



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2020

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).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 111 Veterans Boulevard, Suite 1130 Metairie LA 70005		CONTACT NAME: Michael Tubbs PHONE (A/C, No, Ext): 504-888-1100 E-MAIL ADDRESS: Michael_Tubbs@ajg.com FAX (A/C, No): 504-888-1299	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Sentry Insurance a Mutual Company	
		INSURER B: Navigators Specialty Insurance Company	
		INSURER C: Underwriters at Lloyd's London	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 47168099 **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
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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CH19NP30BGWYRIC	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	901481503	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	Y	Y	ENVX000007719	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> 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	Y	901481501	6/1/2019	6/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is listed as Additional Insured and provided Waiver of Subrogation on the General Liability Policy Form # (NAV NP3 07/16) Certificate Holder is listed as Additional Insured on the Auto Policy Form # (CA 00 02 01 87)
Waiver of Subrogation Form # (CA 80 11 07 07) is in favor of the certificate holder on the Auto Liability and Form # (WC 00 03 13 04 84) on the Workers Compensation as required by written contract, pursuant to and subject to the policies terms, definitions, conditions and exclusions.

Additional Insured: Capitol Region Council of Governments, pursuant to and subject to the policies terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

Capitol Region Council of Governments
241 Main Street 4th
Hartford CT 06106

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

14. Reckless Disregard

your reckless disregard for the security of **personally identifying information** or **personally sensitive information** in your care, custody or control.

SECTION II. WHO IS AN INSURED ✓

In addition to the named Insured(s) listed in Item 1. of the Declarations, or any named Insured(s) added to this policy by endorsement, where applicable and to the extent outlined herein, the following person(s), entity(ies), or organization(s) are an Insured under this policy:

1. If you are designated in the Declarations as:

- a. an individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. a partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. a limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. an organization other than a partnership, joint venture or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders; or
- e. a trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

Any reference throughout this policy to a spouse(s) includes a person(s) who is/are a party to a civil union as defined by any applicable state or federal law.

2. Each of the following is also an insured:

- a. Your **volunteer workers** but only while performing duties related to the conduct of your business, or your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** are insureds for:

(1) **bodily injury or personal and advertising injury:**

- (a) to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company);
- (b) for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) immediately above; or
- (c) arising out of the providing or failing to provide professional health care services, except with respect to any incidental health care services provided by a physician, dentist, nurse, emergency medical technician or paramedic employed by you to provide such services, provided you are not engaged in the business of providing such services.

(2) **property damage or environmental damage** to property:

- (a) owned, occupied or used by, or
- (b) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,

you, any of your **employees, volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. any person (other than your **employee or volunteer worker**), or any organization while acting as your real estate manager.
- c. any person or organization having proper temporary custody of your property if you die, but only with respect to liability arising out of the maintenance or use of that property and only until your legal representative has been appointed.
- d. your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
- e. any subsidiary, associated, affiliated or allied company or corporation, including subsidiaries thereof, of which you have at least 50% ownership interest as of the **Inception date**.

✓ 3. Any person or organization, other than a third party carrier, with whom you agreed in a written contract, written agreement or a permit to include as an insured, but only with respect to **bodily injury, property damage, environmental damage, or emergency cleanup costs** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf, arising out of your operations, **your work, equipment or premises** leased, rented or owned by you, or **your products** which are distributed or sold in the regular course of a vendor's business, however:

- a. A vendor is not an insured with respect to **bodily injury, property damage, environmental damage, emergency cleanup costs**, or other injury or damage arising out of:
 - (1) the assumption of liability by the vendor in a contract or agreement except for any such damages that the vendor would have in the absence of the contract or agreement;
 - (2) any express warranty unauthorized by you;
 - (3) any physical or chemical change in the product made intentionally by the vendor;
 - (4) repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) any failure to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) any demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) the sole negligence of the vendor for its own acts or omissions or those of its **employees** or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) the exceptions contained in sub-paragraphs (4) or (6) above; or
 - (b) such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- b. A manager or lessor of premises, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured with respect to **bodily injury, property damage, environmental damage, emergency cleanup costs**, or any other injury or damage arising out of:

- (1) any occurrence which takes place after the equipment lease expires or you cease to be a tenant;
 - (2) structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver; or
 - (3) the sole negligence of the manager or lessor of premises, lessor of leased equipment, or mortgagee, assignee, or receiver, for its own acts or omissions or those of its **employees** or anyone else acting on its behalf.
4. Solely with respect to **Coverage Part 1.E. Employee Benefits Liability**, paragraph 2. above is deleted in its entirety and replaced by the following:
 - a. Each of the following is also an insured:
 - (1) each of your **employees** who is or was authorized to administer your **employee benefit program**.
 - (2) any persons, organizations or **employees** having proper temporary authorization to administer your **employee benefit program** if you die, but only until your legal representative is appointed.
 - (3) your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the **policy period**, whichever is earlier;
 - b. you are required to provide written notification to us within 180 days after the date of such acquisition or formation or before the end of the **policy period**, whichever is earlier;
 - c. if, in our sole discretion, we determine additional premium is to be charged, such additional premium will be determined by the rates utilized on the **Inception date** of this policy and you are responsible to pay the additional premium when due;
 - d. coverage under this policy does not apply to **bodily injury, property damage, environmental damage, crisis management event or loss** that occurred, or any **pollution incident** that commenced, before you acquired or formed the organization;
 - e. **Coverage Part 1.B. Personal and Advertising Injury** does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization;
 - f. **Coverage Part 1.E. Employee Benefits Liability** does not apply to any negligent act, error or omission of the insured that took place or was committed before you acquired or formed the organization; and
 - g. **Coverage Part 1.G. Product Recall Expense** does not apply to **product recall expense** arising out of a **product recall** that occurred before you acquired or formed the organization.
6. Any person or organization that has at least a 50% controlling interest in you but only with respect to **bodily injury, property damage, environmental damage, or personal and advertising injury** arising solely out of their financial control of you.

No person, organization or entity is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company unless a current or past partnership, joint venture or limited liability company qualifies as an insured in paragraphs 1. through 6. above.

SECTION III. LIMITS OF LIABILITY

1. The Limits of Liability shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. the effectiveness of such services depends on your cooperation and assistance;
- b. all services may not be available or applicable to all individuals. For example, **affected individuals** who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions;
- c. we do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events;
- d. you will have a direct relationship with the professional service firms or providers paid for in whole or in part under **Coverage 3. Cyber & Data Compromise Liability**. Those professional service firms or providers work for you.

31. Sole Agent

The **first named Insured** listed in Item 1. of the Declarations shall act on behalf of all other insureds, if any, for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or nonrenewal, and the exercise of any rights included in any Coverage Parts in this Policy.

32. Voluntary Payments

Other than first aid or **emergency cleanup costs**, no insured shall, except at its own cost:

- a. voluntarily make a payment, assume any obligation, or incur any expense for damages, **loss, product recall expenses, data re-creation costs, data restoration costs, or crisis management fees**, including, but not limited to, incurring any **cleanup costs** other than **emergency cleanup costs**; or
- b. admit liability, offer to settle, or agree to any settlement in connection with any **claim, suit, data compromise suit or network security liability suit** without our prior written consent. When our written consent to a settlement is requested, you must promptly provide us with all information and particulars we may reasonably request, including, but not limited to, information which an insured may deem immaterial, in order to reach an informed decision as to such consent. Any damages, **loss, product recall expenses, data re-creation costs, data restoration costs, or crisis management fees**, or other costs, charges or expenses resulting from any admission of liability or agreement to settle, including any **claim expenses** and **network security liability defense costs**, incurred prior to our consent shall not be covered hereunder; or
- c. with respect to any **cleanup costs** to which this insurance applies, the insured must:
 - (1) submit, for our approval, all proposed work plans prior to submittal to any regulatory agency;
 - (2) submit, for our approval, all bids and contracts for **cleanup costs** prior to execution or issuance; and
 - (3) forward progress reports regarding **cleanup costs** to us at reasonable intervals and prior to any submittal to any regulatory agency that is authorized to review and approve such submittals.

33. Subrogation

In the event of any payment under this insurance by us, we shall be subrogated to all the insured's rights of recovery against any person or organization. You agree to cooperate with us and to execute and deliver all instruments and papers and do whatever else is necessary to enforce such rights. No insured shall do anything after the payment of **loss, network security liability defense costs, network security liability settlement costs, damages, or crisis management fees** by us to prejudice such rights.

After the deduction of any expenses incurred by us in making a subrogation recovery, any remaining monies shall first accrue to you to the extent of any payment in excess of the limits of liability, then to us to the extent of our payment under the policy, then to you to the extent of your payment of the deductible.

We will waive any right of recovery we may have against any person or organization because of payments we make for any **loss**, damages, or **crisis management fees** arising out of your operations done under a written contract or agreement with that person or organization and included in **your work** or the **products-completed operations hazard**. This blanket waiver of subrogation applies only to persons or organizations with which you have a written contract, executed prior to the **bodily injury, property damage, or environmental damage** that requires the insured to waive its rights of recovery.

34. Transfer of Defense Duties

If we conclude that any applicable limit of liability of this policy has been, or soon will be, exhausted by the payment of damages, **loss**, **network security liability defense costs**, **network security liability settlement costs**, **crisis management fees**, or any other costs, charges or expenses, we will so notify the **first named insured** in writing as soon as practicable. In the event that there are ongoing legal proceedings with respect to any **claim, suit, data compromise suit, or network security liability suit** against an insured, and any applicable limit of liability of this policy has been exhausted, we will advise you that our duty to defend has ended and that we will no longer handle the defense of any ongoing **claim(s), suits, data compromise suits, or network security liability suits**, or any new **claims, suits, or data compromise suits, or network security liability suits** against an insured. Thereafter, we will initiate and cooperate in the transfer of control of the defense of all **claims, suits, data compromise suits, or network security liability suits** to any appropriate insured. The exhaustion of any applicable limit of liability will not be affected by our failure to comply with any of the provisions of this section, nor will we be obligated by operation of any rights or duties in this paragraph to defend or continue to defend any **claim, suit, data compromise suit, or network security liability suit** or pay any damages, **loss**, **network security liability settlement costs**, **network security liability defense costs**, **claim expenses**, **product recall expenses**, **data re-creation costs**, **data restoration costs**, **crisis management fees**, or any other costs, charges or expenses, after any applicable limit of liability of this policy is exhausted.

SECTION V. POLICY DEFINITIONS

1. Administration means:

- a. providing information to **employees**, including their dependents and beneficiaries, with respect to eligibility for or scope of **employee benefit programs**;
- b. handling records in connection with the **employee benefit program**; or
- c. effecting, continuing or terminating any **employee's** participation in any benefit included in the **employee benefit program**.

However, **administration** does not include handling payroll deductions.

2. Advertisement means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

3. Affected individual means any person who is your current, former or prospective customer, client, member, owner, director or **employee** and whose **personally identifying information** or **personally sensitive information** is lost, stolen, accidentally released or accidentally published by a **personal data compromise**. This definition is subject to the following provisions:



SENTRY INSURANCE A MUTUAL COMPANY
STEVENS POINT, WISCONSIN
(A PARTICIPATING MUTUAL COMPANY)
A MEMBER OF THE SENTRY FAMILY OF INSURANCE COMPANIES

COMMERCIAL AUTO POLICY

COMMERCIAL AUTO DECLARATIONS

POLICY NUMBER 90-14815-03

Name and Address of
the Additional Insured

ANY PERSON OR ORGANIZATION FOR
WHOM YOU ARE CONTRACTUALLY
BOUND TO PROVIDE ADD'L INSURED
STATUS BUT ONLY TO THE EXTENT
OF SUCH PERSON OR ORGANIZATION
LIABILITY ARISING OUT OF THE
USE OF A COVERED "AUTO", LA 70433

Name and Address
of the Named Insured

POOL CORPORATION
109 NORTHPARK BLVD STE 510
COVINGTON, LA 70433

ADDITIONAL INSURED SCHEDULE

The following information is required to complete the accompanying
Additional Insured Endorsement which forms a part of the Named Insured's
Commercial Auto Policy.

ENDORSEMENT

CA 70 13 10 13

EFFECTIVE

FROM June 01, 2019
TO June 01, 2020

DESCRIPTION OF AUTOS

-

RELATIONSHIP OR CAPACITY

AS REQUIRED BY CONTRACT

Limit of Liability Insurance

\$2,000,000

FOR ENDORSEMENT TEXT,
SEE OVER.

CA 00 02 01 87 (MECH)

P00 90-14815-03 00 191
06-11-2019
(000 0005)

AUTO ADDITIONAL INSURED

This endorsement modifies the coverage provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The information required to complete this endorsement is shown in the Declarations.

- A. WHO IS AN INSURED is changed to include as an "insured" the person or organization named in the schedule, but only with respect to liability arising out of the stated relationship or capacity and the described "auto".
- B. Cancellation
 - 1. If we cancel the policy, we will mail notice to the named person or organization in accordance with the cancellation common policy condition.
 - 2. If you cancel the policy, we will mail notice to the named person or organization.
 - 3. Cancellation ends this agreement.

CA 70 13 10 13



COMMERCIAL AUTO

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY A WRITTEN CONTRACT
TO WAIVE RECOVERY RIGHTS

Section IV BUSINESS AUTO CONDITIONS A. Loss Conditions 5. Transfer Of Rights
Of Recovery Against Others To Us is amended by the addition of the following:

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, loss or damage rising out of your ongoing operations or your work
done under a contract with that person or organization. This waiver
applies only to the person or organization shown in the Schedule above.

CA 80 11 07 07

P00 90-14815-03 00 191
06-11-19
PAGE 001



SENTRY INSURANCE A MUTUAL COMPANY
Carrier Code No. 15571

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

POLICY NUMBER: 90-14815-01 00 191

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

"ALL WRITTEN CONTRACTS PROVIDED SUCH CONTRACT WAS MADE PRIOR TO LOSS"

WC 00 03 13 (Ed. 04-84)

Copyright 1983 National Council on Compensation Insurance.

ENDORSEMENT NO. 013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION – BLANKET ENDORSEMENT

With respect to the person(s) or organization(s) listed in the schedule below in this endorsement, it is hereby agreed the following paragraph is added to condition 33. **Subrogation of SECTION IV. CONDITIONS OF INSURANCE:**

We agree to waive any right of recovery we may have against the person(s) or organization(s) shown in the Designated Schedule of Person(s) or Organization(s) because of payments we make:

- a. with respect to **Coverage 1. General Liability**, for injury or damage arising out of your ongoing operations or **your work** included in the **products-completed operations hazard**; or
- b. with respect to **Coverage 2. Pollution Liability**, for **bodily injury, property damage or cleanup costs** caused by a **pollution incident** resulting from:

- (1) **your work**;
- (2) **transportation activities**; or
- (3) the storage, handling, treatment, processing, recycling or disposal of your customer's waste at any **scheduled site or unscheduled site**;

provided the aforementioned operations or activities performed under a written contract with a person or organization shown in the Designated Schedule of Person(s) or Organization(s). This waiver applies only to the person(s) or organization(s) shown in the Designated Schedule of Person(s) or Organization(s).

DESIGNATED SCHEDULE OF PERSON(S) OR ORGANIZATION(S)

Name of Person or Organization:

Any customers for whom you perform ongoing operations; **your work**; **transportation activities**; or the storage, handling, treatment, processing, recycling or disposal of your customer's waste at any **scheduled site or unscheduled site**, but only if and to the extent:

- 1. the waiver of such rights is required by written contract with your client; and
- 2. such contract is executed and effective prior to the date any:
 - a. **occurrence, pollution incident, event** or other circumstance or offense, or
 - b. act, error or omission,

which may result in a **claim or suit**, or give rise to damages, **loss** or any other payments to which this insurance may apply, first commenced.

All other terms, conditions, and exclusions shall remain the same.

POLICY NUMBER:

COMMERCIAL AUTO
CA 76 01 06 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED - PRIMARY AND
NONCONTRIBUTORY - COVERED AUTOS
LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

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

Named Insured: POOL CORPORATION

Endorsement Effective Date: 06-01-2019

SCHEDULE

Name Of Person(s) Or Organization(s):
AS REQUIRED BY WRITTEN CONTRACT

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

A. Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

- (1) Paragraph A.1. of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or
- (2) Paragraph D.2. of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) Prior to the "accident" 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 person or organization.



SENTRY CASUALTY COMPANY
Carrier Code No. 37877

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

POLICY NUMBER: 90-14815-02 00 191

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

"ALL WRITTEN CONTRACTS PROVIDED SUCH CONTRACT WAS MADE PRIOR TO LOSS"

WC 00 03 13 (Ed. 04-84)

Copyright 1983 National Council on Compensation Insurance.