

IN THE UNITED STATES COURT OF APPEALS  
FOR THE FIFTH CIRCUIT

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No. 94-20674

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NATIONAL UNION FIRE INSURANCE  
COMPANY OF PITTSBURGH,

Plaintiff-Appellee,

versus

TEXACO REFINING & MARKETING INC.,  
ET AL.,

Defendants,

RIGGERS & ERECTORS, INC.  
a/k/a Riggers & Erectors of  
Southeast Texas, Inc.,

Defendant-Appellant.

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Appeal from the United States District Court for the  
Southern District of Texas  
(H-92-CV-1052)

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February 13, 1996  
Before GARWOOD, SMITH and DENNIS, Circuit Judges.\*

PER CURIAM:

The question of whether appellee National Union Fire Insurance Company of Pittsburgh, Pennsylvania (National Union) was obligated,

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\*Pursuant to Local Rule 47.5, the Court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in Local 47.5.4.

under its General Comprehensive Liability Insurance policy No. GL 540-83-87 RA issued to appellant Riggers & Erectors, Inc. (Riggers) and naming Texaco Refining & Marketing Inc. (Texaco) and Star Enterprises (Star) as additional insureds, to provide a defense to or indemnify Texaco and/or Star in respect to the four underlying suits brought against Texaco and/or Star on account of bodily injury suffered by employees of Riggers in the course of their Riggers employment, was rendered moot by the settlement between National Union, Texaco and Star pursuant to which the district court, on the joint motion of National Union, Texaco and Star, dismissed with prejudice the counterclaim in this case of Texaco and Star against National Union. This settlement and dismissal with prejudice necessarily discharges all obligations of National Union to Texaco and Star under the policy in question in respect to the four underlying suits in controversy in this case.

The only remaining claim is that the policy provided Riggers with coverage for Riggers' contractual liability to Texaco and Star to indemnify them in respect to their liability in each of the four underlying suits. We agree with the district court that the provisions of the policy's "Bodily Injury Exclusion" endorsement specifically and unambiguously excluded such coverage for Riggers. The language of the endorsement is more specific--being directed to injuries to employees of the insured in the course of their employment by the insured and "any obligations to share damages with or repay someone else who must pay damages because of the injury"--than the language of section 2(b) of the base policy

providing coverage generally for liabilities "[a]ssumed in a contract or agreement that is an insured contract". As the district court correctly noted, "[u]nder Texas law, an endorsement to a policy supersedes and controls conflicting printed terms within the policy, particularly where the endorsement is more specific than are the terms of the original policy."

Accordingly, the district court's judgment is

AFFIRMED.