insured endorsement [provision] that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.
- The General Liability policy includes a blanket automatic additional insured endorsement [provision] that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.
- The Business Auto policy does not contain "Primary and Noncontributory" wording.
- The Business Auto policy contains a special endorsement with "Primary and Noncontributory" wording.
- The General Liability policy does not contain a special endorsement with "Primary and Noncontributory" wording.
- The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.
- The insurance company allows only the certificate holder to be shown as an additional insured and does not allow the listing of multiple persons as additional insureds.
- The contractual liability coverage provided by the policies is standard and may not cover all liabilities assumed by the named insured under its contract with the certificate holder.
- The general liability policy includes endorsement CG 24 26 07 04 that eliminates coverage for the sole negligence of a third party assumed by contract.
- The insurance company does not allow a waiver of subrogation endorsement on the Business Auto policy.



ADDITIONAL REMARKS SCHEDULE

AGENCY Davis Insurance Agency, Inc.		NAMED INSURED Ferrara's Heating & Air Conditioning, Inc.	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability

- The insurance company does not allow a waiver of subrogation endorsement on the General Liability policy.
- The insurance company does not allow a waiver of subrogation endorsement on the Worker's Compensation policy.
- Due to filing requirements of the Texas Department of Insurance, the Insurance company is only permitted to use waiver of subrogation endorsement # (number, edition date).
- The Business Auto policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.
- The General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.
- The Workers Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.
- The policy includes an endorsement providing that number of days' notice of cancellation [or coverage change] will be furnished to the certificate holder. See Days.
- The insurance company will not provide notice of cancellation to certificate holders.
- The Business Auto policy includes a blanket notice of cancellation to certificate holders endorsement, providing for specified number of days' advance notice if the policy is canceled by the company other than for nonpayment of premium, and if the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.
- The General Liability policy includes a blanket notice of cancellation to certificate holders endorsement, providing for specified number of days' advance notice if the policy is canceled by the company other than for nonpayment of premium, and if the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.



ADDITIONAL REMARKS SCHEDULE

AGENCY Davis Insurance Agency, Inc.		NAMED INSURED Ferrara's Heating & Air Conditioning, Inc.	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability

- The Workers Compensation policy includes a blanket notice of cancellation to certificate holders endorsement, providing for specific days' advance notice if the policy is canceled by the company other than for nonpayment of premium, and specific days' notice after the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation

- Umbrella is follow form.

- [Empty Remark Box]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket as required by written contract.	Blanket as required by written contract. It is agreed that such insurance as is afforded by this policy for the benefit of the additional insured shown shall be primary insurance, and any other insurance maintained by the additional insured(s) shall be excess and noncontributory as respects any claim, loss or liability allegedly arising out of the operations of the named insured, provided however that this insurance will not apply to any claim loss or liability which is determined to be solely the result of the additional insured's negligence or solely the additional insured's responsibility.
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.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

<p>Name Of Person Or Organization:</p> <p style="text-align: center;">Blanket As Required By Written Contract</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS CHANGES IN 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.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p> <p style="text-align: center;">Blanket As Required By Written Contract</p>
Additional Premium \$

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

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule. We will retain the additional premium shown above, regardless of any early termination of this endorsement or the policy.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. () **Specific Waiver**

Name of person or organization

(X) **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 2.00 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:**
TO BE DETERMINED AT AUDIT

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.)

ZNAT INSURANCE COMPANY - 30414

Endorsement Effective
Policy No. C070781104 PAMC
Insured FERRARA'S HEATING & AIR CONDITIONING CO, INC
Policy Period 06/30/2013 TO 06/30/2014

Countersigned by _____

Endorsement No. 9