

# City of Houston Insurance Compliance Package



Updated October 8<sup>th</sup>, 2014



**Disclaimer:** This document serves to aid City of Houston Project Managers and individuals and entities doing business with the City comply with the most common City of Houston contractual insurance requirements. It does not constitute legal advice or bind the City of Houston in any manner. Please consult the Office of the City Attorney should you have any questions regarding the content of this document.



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## **INTRODUCTION**

The City of Houston (“City”) created, and the Texas Department of Insurance approved, a new Certificate of Insurance. The new Certificate of Insurance is called Form HOU2. This package introduces the new Certificate of Insurance and provides guidance for its submission. Additionally, sample endorsements are provided as the City requires the submission of the physical endorsement along with a completed Certificate of Insurance.

The table below contains the basic insurance coverage the City requires for most architectural and engineering services contracts. The City contract at issue must be referenced for specific insurance requirements.

| <b>INSURANCE REQUIREMENTS</b>  |  |
|--|--|
| <b>Coverage</b>  | <b>Limit of Liability</b>  |
| Workers' Compensation  | Statutory for Workers' Compensation  |
| Employer's Liability   | Bodily Injury by Accident \$100,000 (each accident)  |
|  | Bodily Injury by Disease \$100,000 (policy limit)  |
|  | Bodily Injury by Disease \$100,000 (each employee)   |
| Commercial General Liability: Bodily and Personal Injury; Products and Completed Operations Coverage | Bodily Injury and Property Damage, Combined Limits of \$1,000,000 each occurrence, and \$1,000,000 aggregate                         |
| Automobile Liability   | \$2,000,000 combined single limit for (1) Any Auto or (2) All Owned, Hired, and Non-Owned Autos                                      |
| Professional Liability Coverage  | \$2,000,000 per claim/aggregate  |
| Excess Coverage  | \$1,000,000 each occurrence/combined aggregate in excess of limits specified in Employer’s Liability, CGL, and Automobile Liability. |
| Aggregate Limits are per 12-month policy period unless otherwise indicated.                          |  |



The table below illustrates the endorsements the City of Houston requires. Again, the City contract at issue must be referenced for the specific insurance requirements.

| <b>ENDORSEMENT REQUIREMENTS</b>      |                           |                              |
|--------------------------------------|---------------------------|------------------------------|
| <b>Coverage</b>                      | <b>Additional Insured</b> | <b>Waiver of Subrogation</b> |
| Worker's Compensation                | NO                        | YES                          |
| Commercial General Liability ("CGL") | YES                       | YES                          |
| Automobile Liability                 | YES                       | YES                          |
| Professional Liability Coverage      | NO                        | NO                           |
| Excess Coverage                      | NO                        | NO                           |





### CERTIFICATE OF INSURANCE FOR SERVICES

This certificate of insurance is provided for informational purposes only. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the referenced policies control over the terms of this certificate.

Prior to the beginning of work, the vendor shall obtain the minimum insurance and endorsements specified. Agents must complete the form providing all requested information and submit by fax, U.S. mail, or e-mail as requested by The City of Houston. The endorsements listed below are required as attachments to this certificate; copies of the endorsements are also acceptable. PLEASE ATTACH ALL ENDORSEMENTS TO THIS FORM, AND INCLUDE THE MATCHING POLICY NUMBER ON THE ENDORSEMENT. **Only City of Houston certificates of insurance are acceptable; commercial carriers' certificates are not.**

**Producer:** [Insert name of Insurance Company]

Street/Mailing Address: [Insert address of insurance company]

City: [Insert city] State: [Insert State] Zip Code: [Zip Code] Phone#: [Office Phone Number]

**Insured:** [Insert name of the Contractor]

Street/Mailing Address: [Insert mailing address of Contractor]

City: [Insert city] State: [Insert State] Zip Code: [Zip Code] Phone#: [Office Phone Number]

**WORKERS COMPENSATION INSURANCE COVERAGE:**

Endorsed with a Waiver of Subrogation in favor of *The City of Houston*

**Waiver of Subrogation Endorsement Number:** [Enter Waiver of Subrogation Endorsement Number]

| Carrier Name: <u>[Insert insurance company name]</u>  |                              | Carrier Phone Number: <u>[Office Phone Number]</u> |                                |  |
|---|------------------------------|--|--------------------------------|--|
| NAIC#: <u>[Insert NAICS code]</u>                     |                              |  |                                |  |
| Address: <u>[Insert address of insurance company]</u> |                              | City: <u>[Insert city]</u>                         | State: <u>[Insert State]</u>   | Zip: <u>[Zip Code]</u>   |
| Type of Insurance                                     | Policy Number                | Effective Date                                     | Expiration Date                | Limits of Liability  |
| Workers Compensation Insurance                        | <u>[Enter Policy Number]</u> | <u>[Enter Effective Date]</u>                      | <u>[Enter Expiration Date]</u> | <input type="checkbox"/> W.C. Statutory Limits<br>E.L. Each Accident<br>\$ <u>[Enter policy amount]</u><br><br>E.L. Disease – Each Employee<br>\$ <u>[Enter policy amount]</u> |
| Employers' Liability                                  | <u>[Enter Policy Number]</u> | <u>[Enter Effective Date]</u>                      | <u>[Enter Expiration Date]</u> | E.L. Disease – Policy Limit<br>\$ <u>[Enter policy amount]</u>   |

**COMMERCIAL GENERAL LIABILITY INSURANCE:**

Endorsed with *The City of Houston* as Additional Insured and with a Waiver of Subrogation in favor of *The City of Houston*.

**Additional Insured Endorsement #:** [Enter Endorsement Number] **Waiver of Subrogation Endorsement #:** [Enter Endorsement No.]

| Carrier Name: <u>[Insert insurance company name]</u>   |                              | Carrier Phone Number: <u>[Office Phone Number]</u> |                                |   |
|--|------------------------------|--|--------------------------------|---|
| NAIC#: <u>[Insert NAICS code]</u>  |                              |  |                                |   |
| Address: <u>[Insert address of insurance company]</u>  |                              | City: <u>[Insert city]</u>                         | State: <u>[Insert State]</u>   | Zip: <u>[Zip Code]</u>  |
| Type of Insurance  | Policy Number                | Effective Date                                     | Expiration Date                | Limits of Liability   |
| Commercial General Liability Insurance<br><i>(choose one)</i><br><br><input type="checkbox"/> Claims Made<br><br><input type="checkbox"/> Occurrence | <u>[Enter Policy Number]</u> | <u>[Enter Effective Date]</u>                      | <u>[Enter Expiration Date]</u> | Each Occurrence:<br>\$ <u>[Enter policy amount]</u><br><br>Products/Completed Operations Aggregate<br>\$ <u>[Enter policy amount]</u><br><br>General Aggregate<br>\$ <u>[Enter policy amount]</u> |

**AUTOMOBILE LIABILITY INSURANCE:**

Endorsed with *The City of Houston* as Additional Insured and with a Waiver of Subrogation in favor of *The City of Houston*.

**Additional Insured Endorsement Number:** [Enter Endorsement Number] **Waiver of Subrogation Endorsement Number:** [Enter Waiver of Subrogation Endorsement Number]

| Carrier Name: [Insert insurance company name]<br>NAIC#: [Insert NAICS code] |                       | Carrier Phone Number: [Office Phone Number] |                         |  |
|---|-----------------------|---|-------------------------|--|
| Address: [Insert address of insurance company]                              |                       | City: [Insert city]                         | State: [Insert State]   | Zip: [Zip Code]  |
| Type of Insurance   | Policy Number         | Effective Date                              | Expiration Date         | Limits of Liability  |
| <input type="checkbox"/> Any auto   | [Enter Policy Number] | [Enter Effective Date]                      | [Enter Expiration Date] | Combined Single Limit<br>\$[Enter policy amount]             |
| <input type="checkbox"/> All Owned autos                                    |                       |   |                         | Bodily Injury (per person)<br>\$[Enter policy amount]        |
| <input type="checkbox"/> Hired Autos  |                       |   |                         | Bodily Injury (per accident)<br>\$[Enter policy amount]      |
| <input type="checkbox"/> Scheduled Autos                                    |                       |   |                         | Property Damage (per<br>accident)<br>\$[Enter policy amount] |
| <input type="checkbox"/> Non-owned Autos                                    |                       |   |                         |  |

**OTHER INSURANCE COVERAGE:** (i.e. Excess Insurance, MCS-90, OCP or other needed insurance; use 3d page for needed information)

| Carrier Name: [Insert insurance company name]<br>NAIC#: [Insert NAICS code] |                       | Carrier Phone Number: [Office Phone Number] |                         |                         |
|---|-----------------------|---|-------------------------|-------------------------|
| Address: [Insert address of insurance company]                              |                       | City: [Insert city]                         | State: [Insert State]   | Zip: [Zip Code]         |
| Type of Insurance   | Policy Number         | Effective Date                              | Expiration Date         | Limits of Liability     |
| Excess Liability  | [Enter Policy Number] | [Enter Effective Date]                      | [Enter Expiration Date] | \$[Enter policy amount] |
| Pollution   | [Enter Policy Number] | [Enter Effective Date]                      | [Enter Expiration Date] | \$[Enter policy amount] |
| Builder's Risk  | [Enter Policy Number] | [Enter Effective Date]                      | [Enter Expiration Date] | \$[Enter policy amount] |
| Other [Enter Other Insurance]   | [Enter Policy Number] | [Enter Effective Date]                      | [Enter Expiration Date] | \$[Enter policy amount] |
| Other [Enter Other Insurance]   | [Enter Policy Number] | [Enter Effective Date]                      | [Enter Expiration Date] | \$[Enter policy amount] |

**CANCELLATION**

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

**PROJECT DESCRIPTION** (Insert Project Manager Name, City Department and Mailing Address, and WBS Number)

|   |
|---|
| [Insert Project Manager Name, City Department and Mailing Address, WBS Number, and Project Description] |
|   |
|   |
|   |

**AGENT CERTIFICATION**

THIS IS TO CERTIFY TO THE CITY OF HOUSTON that the insurance policies above are in full force and effect.

|  |  |
|--|--|
| Name of Insurance Company: [Insert name of Insurance Company]                  | Name of Authorized Agent: [Insert name of Insurance Agent] |
| Company Address: [Insert address of insurance company]                         | Agent's Address: [Insert address of insurance agent]       |
| City: [Insert city] State: [Insert State] Zip: [Zip Code]                      | City: [Insert city] State: [Insert State] Zip: [Zip Code]  |
| Authorized Agent's Phone Number (including Area Code)<br>[Office Phone Number] | Original Signature of Authorized Agent<br>X                |
|  | Date [Date of Signature]                                   |

**Additional Notes:**

**WORKERS COMPENSATION INSURANCE COVERAGE**

|  |
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**COMMERCIAL GENERAL LIABILITY INSURANCE**

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**AUTOMOBILE LIABILITY INSURANCE**

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**OTHER INSURANCE COVERAGE**

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|  |
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|  |

Additional Carrier Information (if multiple carriers providing insurance)

Carrier Name: [Insert insurance company name]  
NAIC#: [Insert NAICS code]  
Carrier Phone Number: [Insert Office Phone Number]  
Type of Insurance: [Insert specific type of insurance]

Carrier Name: [Insert insurance company name]  
NAIC#: [Insert NAICS code]  
Carrier Phone Number: [Insert Office Phone Number]  
Type of Insurance: [Insert specific type of insurance]

Carrier Name: [Insert insurance company name]  
NAIC#: [Insert NAICS code]  
Carrier Phone Number: [Insert Office Phone Number]  
Type of Insurance: [Insert specific type of insurance]



# AM Best Rating

The City of Houston requires an AM Best Rating printout for each insurance provider. The NAIC number must match the one listed in the Certificate of Insurance.

Sample AM Best Rating Printout:

**AM Best Ratings & Criteria Center**

Regional Centers: Asia-Pacific | Canada | Europe, Middle East and Africa | Latin America | MENA & SCA

**Insurance Company name and address**

Assigned to companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

Based on A.M. Best's analysis, [058182 - Prudential Financial Inc](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

**Best's Credit Ratings**

View all of the [companies](#) assigned this rating as a part of an [AMB Rating Unit](#).

**Financial Strength Rating** [View Definition](#)

Rating: A+ (Superior)  
 Affiliation Code: g (Group)  
 Financial Size Category: XV (\$2 Billion or greater)  
 Outlook: Stable  
 Action: Affirmed  
 Effective Date: May 09, 2013  
 Initial Rating Date: June 30, 1928

**Best's Credit Rating Analyst**

Office: A.M. Best Company, Oldwick NJ  
 Managing Senior Financial Analyst: Robert Adams  
 Assistant Vice President: Thomas Rosendale

**Long-Term Issuer Credit Rating** [View Definition](#)

Long-Term: aa-  
 Outlook: Stable  
 Action: Affirmed  
 Effective Date: May 09, 2013  
 Initial Rating Date: February 09, 2005

**Security Ratings**

| Date Issued                | Amount          | Coupon | Security      | Type | Rating | Under Review/Implication |
|----------------------------|-----------------|--------|---------------|------|--------|--------------------------|
| <a href="#">07/17/1995</a> | 100,000,000 USD | 8.1%   | Surplus Notes |      | a      | No                       |



# Worker's Compensation Waiver of Subrogation Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy Number must be filled in and match the Policy Number provided on the Certificate of Insurance.

## TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number:  
Effective Date:  
Named Insured and Address:

Endorsement Number:  
Effective hour is the same as stated on the Information Page of the policy.

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. ( ) Special Waiver  
Name of person or organization
2. ( ) Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
3. Premium:  
The premium charge for this endorsement shall be \_\_\_\_\_ 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:

The City must be specifically named on the Schedule ("Specific Endorsement") **OR** a Blanket Endorsement must be given.

### SPECIFIC ENDORSEMENT

City of Houston  
611 Walker Street  
Houston, TX 77002

### BLANKET ENDORSEMENT

Example: "As required by written contract."

Countersigned by \_\_\_\_\_  
Authorized Representative



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 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

The City must be specifically named on the Schedule ("Specific Endorsement") OR a Blanket Endorsement must be given.

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 TEXAS OPERATIONS

3. Premium:
The premium charge for this endorsement shall be \_\_\_\_\_ 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:

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.)

Endorsement Effective Insured

Policy Number must be filled in and match the Policy Number provided on the Certificate of Insurance.

Endorsement No. Premium \$

Insurance Company

Countersigned by \_\_\_\_\_

SPECIFIC ENDORSEMENT City of Houston 611 Walker Street Houston, TX 77002
BLANKET ENDORSEMENT Example: "As required by written contract."



# CGL Additional Insured Endorsement

ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

COMMERCIAL GENERAL  
LIABILITY

CG 20 37 07 04

Policy Number must be filled in and match the Policy Number provided on the Certificate of Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

Endorsement must contain "Completed Operations."

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s):  | Location And Description Of Completed Operations |
|--|--|
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |  |

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

The City must be specifically named on the Schedule ("Specific Endorsement") OR a Blanket Endorsement must be given.

CG 20 37 07 04

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### SPECIFIC ENDORSEMENT

City of Houston  
611 Walker Street  
Houston, TX 77002

### BLANKET ENDORSEMENT

Example: "As required by  
written contract."



# CGL Waiver of Subrogation Endorsement

ISO | Commercial General Liability Forms | 05/01/09

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Policy Number must be filled in and match the Policy Number provided on the Certificate of Insurance.

This endorsement modifies insurance provided under the following:

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

SCHEDULE

The City must be specifically named on the Schedule ("Specific Endorsement") OR a Blanket Endorsement must be given.

Name Of Person Or Organization:

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

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.

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### SPECIFIC ENDORSEMENT

City of Houston  
611 Walker Street  
Houston, TX 77002

### BLANKET ENDORSEMENT

Example: "As required by  
written contract."



## Automobile Liability, Generally

For automobile coverage, the Certificate of Insurance must indicate whether the Contractor has:

- (A) Any Auto or
- (B) Hired and Non-Owned Autos

If the Contractor does not own any autos, then the Certificate of Insurance must have “Hired Autos” and “Non-Owned Autos” checked. Additionally, the Contractor must provide the City with a letter stating: (1) Contractor does not own any autos and (2) if Contractor purchases any auto(s) during this project, Contractor will provide owned auto coverage. A sample letter has been provided on the next page. The Contractor must also provide an endorsement evidencing Hired and Non-Owned coverage. A sample of a Hired and Non-Owned endorsement has been provided on pages 16 through 18.

If the Contractor has owns autos, the policy must be accompanied with “Additional Insured” and “Waiver of Subrogation” endorsements for the “Hired” and “Non-Owned” automobile coverage. Samples of the “Additional Insured” and “Waiver of Subrogation” endorsements are provided on pages 19 and 20, respectively.



# SAMPLE NO AUTOMOBILES LETTER

## Company Letterhead

Date

Project Manager  
City of Houston  
611 Walker Street  
Houston, TX 77002

RE: Name of Project and WBS Number

Project Manager,

In response to CONTRACTOR'S NAME providing an automobile liability policy for the above referenced contract, CONTRACTOR'S NAME does not own any automobiles. Should CONTRACTOR'S NAME acquire any vehicles for the duration of this contract, CONTRACTOR'S NAME will: (1) purchase any owned or all owned automobile insurance; (2) name the City of Houston as an "additional insured"; and (3) waive any claim or right of subrogation to recover against the City.

Sincerely,

---

AUTHORIZED SIGNATORY  
CONTRACTOR'S NAME



# Hired and Non-Owned Endorsement

Policy #

Policy Number must be filled in and match the Policy Number provided on the Certificate of Insurance.



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

## HIRED AUTO AND NON-OWNED AUTO - TEXAS

This endorsement modifies insurance provided under the following:

### BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all provisions in the BUSINESS LIABILITY COVERAGE FORM not expressly modified herein:

#### A. Amended Coverage:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

#### B. Paragraph B. EXCLUSIONS is amended as follows:

1. Exclusion g. Aircraft, Auto or Watercraft does not apply to a "hired auto" or "non-owned auto".

2. Exclusion e. Employers Liability does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

3. Exclusion f. Pollution is replaced by the following:

Coverage does not apply to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. 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

c. 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".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and

(2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs 15.b. and 15.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion 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.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

4. With respect to this coverage, the following exclusions apply:

a. **Fellow employee:**

Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.

b. **Care, custody or control:**

Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.

C. With respect to "hired auto" and "non-owned auto" coverage, Paragraph C, **WHO IS AN INSURED** is replaced with the following:

The following are "insureds":

- a. You.
- b. Your "employee" while using with your permission:
  - (1) An "auto" you hire or borrow; or
  - (2) An "auto" you don't own, hire or borrow in your business or personal affairs; or
  - (3) An "auto" hired or rented by your "employee" on your behalf and at your direction; or

(4) A customer's auto that is in your care, custody or control for service.

c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:

(1) The owner or anyone else from whom you hire or borrow a "non-owned auto".

(2) Someone using a "non-owned auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(3) Anyone other than your "employees", partners (if you are a partnership), or a member (if you are a limited liability company), a lessee or borrower or any of their "employees", while moving property to or from an "auto".

(4) A partner (if you are a partnership), or a member (if you are a limited liability company), for an "auto" owned by him or her or a member of his or her household.

d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

D. With respect to the operation of a "hired auto" or "non-owned auto", the following additional conditions apply:

1. **OTHER INSURANCE**

a. Except for any liability assumed under an "insured contract", the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's auto by you or your "employee".

b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.



**2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US**

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

**3. LIMITS OF INSURANCE**

In Section D, **LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE**, paragraph 2, Aggregate Limits does not apply to "bodily injury" or "property damage" for Hired and Non-Owned Auto Liability provided by this optional coverage.

E. With respect to this endorsement, the following definitions are added:

1. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto

you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes"

- a. "Autos" owned by your "employees", your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

- b. Customers' "auto" that is in your care, custody or control for service.



# Automobile Additional Insured Endorsement

ISO | Commercial Auto Forms | 06/01/04  
POLICY NUMBER:

Policy Number must be filled in and match the Policy Number provided on the Certificate of Insurance.

COMMERCIAL AUTO  
CA 04 03 06 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TEXAS ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO 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:<br>Named Insured: | Countersigned By:<br><br>(Authorized Representative) |
|--|--|

### SCHEDULE

|   |   |
|---|---|
| Name and Address of Additional Insured: | The City must be specifically named on the Schedule ("Specific Endorsement") <b>OR</b> a Blanket Endorsement must be given. |
|---|---|

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

- A. Who Is An Insured (Section II) is amended to include as an "insured" the person(s) or organization(s) shown in the Schedule, but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
- B. The additional insured named in the Schedule or Declarations is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium and any dividend, if applicable, declared by us shall be paid to you.
- C. You are authorized to act for the additional insured named in the Schedule or Declarations in all matters pertaining to this insurance.
- D. We will mail the additional insured named in the Schedule or Declarations notice of any cancellation of this policy. If we cancel, we will give 10 days notice to the additional insured.
- E. The additional insured named in the Schedule or Declarations will retain any right of recovery as a claimant under this policy.

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### SPECIFIC ENDORSEMENT

City of Houston  
611 Walker Street  
Houston, TX 77002

### BLANKET ENDORSEMENT

Example: "As required by written contract."



# Automobile Waiver of Subrogation Endorsement

POLICY NUMBER:

Policy Number must be filled in and match the Policy Number provided on the Certificate of Insurance.

COMMERCIAL AUTO  
CA 04 44 03 10

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

## WAIVER OF 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.

**Named Insured:**

**Endorsement Effective Date:**

### SCHEDULE

**Name(s) Of Person(s) Or Organization(s):**

The City must be specifically named on the Schedule ("Specific Endorsement") **OR** a Blanket Endorsement must be given.

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

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, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

CA 04 44 03 10

**SPECIFIC ENDORSEMENT**  
City of Houston  
611 Walker Street  
Houston, TX 77002

**BLANKET ENDORSEMENT**  
Example: "As required by written contract."



# SAMPLE INSTALLATION FLOATER LETTER

## Company Letterhead

Date

Project Manager  
City of Houston  
611 Walker Street  
Houston, TX 77002

RE: Name of Project and WBS Number

Project Manager,

In response to CONTRACTOR'S NAME providing an installation floater policy for the above referenced contract, CONTRACTOR'S NAME will not be billing for uninstalled materials on projects performed under this contract.

In the event that it may be necessary for CONTRACTOR'S NAME to bill for uninstalled materials, CONTRACTOR'S NAME will furnish the City with an installation floater policy for those particular materials prior to billing.

Sincerely,

---

AUTHORIZED SIGNATORY  
CONTRACTOR'S NAME

The contract terms will dictate whether an installation floater is required. One must refer to the City contract at issue to determine whether an installation floater is required.



# SAMPLE EXPIRING INSURANCE POLICY LETTER

## Company Letterhead

Date

Project Manager  
City of Houston  
611 Walker Street  
Houston, TX 77002

RE: Name of Project and WBS Number

Project Manager,

In response to CONTRACTOR'S NAME TYPE policy that will expire on DATE for the above referenced contract, there is no known reason the TYPE policy for CONTRACTOR'S NAME will not be renewed. A revised Certificate of Insurance will be provided once the TYPE policy has been renewed. The policy will name the City of Houston as an "additional insured" and waive any claim or right of subrogation to recover against the City.

Sincerely,

---

AUTHORIZED SIGNATORY  
CONTRACTOR'S NAME

