

# **CERTIFICATE OF LIABILITY INSURANCE**

06/15/2023

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060					CONTACT CLIENT CONTACT CENTER  PHONE (A/C, No. Ext): 888-333-4949  F-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM			
·				ADDRESS: CL		FFORDING COVERAGE	NAIC#_	
				INSURER A:F	EDERATED SE	RVICE INSURANCE COMPA	NY 28304	
INSURED 265-142-0					INSURER 9:			
FIKES WHOLESALE INC PO BOX 1287					INSURER C:			
TEMPLE, TX 76503-1287					INSURER D:			
					INSURER E:			
				INSURER F:	•			
COVERAGES CERTIFICATE NUMBER: 717				REVISION NUMBER: 0				
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 TYPE OF INSURANCE -	arr	SUBR WVD	POLICY NUMBER	(MM/BD/YEFF)	POLICY EXP	LIMITS		
X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$1,000,000	
CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES	\$100,000	
Lij						MED EXP (Any one person)	EXCLUDED	
A	Y	Y	6047880	07/01/2023	07/01/2024	PERSONAL & ADV INJURY	\$1,000,000	
GEN1. AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000	
X POLICY PROT LOC			i			PRODUCTS & COMP/OP AGG	\$2,000,000	
OTHER:								
AUTOMOBILE LIABILITY			1			COMBINED SINGLE LIMIT [Ea accident]	\$1,000,000	
X ANY AUTO						BODILY INJURY (Per Person)		
A CWNED AUTOS ONLY SCHEDULED	Y	Y	6047880	07/01/2023	07/01/2024	BODILY INJURY (Per Accident)		
HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE [Per Accident)		
X UMBRELLA LIAB X OCCUR		1				EACH OCCURRENCE	\$10,000,000	
A EXCESSIAB CLAIMS-MADE	Υ	Y	6047884	07/01/2023	07/01/2024	AGGREGATE	\$10,000,000	
DED RETENTION		<u> </u>						
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY YIN	ļ					PER STATUTE OTHER	_	
ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L EACH ACCIDENT		
(Mandatory in NH) If yes, describe under						ELL DISEASE EA EMPLOYEE		
DESCRIPTION OF OPERATIONS below	<u> </u>					ELL DISEASE - POLICY LIMIT		
<b>†</b>								
	ļ							
	<u> </u>		<u>                                     </u>	· · · · · · · · · · · · · · · · · · ·	<u> </u>	<u> </u>		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE SEE ATTACHED PAGE	S (ACC	ORD 101	l, Additional Remarks Schedule, may l	be attached if more	space is required)			
						-		
CERTIFICATE HOLDER				CANCELLATION				
265-142-0 UPSHUR COUNTY JUDGE			717 0	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED				
PO BOX 790					BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN			
GILMER, TX 75644-0790					ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE				
				AUTHORIZED REPRESENTATIVE Decholar R. Jouver				
							- '	
				<u> </u>				

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# AGENCY CUSTOMER ID: 265-142-0

LOC#:

# ADDITIONAL REMARKS SCHEDULE

Page\_\_1 of \_\_1

AGENCY		NAMED INSURED		
FEDERATED MUTUAL INSURANCE COMPANY		FIKES WHOLESALE INC  PO BOX 1287 TEMPLE, TX 76503-1287		
POLICY NUMBER				
SEE CERTIFICATE # 717.0				
CARRIER	NAIC CODE .	EFFECTIVE DATE: SEE CERTIFICATE # 717.0		
SEE CERTIFICATE # 717.0	İ			
ADDITIONAL REMARKS	<u> </u>			
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO	ACORD FORM,			
FORM NUMBER: 25 FORM TITLE:		OF LIABILITY INSURANCE		
THE CERTIFICATE HOLDER IS A DESIGNATED INSIDESIGNATED INSUBED FOR COVERED AUTOS LIABIL GENERAL LIABILITY CONTAINS A WAIVER OF TRAINAUTOR CONDITIONS OF THE BLANKET WAIVER OF TRANSFIVER OF CONDITIONS OF THE BLANKET WAIVER OF TRANSFIVER OF COMPENSATION CONTAINS A WAIVER OF STATUTE. BUSINESS AUTO COVERAGE INCLUDES POLLUTION INCOMPRED AUTOS. COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING UMBRELLA POLICY. BUSINESS AUTO POLICY INCLUDES THE MCS-90 FE BUSINESS AUTO POLICY INCLUDES THE MCS-90 FE BUSINESS AUTO POLICY INCLUDES THE MCS-90 FE	N EMDRSEMENT. URED ON BUSINESS LITY COVERAGE. NSFER OF RIGHTS OF SUBROGATION I ER OF RIGHTS OF SUBROGATION IN F LIABILITY VIA TH TO THE TERMS, C	AVOR OF THE CERTIFICATE HOLDER WHERE PERMITTED BY STATE E CA_99_48,_POLLUTION LIABILITYBROADENED-COVERAGE-FOR- ONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL		
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#### THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

# DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER 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 Auto Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Named Insured: Fikes Wholesale Inc Endorsement Effective: 07/01/2023

#### **SCHEDULE**

#### Name of Person(s) Or Organization(s):

Upshur County Judge PO Box 790 Gilmer, TX 75644-0790

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

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

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

# POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS - BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

- A. Covered Autos Liability Coverage is changed as follows:
  - Paragraph a. of the Pollution Exclusion applies only to liability assumed under a contract or agreement.
  - 2. With respect to the coverage afforded by Paragraph A.1. above, Exclusion B.6. Care, Custody Or Control does not apply.

#### B. Changes In Definitions

For the purposes of this endorsement, Paragraph D. of the **Definitions** Section is replaced by the following:

- D. "Covered pollution cost or expense" means any cost or expense arising out of:
  - Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - Any claim or "suit" by or on behalf of a
    governmental authority for damages
    because of testing for, monitoring,
    cleaning up, removing, containing,
    treating, detoxifying or neutralizing, or in
    any way responding to or assessing the
    effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

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

#### BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE PART

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

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

#### POLICY NUMBER: 6047880

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

# ADDITIONAL INSURED - DESIGNATED 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):

Upshur County Judge
PO Box 790
Gilmer, TX 75644-0790

DESCRIPTION OF INTEREST IF APPLICABLE:
Any Coverage Provided by This Endorsement
Applies Only to Fuel Delivery by the Named
Insured

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 your acts or omissions or the acts or omissions of those acting on your behalf:
  - 1. In the performance of your ongoing operations; or
  - 2. In connection with your premises owned by or rented to you.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law: and
- 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
- Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Insured: Fikes Wholesale Inc PO Box 1287 Temple, TX 76503-1287

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

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

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 against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

© Insurance Services Office, Inc., 2018 Page 1 of 1
Policy Number: 6047880 Transaction Effective Date: 07/01/2023

265-142-0 717

#BWNDHBS
#XWXW0021XXXXXX5#
UPSHUR COUNTY JUDGE
PO Box 790
Gilmer, TX 75644-0790

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