

SERFF Tracking Number:	ZURC-125615905	State:	Arkansas
First Filing Company:	American Zurich Insurance Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	CW-IM-27199		
TOI:	09.0 Inland Marine	Sub-TOI:	09.0005 Other Commercial Inland Marine
Product Name:	E to Z Cargo Form Filing		
Project Name/Number:	/		

Filing at a Glance

Companies: American Zurich Insurance Company, American Guarantee and Liability Insurance Company, Zurich American Insurance Company of Illinois, Zurich American Insurance Company

Product Name: E to Z Cargo Form Filing	SERFF Tr Num: ZURC-125615905	State: Arkansas
TOI: 09.0 Inland Marine	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 09.0005 Other Commercial Inland Marine	Co Tr Num: CW-IM-27199	State Status: Fees verified and received
Filing Type: Form	Co Status: Not Applicable	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Author: Roderick Veranga	Disposition Date: 05/08/2008
	Date Submitted: 04/23/2008	Disposition Status: Approved
Effective Date Requested (New): 08/01/2008		Effective Date (New): 08/01/2008
Effective Date Requested (Renewal): 08/01/2008		Effective Date (Renewal): 08/01/2008

State Filing Description:

General Information

Project Name:	Status of Filing in Domicile: Pending
Project Number:	Domicile Status Comments:
Reference Organization: N/A	Reference Number: N/A
Reference Title: N/A	Advisory Org. Circular: N/A
Filing Status Changed: 05/08/2008	
State Status Changed: 04/28/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
Dear Property & Casualty Section:	

In accordance with the filing requirements of your state, we have enclosed for your review and approval the appropriate filing memorandum, forms, and transmittals in support of our Commercial Inland Marine Motor Truck Cargo Liability Coverage.

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The intent of filing motor truck cargo (MTC) forms is to provide coverage for a trucker's (common or contract carrier) liability for property of others (cargo) that the trucker is hauling.

We request an effective date of August 1, 2008.

Should you have any questions regarding this filing, please feel free to contact me.

Sincerely,

Roderick Veranga

Business Analyst

Regulatory Services

Phone: (847) 413-3054

Fax: (847) 605-7768

Email: roderick.veranga@zurichna.com

Company and Contact

Filing Contact Information

Roderick Veranga, Business Analyst
1400 American Lane
Schaumburg, IL 60196

roderick.veranga@zurichna.com
(847) 413-3054 [Phone]
(847) 605-7768[FAX]

Filing Company Information

American Zurich Insurance Company
1400 American Lane
Schaumburg, IL 60196
(847) 605-6000 ext. [Phone]

CoCode: 40142
Group Code: 212
Group Name:
FEIN Number: 36-3141762

State of Domicile: Illinois
Company Type:
State ID Number:

American Guarantee and Liability Insurance
Company
1400 American Lane
Schaumburg, IL 60196

CoCode: 26247
Group Code: 212
Group Name:

State of Domicile: New York
Company Type:
State ID Number:

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(847) 605-6000 ext. [Phone]

FEIN Number: 36-6071400

Zurich American Insurance Company of Illinois
1400 American Lane
Schaumburg, IL 60196

CoCode: 27855
Group Code: 212
Group Name:

State of Domicile: Illinois
Company Type:
State ID Number:

(847) 605-6000 ext. [Phone]

FEIN Number: 36-2781080

Zurich American Insurance Company
1400 American Lane
Schaumburg, IL 60102

CoCode: 16535
Group Code: 212
Group Name:

State of Domicile: New York
Company Type:
State ID Number:

(847) 605-6000 ext. [Phone]

FEIN Number: 36-4233459

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Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: State Form Filing Fee = \$50
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Zurich Insurance Company	\$0.00	04/23/2008	
American Guarantee and Liability Insurance Company	\$0.00	04/23/2008	
Zurich American Insurance Company of Illinois	\$0.00	04/23/2008	
Zurich American Insurance Company	\$50.00	04/23/2008	19842965

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	05/08/2008	05/08/2008

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Disposition

Disposition Date: 05/08/2008
Effective Date (New): 08/01/2008
Effective Date (Renewal): 08/01/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Memorandum	Approved	Yes
Supporting Document	Forms List	Approved	Yes
Form	Common Policy Conditions	Approved	Yes
Form	Virus or Bacteria Exclusion	Approved	Yes
Form	Inland Marine-Declarations	Approved	Yes
Form	Inland Marine-Declarations Renewal Certification	Approved	Yes
Form	Change Endorsement	Approved	Yes
Form	Loss Payable Options	Approved	Yes
Form	Loss Payable Schedule	Approved	Yes
Form	Motor Truck Cargo Liability Coverage - Reporting Form	Approved	Yes
Form	Motor Truck Cargo Liability Coverage	Approved	Yes
Form	Schedule of Coverages-Reporting	Approved	Yes
Form	Schedule of Coverages	Approved	Yes
Form	Refrigeration Breakdown Coverage - Vehicles	Approved	Yes
Form	Reporting Conditions Endorsement	Approved	Yes
Form	Operating Territory	Approved	Yes
Form	Property Excluded	Approved	Yes
Form	Contingent Coverage	Approved	Yes
Form	Contingent Coverage Schedule	Approved	Yes
Form	Mobile Equipment Coverage	Approved	Yes
Form	Trailer Coverage	Approved	Yes
Form	Trailer Schedule - Motor Truck Cargo	Approved	Yes
Form	Additional Named Insured Endorsement	Approved	Yes
Form	Theft Exclusion	Approved	Yes
Form	Theft Limitation	Approved	Yes
Form	Unattended Vehicle Exclusion	Approved	Yes
Form	Electronic Equipment Coverage	Approved	Yes

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Form	Electronic Equipment Schedule	Approved	Yes
Form	Parked Trailer Exclusion	Approved	Yes
Form	Cotton Exclusion	Approved	Yes
Form	Vehicle Alarm Endorsement	Approved	Yes
Form	Reporting Schedule	Approved	Yes
Form	Personal Property Coverage	Approved	Yes
Form	Additional Terminals Schedule - MTC	Approved	Yes
Form	Refrigerator Breakdown Coverage- Vehicles and Terminals	Approved	Yes
Form	Refrigerator Breakdown Schedule- MTC	Approved	Yes
Form	Flood and Earth Movement Exclusion	Approved	Yes
Form	Named Perils Endorsement	Approved	Yes
Form	Transportation Coverage	Approved	Yes
Form	Trip Transit Coverage	Approved	Yes
Form	Schedule of Coverages - Transporatation Coverage	Approved	Yes
Form	Schedule of Coverages - Trip Transit Coverage	Approved	Yes
Form	Refrigeration Breakdown Endorsement	Approved	Yes
Form	Name Perils Endorsement	Approved	Yes
Form	Schedule Vehicle Endorsement	Approved	Yes
Form	Backhaul Coverage	Approved	Yes
Form	Additional Terminals Schedule	Approved	Yes
Form	Unattended Vehicle Exclusion	Approved	Yes
Form	Theft Limitation - Transportation Coverage	Approved	Yes
Form	Vehicle Alarm Endorsement	Approved	Yes
Form	Commercial Inland Marine Cargo Broad Form Coverage	Approved	Yes
Form	Refrigerated Breakdown Coverage Endorsement	Approved	Yes
Form	Changes - Control Property	Approved	Yes
Form	Owner's Goods Endorsment	Approved	Yes

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Form	Commercial Inland Marine Cargo Broad Form Coverage Declarations	Approved	Yes
Form	Commerical Inland Marine Deductible Clause Endorsement	Approved	Yes
Form	Combined Deductible Endorsement	Approved	Yes
Form	Schedule of Coverages	Approved	Yes
Form	Contingent Coverage	Approved	Yes
Form	Combined Deductible Endorsement	Approved	Yes
Form	Combined Deductible Endorsement	Approved	Yes
Form	Motor Truck Cargo Legal Liability - Reporting Form Changes	Approved	Yes
Form	Motor Truck Cargo Legal Liability Changes	Approved	Yes
Form	Tarpaulin Requirement	Approved	Yes
Form	Limited Theft Coverage	Approved	Yes
Form	Trip Transit Coverage Endorsement	Approved	Yes
Form	Commercial Inland Marine - Vehicle Schedule	Approved	Yes
Form	Refrigerator Breakdown Coverage	Approved	Yes
Form	Refrigerator Breakdown Endorsement	Approved	Yes
Form	Transportation Coverage Changes	Approved	Yes
Form	Limited Theft Coverage	Approved	Yes
Form	Trip Transit Coverage Changes	Approved	Yes
Form	Tarpaulin Requirement	Approved	Yes
Form	Property Excluded-Transportation Coverage	Approved	Yes
Form	Theft Exclusion - Transportation Coverage	Approved	Yes
Form	Schedule of Coverage - Transportation	Approved	Yes
Form	Schedule of Coverages - Trip Transit Coverage	Approved	Yes
Form	Commercial Inland Marine Declaration	Approved	Yes
Form	Premium and Reports Agreement Composite Rated Policies Amendatory Endorsement - Arkansas	Approved	Yes

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Form		Approved	Yes
Form	Amendatory Endorsement-Arkansas	Approved	Yes
Form	Arkansas Fraud Warning	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Common Policy Conditions	CL 0100	03 99	Policy/CoveNew rage Form		0.00	CL0100 0399 Common Policy Conditions.p df
Approved	Virus or Bacteria Exclusion	CL 0700	10 06	Endorseme New nt/Amendm ent/Condi ons		0.00	CL0700 1006 Virus or Bacteria Exclusion.pd f
Approved	Inland Marine- Declarations	IM 7900	04 04	Declaration New s/Schedule		0.00	IM7900 0404 CIM Dec.pdf
Approved	Inland Marine- Declarations Renewal Certification	IM 7901	04 04	Declaration New s/Schedule		0.00	IM7901 0404 Inl Marine Ren Cert.pdf
Approved	Change Endorsement	IM 7850	04 04	Endorseme New nt/Amendm ent/Condi ons		0.00	IM7850 0404 Changes End.pdf
Approved	Loss Payable Options	IM 7854	04 04	Endorseme New nt/Amendm ent/Condi ons		0.00	IM7854 0404 Loss Pay end.pdf
Approved	Loss Payable Schedule	IM 7902	04 04	Endorseme New nt/Amendm ent/Condi ons		0.00	IM7902 0404 Loss Pay Sched.pdf
Approved	Motor Truck Cargo Liability Coverage - Reporting Form	IM 7450	01 07	Policy/CoveNew rage Form		0.00	IM7450 0107 MTC Reporting.pd f

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Approved	Motor Truck Cargo Liability Coverage	IM 7451	01 07	Policy/CoveNew rage Form	0.00	IM7451 0107 MTC Leg Liab.pdf
Approved	Schedule of Coverages- Reporting	IM 7455	04 04	Declaration New s/Schedule	0.00	IM7455 0404 Schedule of Coverages - Reporting.pdf
Approved	Schedule of Coverages	IM 7456	01 07	Declaration New s/Schedule	0.00	IM7456 0107 Sched of Cov MTC.pdf
Approved	Refrigeration Breakdown Coverage - Vehicles	IM 7461	04 04	Endorseme New nt/Amendm ent/Condi tions	0.00	IM7461 0404 Ref Brkdwn MTC.pdf
Approved	Reporting Conditions Endorsement	IM 7463	04 04	Endorseme New nt/Amendm ent/Condi tions	0.00	IM7463 0404 Report Cond.pdf
Approved	Operating Territory	IM 7465	04 04	Endorseme New nt/Amendm ent/Condi tions	0.00	IM7465 0404 Operating Terr.pdf
Approved	Property Excluded	IM 7466	04 04	Endorseme New nt/Amendm ent/Condi tions	0.00	IM7466 0404 Property Excl.pdf
Approved	Contingent Coverage	IM 7468	04 04	Endorseme New nt/Amendm ent/Condi tions	0.00	IM7468 0404 Contingent Cov.pdf
Approved	Contingent Coverage Schedule	IM 7469	04 04	Declaration New s/Schedule	0.00	IM7469 0404 Cont Cov Sched.pdf
Approved	Mobile Equipment Coverage	IM 7470	04 04	Endorseme New nt/Amendm ent/Condi tions	0.00	IM7470 0404 Mobile Equip Cov.pdf

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Approval	Description	IM	MM	YY	Endorsement/Condition	Amount	File Name
Approved	Trailer Coverage	IM 7471	04	04	Endorsement/Conditions	0.00	IM7471 0404 Trailer Cov.pdf
Approved	Trailer Schedule - Motor Truck Cargo	IM 7472	04	04	Declaration News/Schedule	0.00	IM7472 0404 Trailer Sched MTC.pdf
Approved	Additional Named Insured Endorsement	IM 7473	04	04	Endorsement/Conditions	0.00	IM7473 0404 Addl Named Ins.pdf
Approved	Theft Exclusion	IM 7474	04	04	Endorsement/Conditions	0.00	IM7474 0404 Theft Excl.pdf
Approved	Theft Limitation	IM 7475	04	04	Endorsement/Conditions	0.00	IM7475 0404 Theft Limitation.pdf
Approved	Unattended Vehicle Exclusion	IM 7476	04	04	Endorsement/Conditions	0.00	IM7476 0404 Unattended Veh Excl.pdf
Approved	Electronic Equipment Coverage	IM 7477	04	04	Endorsement/Conditions	0.00	IM7477 0404 Electronic Equip.pdf
Approved	Electronic Equipment Schedule	IM 7478	04	04	Endorsement/Conditions	0.00	IM7478 0404 Elect Equip Sched.pdf
Approved	Parked Trailer Exclusion	IM 7479	04	04	Endorsement/Conditions	0.00	IM7479 0404 Parked Trailer Excl.pdf
Approved	Cotton Exclusion	IM 7480	04	04	Endorsement/Conditions	0.00	IM7480 0404

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Approval	Description	IM	MM	DD	Document Name	Amount	File Name
					nt/Amendment/Conditions		Cotton Excl.pdf
Approved	Vehicle Alarm Endorsement	IM 7481	04	04	Endorsement New nt/Amendment/Conditions	0.00	IM7481 0404 Vehicle Alarm.pdf
Approved	Reporting Schedule	IM 7482	04	04	Declaration News/Schedule	0.00	IM7482 0404 Report Sched.pdf
Approved	Personal Property Coverage	IM 7483	04	04	Endorsement New nt/Amendment/Conditions	0.00	IM7483 0404 Pers Prop Cov.pdf
Approved	Additional Terminals Schedule - MTC	IM 7484	04	04	Declaration News/Schedule	0.00	IM7484 0404 Addl Term Sched.pdf
Approved	Refrigerator Breakdown Coverage- Vehicles and Terminals	IM 7485	04	04	Endorsement New nt/Amendment/Conditions	0.00	IM7485 0404 Ref Brkdwn Veh&Term.pdf
Approved	Refrigerator Breakdown Schedule- MTC	IM 7486	04	04	Declaration News/Schedule	0.00	IM7486 0404 Ref Brdwn Sched MTC.pdf
Approved	Flood and Earth Movement Exclusion	IM 7487	01	07	Endorsement New nt/Amendment/Conditions	0.00	IM7487 0107 Flood & Earth Excl.pdf
Approved	Named Perils Endorsement	IM 7488	06	04	Endorsement New nt/Amendment/Conditions	0.00	IM7488 0604 Named Perils End.pdf
Approved	Transportation Coverage	IM 7250	04	04	Endorsement New nt/Amendment/Conditions	0.00	IM7250 0404 Trans Cov.pdf

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Approved	Trip Transit Coverage	IM 7252	06 04	Endorsement/Amendment/Conditions	New	0.00	IM7252 0604 Trip Trans.pdf
Approved	Schedule of Coverages - Transportation Coverage	IM 7255	04 04	Endorsement/Amendment/Conditions	New	0.00	IM7255 0404 Sched-Trans.pdf
Approved	Schedule of Coverages - Trip Transit Coverage	IM 7257	04 04	Endorsement/Amendment/Conditions	New	0.00	IM7257 0404 Trip Trans Sched.pdf
Approved	Refrigeration Breakdown Endorsement	IM 7261	04 04	Endorsement/Amendment/Conditions	New	0.00	IM7261 0404 Ref Brkdown Transit.pdf
Approved	Name Perils Endorsement	IM 7263	04 04	Endorsement/Amendment/Conditions	New	0.00	IM7263 0404 Named Perils end.pdf
Approved	Schedule Vehicle Endorsement	IM 7264	04 04	Endorsement/Amendment/Conditions	New	0.00	IM7264 0404 Sched Veh End.pdf
Approved	Backhaul Coverage	IM 7265	04 04	Endorsement/Amendment/Conditions	New	0.00	IM7265 0404 Backhaul Cov.pdf
Approved	Additional Terminals Schedule	IM 7266	04 04	Declaration	New	0.00	IM7266 0404 Addl Term Sched.pdf
Approved	Unattended Vehicle Exclusion	IM 7267	05 07	Endorsement/Amendment/Conditions	New	0.00	IM7267 0507 Unattend Veh Excl.pdf
Approved	Theft Limitation - Transportation Coverage	IM 7268	05 07	Endorsement/Amendment/Conditions	New	0.00	IM7268 0507 Theft Limitation.pdf

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Approval	Description	Form	Effective Date	Event	Amount	Attachment
Approved	Vehicle Alarm Endorsement	IM 7271	05 07	Endorsement/Amendment/Conditions	0.00	IM7271 0507 Vehicle Alarm.pdf
Approved	Commercial Inland Marine Cargo Broad Form Coverage	U-CBF-100-A CW	06 04	Declaration Withdrawn	Replaced Form #:0.00	Previous Filing #:
Approved	Refrigerated Breakdown Coverage Endorsement	U-CBF-101-A CW	06 04	Endorsement/Amendment/Conditions	Replaced Form #:0.00	Previous Filing #:
Approved	Changes - Control Property	U-CBF-102-A CW	06 04	Endorsement/Amendment/Conditions	Replaced Form #:0.00	Previous Filing #:
Approved	Owner's Goods Endorsment	U-CBF-103-A CW	06 04	Endorsement/Amendment/Conditions	Replaced Form #:0.00	Previous Filing #:
Approved	Commercial Inland Marine Cargo Broad Form Coverage Declarations	U-CBF-D-100-A CW	06 04	Declaration Withdrawn	Replaced Form #:0.00	Previous Filing #:
Approved	Commercial Inland Marine Deductible Clause Endorsement	U-CIM-101-A CW	06 04	Endorsement/Amendment/Conditions	Replaced Form #:0.00	Previous Filing #:
Approved	Combined Deductible Endorsement	U-CL-105-A CW	06 04	Endorsement/Amendment/Conditions	Replaced Form #:0.00	Previous Filing #:
Approved	Schedule of Coverages	U-CIM-D-105 CW	02 08	Declaration New	0.00	UCIMD105 Sched of Coverages

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Approval	Coverage	Policy	Effective Date	Description	Amount	Attachment
Approved	Contingent Coverage	U-CIM-107-A CW	02 08	Declaration News/Schedule	0.00	MTC.pdf UCIM107 Contingent Coverage.pdf
Approved	Combined Deductible Endorsement	U-CL-158-A CW	02 08	Endorsement/Amendment/Conditions	0.00	UCL158 Combined Ded End BA.pdf
Approved	Combined Deductible Endorsement	U-CL-159-A CW	02 08	Endorsement/Amendment/Conditions	0.00	UCL159 Combined Ded End TR&MC.pdf
Approved	Motor Truck Cargo Legal Liability - Reporting Form Changes	U-CIM-109-A CW	02 08	Endorsement/Amendment/Conditions	0.00	UCIM109 MTC Changes Reporting.pdf
Approved	Motor Truck Cargo Legal Liability Changes	U-CIM-110-A CW	02 08	Endorsement/Amendment/Conditions	0.00	UCIM110 MTC Changes Scheduled.pdf
Approved	Tarpaulin Requirement	U-CIM-115-A CW	02 08	Endorsement/Amendment/Conditions	0.00	UCIM115 Tarp Req.pdf
Approved	Limited Theft Coverage	U-CIM-116-A CW	02 08	Endorsement/Amendment/Conditions	0.00	UCIM116 Theft Limit.pdf
Approved	Trip Transit Coverage Endorsement	U-CIM-120-A CW	02 08	Endorsement/Amendment/Conditions	0.00	UCIM120 Trip Transit end MTC.pdf
Approved	Commercial Inland Marine - Vehicle Schedule	U-CIM-D-109-A CW	02 08	Declaration News/Schedule	0.00	UCIMD109 Vehicle schedule.pdf

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Approved	Refrigerator Breakdown Coverage	U-CIM-128-A CW	02 08	Endorsement/Amendment/Conditions	New	0.00	UCIM128 Ref Brkdown-for TripEnd.pdf
Approved	Refrigerator Breakdown Endorsement	U-CIM-112-A CW	02 08	Endorsement/Amendment/Conditions	New	0.00	UCIM112 Ref Brkdown - Trans.pdf
Approved	Transportation Coverage Changes	U-CIM-117-A CW	02 08	Endorsement/Amendment/Conditions	New	0.00	UCIM117 Transportation Changes.pdf
Approved	Limited Theft Coverage	U-CIM-118-A CW	02 08	Endorsement/Amendment/Conditions	New	0.00	UCIM118 Transportation Theft Limit.pdf
Approved	Trip Transit Coverage Changes	U-CIM-119-A CW	02 08	Endorsement/Amendment/Conditions	New	0.00	UCIM119 Trip Changes.pdf
Approved	Tarpaulin Requirement	U-CIM-121-A CW	02 08	Endorsement/Amendment/Conditions	New	0.00	UCIM121A Tarp Req Trans.pdf
Approved	Property Excluded-Transportation Coverage	U-CIM-125-A CW	02 08	Endorsement/Amendment/Conditions	New	0.00	UCIM125 Prop Excl Trans.pdf
Approved	Theft Exclusion - Transportation Coverage	U-CIM-126-A CW	02 08	Endorsement/Amendment/Conditions	New	0.00	UCIM126 Theft Excl Trans.pdf
Approved	Schedule of Coverage - Transportation	U-CIM-D-107-A	02 08	Declaration	New	0.00	UCIMD107 Sched of Coverages Transp.pdf
Approved	Schedule of Coverages - Trip	U-CIM-D-106-A	02 08	Declaration	New	0.00	UCIMD106 Sched of

SERFF Tracking Number: ZURC-125615905 State: Arkansas
 First Filing Company: American Zurich Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: CW-IM-27199
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: E to Z Cargo Form Filing
 Project Name/Number: /

Transit Coverage					Coverages
					Trip.pdf
Approved	Commercial Inland Marine Declaration	U-CIM-D- 11 06 103-A CW	Declaration New s/Schedule	0.00	UCIMD103A CW CIM Common Dec.pdf
Approved	Premium and Reports Agreement Composite Rated Policies	U-CIM- 02 08 129-A CW	Endorseme New nt/Amendm ent/Condi ons	0.00	UCIM129 Audit end.pdf
Approved	Amendatory Endorsement - Arkansas	CL 0178 11 01	Endorseme New nt/Amendm ent/Condi ons		cl01781101. pdf
Approved	Amendatory Endorsement- Arkansas	IM 2007 09 06	Endorseme New nt/Amendm ent/Condi ons		im20070906. pdf
Approved	Arkansas Fraud Warning	U-CL-116-06 04 A-AR	Endorseme Withdrawn nt/Amendm ent/Condi ons	Replaced Form #: Previous Filing #:	

COMMON POLICY CONDITIONS

1. **Assignment** -- This policy may not be assigned without "our" written consent.
2. **Cancellation** -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel this policy, or one or more of its parts, by written notice sent to "you" at "your" last mailing address known to "us". If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least ten days before the cancellation is effective. If "we" cancel this policy for any other reason, "we" will give "you" notice at least 30 days in advance of cancellation. The notice will state the time that the cancellation is to take effect.

"Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

3. **Change, Modification, or Waiver of Policy Terms** -- A waiver or change of the "terms" of this policy must be issued by "us" in writing to be valid.
4. **Inspections** -- "We" have the right, but are not obligated, to inspect "your" property and operations at any time. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report does not warrant that "your" property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspections or reports are for "our" benefit only.
5. **Examination of Books and Records** -- "We" may examine and audit "your" books and records that relate to this policy during the policy period and within three years after the policy has expired.

CL 0100 03 99

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VIRUS OR BACTERIA EXCLUSION

DEFINITIONS

Definitions Amended --

When "fungus" is a defined "term", the definition of "fungus" is amended to delete reference to a bacterium.

When "fungus or related perils" is a defined "term", the definition of "fungus or related perils" is amended to delete reference to a bacterium.

PERILS EXCLUDED

The additional exclusion set forth below applies to all coverages, coverage extensions, supplemental coverages, optional coverages, and endorsements that are provided by the policy to which this endorsement is attached, including, but not limited to, those that provide coverage for property, earnings, extra expense, or interruption by civil authority.

1. The following exclusion is added under Perils Excluded, item 1.:

Virus or Bacteria --

"We" do not pay for loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

This exclusion applies to, but is not limited to, any loss, cost, or expense as a result of:

- a. any contamination by any virus, bacterium, or other microorganism; or
 - b. any denial of access to property because of any virus, bacterium, or other microorganism.
2. **Superseded Exclusions** -- The Virus or Bacteria exclusion set forth by this endorsement supersedes the "terms" of any other exclusions referring to "pollutants" or to contamination with respect to any loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

OTHER CONDITIONS

Other Terms Remain in Effect --

The "terms" of this endorsement, whether or not applicable to any loss, cost, or expense, cannot be construed to provide coverage for a loss, cost, or expense that would otherwise be excluded under the policy to which this endorsement is attached.

CL 0700 10 06

INLAND MARINE -- DECLARATIONS

POLICY NUMBER

—

COMPANY NAME

—

PRODUCER NAME AND NUMBER

NAME OF INSURED

—

—

MAILING ADDRESS

—

—

POLICY PERIOD: From _____ To _____ at
12:01 a.m. Standard Time at your mailing address shown above.

IN RETURN FOR YOUR PAYMENT OF THE PREMIUM, WE PROVIDE THE
INSURANCE AS DESCRIBED IN THIS POLICY.

BUSINESS DESCRIPTION

LOSS PAYABLE NAME AND MAILING ADDRESS

—

—

LOCATION ADDRESS

—

FORMS APPLICABLE TO ALL COVERAGES

PREMIUM \$ _____ PAYABLE

COUNTERSIGNATURE _____ DATE _____

AAIS

Page 2 of ?

(Authorized Representative)

Company Officer's Signature

IM 7900 04 04

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INLAND MARINE - DECLARATIONS RENEWAL CERTIFICATE

POLICY NUMBER _____

PRODUCER NAME AND NUMBER _____

Insurance is Provided by the Company Designated Below

-

NAMED INSURED AND MAILING ADDRESS

-

-

POLICY PERIOD: From _____ To _____ at
12:01 a.m. Standard Time at your mailing address shown above.

Payment of the premium renews this policy for the policy period stated above at
Your Mailing Address shown above.

Coverage Parts That
Apply To This Policy

Coverage Part Premium

Total Policy Premium: \$ _____

Endorsements That Apply To All Coverage Parts _____

LOSS PAYEE (NAME AND ADDRESS)

CHANGE ENDORSEMENT

(The entries required to complete this endorsement
will be shown below or on the "schedule of coverages".)

This endorsement is effective 12:01 a.m. Standard Time
From _____ To _____ at Your
Mailing Address shown above.

The Inland Marine Coverage is amended as described below:

New Annual Premium \$ _____
Additional Premium \$ _____
Return Premium \$ _____

LOSS PAYABLE OPTIONS

If indicated on the Loss Payable Schedule, the following conditions apply to the property described on the schedule. The following conditions apply in addition to the policy "terms" which are contained in the Inland Marine Coverage(s).

LOSS PAYABLE

Any loss will be adjusted with "you" and will be payable to "you" and the loss payee described on the schedule as "your" and their interests appear.

LENDER'S LOSS PAYABLE

Any loss will be payable to "you" and the loss payee described on the schedule as interests appear. If more than one loss payee is named, they will be paid in order of precedence.

The insurance for the loss payee continues in effect even when "your" insurance may be void because of "your" acts, neglect, or failure to comply with the coverage "terms". The insurance for the loss payee does not continue in effect if the loss payee is aware of changes in ownership or substantial increase in risk and does not notify "us".

If "we" cancel this policy, "we" notify the loss payee at least ten days before the effective date of cancellation if "we" cancel for "your" nonpayment of premium, or 30 days before the effective date of cancellation if "we" cancel for any other reason.

"We" may request payment of the premium from the loss payee, if "you" fail to pay the premium.

If "we" pay the loss payee for a loss where "your" insurance may be void, the loss payee's right to collect that portion of the debt from "you" then belongs to "us". This does not affect the loss payee's right to collect the remainder of the debt from "you". As an alternative, "we" may pay the loss payee the remaining principal and accrued interest in return for a full assignment of the loss payee's interest and any instruments given as security for the debt.

If "we" choose not to renew this policy, "we" give written notice to the loss payee at least ten days before the expiration date of this policy.

CONTRACT OF SALE

Any loss will be adjusted with "you" and will be payable to "you" and the loss payee described on the schedule as "your" and their interests appear.

The loss payee shown on the schedule is a person or organization "you" have entered into a contract with for the sale of covered property.

When covered property is the subject of a contract of sale, the word "you" also means the loss payee.

IM 7854 04 04

LOSS PAYABLE SCHEDULE

(The entries required to complete this schedule will be shown below or on the "schedule of coverages".)

Indicate applicable provision:

- Loss Payable
- Lender's Loss Payable
- Contract of Sale

SCHEDULE

<u>Location Number</u>	<u>Address</u>	<u>Covered Property</u>	<u>Name and Address of Loss Payee</u>
----------------------------	----------------	-----------------------------	-------------------------------------------

MOTOR TRUCK CARGO LEGAL LIABILITY COVERAGE REPORTING FORM

In this coverage form, the words "you" and "your" mean the persons or organizations named as the insured on the declarations and the words "we", "us", and "our" mean the company providing this coverage.

Refer to the Definitions section at the end of this coverage form for additional words and phrases that have special meaning. These words and phrases are shown in quotation marks.

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described herein subject to all the "terms" of the Motor Truck Cargo Legal Liability Coverage. This coverage is also subject to the "schedule of coverages" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "schedule of coverages".

COVERAGE

1. **Legal Liability Coverage** -- "We" cover "your" legal liability for loss to covered property:
 - a. while under "your" care, custody, and control; and

- b. that "you" become legally obligated to pay as a common or contract carrier under a bill of lading, contract of carriage, or shipping receipt that is issued by "you" or that is issued on "your" behalf.

2. **We Do Not Cover** -- "We" do not pay for costs, expenses, fees, fines, penalties, or damages resulting from "your" violation of any law or regulation relating to any delay in payment, denial, or settlement of any claim.
-

PROPERTY COVERED

"We" cover the following property unless the property is excluded or subject to limitations.

1. **Property In Vehicles** --
 - a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to property of others described on the "schedule of coverages" while in due course of "transit" including loading and unloading.
 - b. **Coverage Limitation** --
 - 1) "We" only cover property of others while in due course of "transit" on or in a "vehicle".
 - 2) "We" only cover loading and unloading if the property of others is loaded from or unloaded onto a sidewalk, street, loading dock, or similar area that is adjacent to a "vehicle".
 - c. **Time Limitation** -- "We" only cover loss to property of others up to 72 hours following the arrival of the property at the intended destination.

In no event will "we" cover loss to property of others beyond the period of time for which "you" are liable under the terms of the bill of lading, contract of carriage, or shipping receipt.

2. **Property In Terminals --**

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to property of others described on the "schedule of coverages" while at a "terminal" location.
- b. **Coverage Limitations** -- "We" only cover described property while:
 - 1) at a "terminal" location that is described on the "schedule of coverages" or within 100 feet of the described "terminal"; and
 - 2) the property is in due course of "transit".
- c. **Time Limitation** -- "We" only cover loss to property of others up to 30 days following the arrival of the property at a "terminal".

In no event will "we" cover loss to property of others beyond the period of time for which "you" are liable under the terms of the bill of lading, contract of carriage, or shipping receipt.

4. **Live Animals** -- "We" do not cover animals including cattle or poultry unless death is caused or made necessary by a "specified peril".
5. **Money And Securities** -- "We" do not cover accounts, bills, currency, food stamps, or other evidences of debt, lottery tickets not held for sale, money, notes, or securities.
6. **Other Carriers** -- "We" do not cover property while in the custody of any other carrier if "you" have waived or otherwise made unenforceable "your" subrogation rights.
7. **Property That Has Been Delivered** -- "We" do not cover property of others after 72 hours following the arrival of the property at the intended destination.
8. **Property At A Terminal** -- "We" do not cover property of others after 30 days following the arrival of the property at a "terminal".
9. **Storage** -- "We" do not cover property "you" hold in storage under warehouse receipts or other written contracts.
10. **Trailer, Container, Or Conveyance** -- "We" do not cover any intermodal container, "trailer", or any other carrying conveyance including any equipment or supplies that are part of the container, "trailer", or conveyance.

This exclusion does not apply to property of others as described under Property Covered.

PROPERTY NOT COVERED

1. **Art** -- "We" do not cover objects of art including paintings and statuary.
2. **Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.
3. **Jewelry, Stones, And Metals** -- "We" do not cover jewelry, precious or semi-precious stones, gold, silver, platinum, or other precious metals or alloys.

COVERAGE EXTENSIONS

Provisions That Apply To Coverage Extensions -- The following Coverage Extensions indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Coverage Extension within this coverage form, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, the coverages provided below are part of and not in addition to the applicable "limit" for coverage described under Property Covered.

The "limit" provided under a Coverage Extension cannot be combined or added to the "limit" for any other Coverage Extension or Supplemental Coverage including a Coverage Extension or Supplemental Coverage that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following coverage extensions are not subject to and not considered in applying coinsurance conditions.

1. **Debris Removal** --

- a. **Coverage** -- "We" pay the cost to remove the debris of covered property that is caused by a covered peril.
- b. **We Do Not Cover** -- This coverage does not include costs to:
 - 1) extract "pollutants" from land or water; or
 - 2) remove, restore, or replace polluted land or water.
- c. **Limit** -- "We" do not pay any more under this coverage than 25% of the amount "we" pay for the direct physical loss. "We" will not pay more for loss to property and debris removal combined than the "limit" for the damaged property.
- d. **Additional Limit** -- "We" pay up to an additional \$10,000 for debris removal expense when the debris removal expense exceeds 25% of the amount "we" pay for direct physical loss or when the loss to property and debris removal combined exceeds the "limit" for the damaged property.

- e. **You Must Report Your Expenses** -- "We" do not pay any expenses unless they are reported to "us" in writing within 180 days from the date of direct physical loss to covered property.

2. **Defense Costs** --

- a. **Coverage** -- "We" have the option to defend any "suit" brought against "you" as a result of loss or damage to covered property caused by a covered loss. "We" may investigate and settle a claim or "suit".
- b. **Coverage Limitation** -- "We" do not have to provide a defense after "we" have paid the "limit" as a result of a judgment or written settlement.
- c. **You Must Not** -- "You" must not:
 - 1) admit liability for a loss, settle a claim, or incur expense without "our" written consent; or
 - 2) interfere with "our" negotiation for a settlement.
- d. **Covered Expenses** -- "We" will pay the following expenses associated with any "suit" "we" defend:
 - 1) expenses that "we" incur while investigating and defending the "suit";
 - 2) actual loss of "your" salary, up to \$250 per day, for "your" time spent away from work at "our" request;
 - 3) expenses that "you" incur at "our" request;
 - 4) all costs that "you" are required to pay as a result of any "suit" "we" defend;
 - 5) interest that accrues after entry of a judgment, until "we" tender, deposit in court, or pay "our" part of the judgment;
 - 6) interest that is awarded against "you" before the entry of a judgment. If "we" make an offer to settle the "suit", "we" will not pay any interest that accrues after the offer to settle; and

- 7) cost of a bond for the release of attachments. "We" are not required to furnish a bond itself.

No deductible applies.

3. Fraud And Deceit --

- a. **Coverage** -- "We" cover theft of covered property when "you", "your" agents, customers, or consignees are fraudulently induced to part with the covered property:
- 1) to persons who falsely represent themselves as the proper persons to receive the property;
 - 2) by the acceptance of fraudulent bills of lading or shipping receipts; or
 - 3) as a result of or directly related to the use of any electronic data processing hardware or software.
- b. **Limit** -- The most "we" pay in any one occurrence for theft of covered property under this Coverage Exclusion is \$1,000.

Unless otherwise indicated, a "limit" for a Supplemental Coverage provided below is separate from, and not part of, the applicable "limit" for coverage described under Property Covered.

The "limit" available for coverage described under a Supplemental Coverage:

- a. is the only "limit" available for the described coverage; and
- b. is not the sum of the "limit" indicated for a Supplemental Coverage and the "limit" for coverage described under Property Covered.

The "limit" provided under a Supplemental Coverage cannot be combined or added to the "limit" for any other Supplemental Coverage or Coverage Extension including a Supplemental Coverage or Coverage Extension that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following supplemental coverages are not subject to and not considered in applying coinsurance conditions.

SUPPLEMENTAL COVERAGES

Provisions That Apply To Supplemental Coverages -- The following Supplemental Coverages indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Supplemental Coverage within this coverage form, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

1. Contract Penalty --

- a. **Coverage** -- "We" pay for the cost of contractual penalties that "you" are assessed or are required to pay as a result of "your" failure or inability to deliver covered property according to the terms of the bill of lading, contract of carriage, or shipping receipt.
- b. **Coverage Limitation** -- "We" only pay for the cost of contractual penalties that "you" are assessed or are required to pay when "your" failure or inability to deliver covered property according to terms results from a direct physical loss caused by a covered peril to such covered property.
- c. **Limit** -- The most "we" pay in any one occurrence for all contractual penalties is \$5,000.

The most "we" pay for all contractual penalties during each separate 12-month period of this policy is \$50,000.

2. **Expediting Expenses --**

- a. **Coverage --** "We" pay for "your" expenses to expedite:
- 1) repair of a "vehicle" that is transporting covered property; or
 - 2) delivery of covered property by alternate means of transportation.

Expediting expenses include, but are not limited to, additional labor or overtime costs, additional fuel costs, and freight charges.

b. **Coverage Limitation --**

- 1) "We" only pay for "your" expediting expenses when a transporting "vehicle" cannot deliver covered property due to loss or damage to the "vehicle" caused by a covered peril.
- 2) "We" only pay for the reasonable expediting expenses that are necessary for the timely delivery of covered property.

- c. **Limit --** The most "we" pay in any one occurrence for all expediting expenses is \$5,000.

3. **Freight Charges --**

- a. **Coverage --** "We" pay freight charges that are due "you" and that become uncollectible as a direct result of a covered loss to covered property.
- b. **Limit --** The most "we" pay in any one occurrence for all freight charges is \$5,000.

4. **Moving Equipment --**

- a. **Coverage --** "We" cover direct physical loss caused by a covered peril to moving equipment used by "you" in the handling and shipping of covered property.

Moving equipment includes but is not limited to tarps, chains, binders, pads, covers, dollies, pallets, packing materials, hand trucks, and other similar equipment.

- b. **Moving Equipment Does Not Include --** Moving equipment does not include "vehicles", "trailers", or other conveyances.

- c. **Limit --** The most "we" pay in any one occurrence for loss to "your" moving equipment is \$5,000.

5. **Newly Acquired Terminals --**

- a. **Coverage --** "We" cover direct physical loss caused by a covered peril to covered property at a "terminal" that "you" acquire during the policy period.

- b. **Coverage Limitation --** "We" only cover a "terminal" that "you" acquire when a "terminal" location is or "terminal" locations are described on the "schedule of coverages".

- c. **Time Limitation --** This coverage applies for up to 60 days from the date "you" acquire the "terminal" or until "you" report the acquired "terminal" to "us", whichever occurs first.

However, this coverage does not go beyond the end of the policy period.

- d. **Limit --** The most "we" pay in any one occurrence for covered property at a "terminal" that "you" acquire is \$100,000.

- e. **Additional Premium --** "You" must pay any additional premium due from the date "you" acquire the "terminal".

6. **Off-Board Electronics --**

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to "your" "off-board electronic equipment" and similar property of others that is in "your" care, custody, or control.
- b. **Coverage Limitation** -- "We" only cover "off-board electronic equipment" and similar property of others while at a premises that "you" own or operate, including in "transit" between premises that "you" own or operate.
- c. **We Do Not Cover** -- "We" do not provide coverage under this Supplemental Coverage for:
 - 1) equipment described under On-Board Electronics;
 - 2) audio or video equipment designed solely for entertainment; or
 - 3) equipment of others being shipped by "you" under a bill of lading, contract of carriage, or shipping receipt.
- d. **Limit** -- The most "we" pay in any one occurrence for "off-board electronic equipment" is \$5,000.

7. **On-Board Electronics --**

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to "your" "on-board electronic equipment" and similar property of others that is in "your" care, custody, or control.
- b. **Coverage Limitation** -- "We" only cover "on-board electronic equipment" and similar property of others while in "vehicles" that transport covered property.
- c. **We Do Not Cover** -- "We" do not provide coverage under this Supplemental Coverage for:
 - 1) equipment described under Off-Board Electronics;

- 2) audio or video equipment designed solely for entertainment; or
- 3) equipment of others being shipped by "you" under a bill of lading, contract of carriage, or shipping receipt.

- d. **Limit** -- The most "we" pay in any one occurrence for "on-board electronic equipment" is \$5,000.

8. **On-Board Expendable Supplies --**

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to "your" "on-board expendable supplies".
- b. **Coverage Limitation** -- "We" only cover "your" "on-board expendable supplies" while in or on "vehicles" that are on the road transporting covered property.
- c. **We Do Not Cover** -- "We" do not provide coverage under this Supplemental Coverage for expendable supplies of others being shipped by "you" under a bill of lading, contract of carriage, or shipping receipt.
- d. **Limit** -- The most "we" pay in any one occurrence for "on-board expendable supplies" is \$5,000.

9. **Pollutant Cleanup And Removal --**

- a. **Coverage** -- "We" pay "your" expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by a covered peril that occurs during the policy period.
- b. **Time Limitation** -- The expenses to extract "pollutants" are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.

- c. **We Do Not Cover** -- "We" do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants".

However, "we" pay the cost of testing which is necessary for the extraction of "pollutants" from land or water.

- d. **Limit** -- The most "we" pay for each location is \$10,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12-month period of this policy.

10. Rewards --

- a. **Coverage** -- "We" pay a reward for information that leads to a conviction for:

- 1) arson;
- 2) theft; or
- 3) vandalism.

The conviction must involve a covered loss caused by arson, theft, or vandalism.

- b. **Limit** -- The most "we" pay in any one occurrence for a reward for information is \$1,000.

- c. **Limit Is Not Increased By The Number Of Persons Providing Information** -- The amount "we" pay is not increased by the number of persons involved in providing the information.

PERILS COVERED

"We" cover risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

1. "We" do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

- a. **Civil Authority** -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do cover loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

- b. **Nuclear Hazard** -- "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.

- c. **War And Military Action** -- "We" do not pay for loss caused by:

- 1) war, including undeclared war or civil war; or
- 2) a warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

- 3) insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

With regard to any action that comes within the "terms" of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War and Military Action Exclusion will apply in place of the Nuclear Hazard Exclusion.

2. "We" do not pay for loss or damage that is caused by or results from one or more of the following:

- a. **Contamination Or Deterioration** -- "We" do not pay for loss caused by contamination or deterioration including corrosion, decay, fungus, mildew, mold, rot, rust, or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.

This exclusion only applies to

- 1) moving equipment;
- 2) "off-board electronic equipment";
- 3) "on-board electronic equipment"; and
- 4) "on-board expendable supplies"

all as described under Supplemental Coverages.

- b. **Criminal, Fraudulent, Dishonest, Or Illegal Acts** -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another by:

- 1) "you";
- 2) others who have an interest in the property;
- 3) others to whom "you" entrust the property including but not limited to owner-operators "you" have hired;

- 4) "your" partners, officers, directors, trustees, joint venturers, "your" members or managers if "you" are a limited liability company; or
- 5) the employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

- c. **Loss Of Use** -- "We" do not pay for loss caused by or resulting from loss of use, delay, or loss of market.
- d. **Mechanical Breakdown** -- "We" do not pay for loss caused by any mechanical or electrical breakdown or malfunction.

This exclusion only applies to:

- 1) moving equipment;
- 2) "off-board electronic equipment";
- 3) "on-board electronic equipment"; and
- 4) "on-board expendable supplies"

all as described under Supplemental Coverages.

- e. **Missing Property** -- "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.

This exclusion only applies to:

- 1) moving equipment;
- 2) "off-board electronic equipment";
- 3) "on-board electronic equipment"; and
- 4) "on-board expendable supplies"

all as described under Supplemental Coverages.

- f. **Pollutants** -- "We" do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants":

- 1) unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril"; or
- 2) except as specifically provided under the Supplemental Coverages - Pollutant Cleanup And Removal.

"We" do cover any resulting loss caused by a "specified peril".

- g. **Spoilage** -- "We" do not pay for loss to "perishable stock" caused by "spoilage".

But if "spoilage" results in a "specified peril", "we" do cover the loss or damage caused by that "specified peril".

- h. **Voluntary Parting** -- Except as provided under Coverage Extensions - Fraud And Deceit, "we" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.

- i. **Wear And Tear** -- "We" do not pay for loss caused by wear and tear, marring, or scratching.

This exclusion only applies to:

- 1) moving equipment;
- 2) "off-board electronic equipment";
- 3) "on-board electronic equipment"; and
- 4) "on-board expendable supplies"

all as described under Supplemental Coverages.

WHAT MUST BE DONE IN CASE OF LOSS

1. **Notice** -- In case of a loss, "you" must:

- a. give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and
- b. give notice to the police when the act that causes the loss is a crime.

2. **You Must Protect Property** -- "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss.

- a. **Payment Of Reasonable Costs** -- "We" do pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. "You" must keep an accurate record of such costs. "Our" payment of reasonable costs does not increase the "limit".
- b. **We Do Not Pay** -- "We" do not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against.

3. **Proof Of Loss** -- "You" must send "us", within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:

- a. the time, place, and circumstances of the loss;
- b. other policies of insurance that may cover the loss;

- c. "your" interest and the interests of all others in the property involved, including all mortgages and liens;
 - d. changes in title of the covered property during the policy period; and
 - e. estimates, specifications, inventories, and other reasonable information that "we" may require to settle the loss.
4. **Examination** -- "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.
5. **Records** -- "You" must produce records, including tax returns and bank microfilms of all canceled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.
6. **Damaged Property** -- If the damaged and undamaged property is in "your" care, custody, or control, "you" must exhibit the property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.
7. **Volunteer Payments** -- "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
8. **Abandonment** -- "You" may not abandon the property to "us" without "our" written consent.
9. **Cooperation** -- "You" must cooperate with "us" in performing all acts required by this policy.

VALUATION

1. Property Of Others --

- a. **Actual Cash Value** -- The value of property of others, as described under Property Covered, will be based on the actual cash value at the time of the loss (with a deduction for depreciation).
- b. **If Your Responsibility For Covered Property Is Reduced** -- If the amount of "your" responsibility for covered property is reduced, "we" will not pay more for loss to covered property than the reduced amount of "your" responsibility plus the cost of labor, materials or services furnished or arranged by "you".

The reduced amount of "your" responsibility will be based on an amount:

- 1) set by law; or
- 2) lawfully set by "you" in a bill of lading, contract of carriage or shipping receipt that is issued by "you" or that is issued on "your" behalf.

2. **Equipment And Supplies** -- The value of moving equipment, "off-board electronic equipment", "on-board electronic equipment", and "on-board expendable supplies" will be based on the actual cash value at the time of the loss (with a deduction for depreciation).
3. **Pair Or Set** -- The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
4. **Loss to Parts** -- The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace.

HOW MUCH WE PAY

1. **Insurable Interest** -- "We" do not cover more than "your" insurable interest in any property.

2. **Deductible** -- "We" pay only that part of "your" loss over the deductible amount indicated on the "schedule of coverages" in any one occurrence.

"We" may pay all or a portion of the deductible amount to settle a loss or "suit". If "we" do pay all or a portion of the deductible amount, "you" must promptly reimburse "us" for the amount "we" paid.

3. **Loss Settlement Terms** -- Subject to paragraphs 1., 2., 4., and 5. under How Much We Pay:

- a. **We Pay The Lesser Of** -- "We" pay the lesser of:
- 1) the amount determined under Valuation;
 - 2) the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
 - 3) the "limit" for "vehicle" or "terminal" location indicated on the "schedule of coverages".

b. **Catastrophe Limit** -- In no event will "we" pay more than the catastrophe "limit" indicated on the "schedule of coverages" regardless if a loss involves:

- 1) one or more "vehicles";
- 2) one or more "terminal" locations; or
- 3) any combination of "vehicles" or "terminal" locations.

c. **When A Vehicle Is At A Terminal** -- The "limit" for the "terminal" location applies when a "vehicle" is situated within:

- 1) a "terminal" building; or
- 2) within 100 feet of a "terminal" building.

In no event will "we" combine the "limit" for a "terminal" location with the "limit" for a "vehicle".

4. **Insurance Under More Than One Coverage** -- If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.

5. **Insurance Under More Than One Policy** --

- a. **Proportional Share** -- "You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.
- b. **Excess Amount** -- If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit".

LOSS PAYMENT

1. **Loss Payment Options** --

- a. **Our Options** -- In the event of loss covered by this coverage form, "we" have the following options:
- 1) pay the value of the lost or damaged property;
 - 2) pay the cost of repairing or replacing the lost or damaged property;
 - 3) rebuild, repair, or replace the property with other property of equivalent kind and quality, to the extent practicable, within a reasonable time; or

- 4) take all or any part of the property at the agreed or appraised value.
 - b. **Notice Of Our Intent To Rebuild, Repair, Or Replace** -- "We" must give "you" notice of "our" intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.
2. **Your Losses** --
 - a. **Adjustment And Payment Of Loss** -- "We" adjust all losses with "you". Payment will be made to "you" unless another loss payee is named in the policy.
 - b. **Conditions For Payment Of Loss** -- An insured loss will be payable 30 days after:
 - 1) a satisfactory proof of loss is received; and
 - 2) the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us".
 3. **Property Of Others** --
 - a. **Adjustment And Payment Of Loss To Property Of Others** -- Losses to property of others may be adjusted with and paid to:
 - 1) "you" on behalf of the owner; or
 - 2) the owner.
 - b. **We Do Not Have To Pay You If We Pay The Owner** -- If "we" pay the owner, "we" do not have to pay "you". "We" may also choose to defend any suits brought by the owners at "our" expense.

REPORTING CONDITIONS

If indicated on the "schedule of coverages", the following reporting conditions apply.

1. **Reports** --
 - a. **You Will Report To Us** -- Within 30 days after the end of each reporting period, "you" will report to "us", as indicated on the "schedule of coverages", the total of one of the following:
 - 1) the total receipts (collected and uncollected) earned from "your" operations as a carrier for hire;
 - 2) "your" total sales from "your" operations as a carrier for hire;
 - 3) the mileage "vehicles" have covered as part of "your" operations as a carrier for hire; or
 - 4) other information as described in the "schedule of coverages".
 - b. **Cancellation** -- If "your" coverage is canceled, "you" will report the total receipts, sales, mileage, or other information up to and including the date of cancellation and pay any additional premium due.
2. **Premium Computation And Adjustment** --

The premium will be adjusted as of each adjustment period indicated on the "schedule of coverages". The computed premium will be determined by multiplying the total receipts, sales, mileage, or other information by the rate indicated on the "schedule of coverages".

 - a. **Annual Adjustment Period** -- When an annual adjustment period is indicated on the "schedule of coverages", "we" will compare the total computed premium to the deposit premium. If it is more than the deposit premium, "you" will pay "us" the difference. If it is less than the deposit premium, "we" will pay "you" the difference subject to the minimum premium indicated on the "schedule of coverages".

- b. **Other Adjustment Period** -- When any other premium adjustment period is indicated, "we" will apply the computed premium to the deposit premium until it is exhausted. "You" will pay "us" all premiums that exceed the deposit premium. At the end of the policy period, if the computed premium is less than the deposit premium, "we" will pay "you" the difference subject to the minimum premium indicated on the "schedule of coverages".
3. **Provisions That Affect How Much We Pay** -- The following provisions apply to reports that are submitted and may affect How Much We Pay:
- a. **Failure To Submit Reports** -- If "you" have failed to submit the required reports or no report has been submitted, the most "we" will pay is 90% of the "limit".
- b. **Reported Values Are Less Than The Full Value** -- If "your" last report before a loss shows less than the actual total receipts, sales, mileage, or other information during the reporting period, "we" will only pay a part of the loss. "We" will not pay a greater portion of the loss, prior to the application of the deductible, than the total receipts, sales, mileage, or other information "you" reported divided by the total receipts, sales, mileage, or other information that actually should have been reported during the reporting period.
- c. **We Will Not Pay More Than The Limit** -- "We" will not pay more than the applicable "limit" regardless of any reported value used in computing the premium.

OTHER CONDITIONS

1. **Appraisal** -- If "you" and "we" do not agree on the amount of the loss or the value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us".

2. **Bankruptcy Of An Insured** -- Bankruptcy or insolvency of an insured does not relieve "us" of "our" obligations under this coverage.
3. **Benefit To Others** -- Insurance under this coverage will not directly or indirectly benefit anyone having custody of "your" property.

4. **Conformity With Statute** -- When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
5. **Estates** -- This provision applies only if the insured is an individual.
- a. **Your Death** -- On "your" death, "we" cover the following as an insured:
- 1) the person who has custody of "your" property until a legal representative is qualified and appointed; or
 - 2) "your" legal representative.
- This person or organization is an insured only with respect to property covered by this coverage.
- b. **Policy Period Is Not Extended** -- This coverage does not extend past the policy period indicated on the declarations.
6. **Misrepresentation, Concealment, Or Fraud** -- This coverage is void as to "you" and any other insured if, before or after a loss:
- a. "you" or any other insured have willfully concealed or misrepresented:
- 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) "your" interest herein; or
- b. there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.
7. **Policy Period** -- "We" pay for a covered loss that occurs during the policy period.
8. **Recoveries** -- If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:
- a. "you" must notify "us" promptly if "you" recover property or receive payment;
- b. "we" must notify "you" promptly if "we" recover property or receive payment;
- c. any recovery expenses incurred by either are reimbursed first;
- d. "you" may keep the recovered property but "you" must refund to "us" the amount of the claim paid or any lesser amount to which "we" agree; and
- e. if the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be pro rated between "you" and "us" based on "our" respective interest in the loss.
9. **Restoration Of Limits** -- Except as indicated under Contract Penalty, a loss "we" pay under this coverage does not reduce the applicable "limits".
10. **Subrogation** -- If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.
11. **Suit Against Us** -- No "suit" may be brought against "us" unless:
- a. all of the "terms" of this coverage have been complied with; and
- b. the amount of the insured's liability has been determined by:
- 1) a final judgment against an insured as a result of a trial; or
 - 2) a written agreement by the insured, the claimant, and "us".
- No person has a right under this coverage to join "us" or implead "us" in actions that are brought to determine an insured's liability.
12. **Territorial Limits** -- "We" cover property while it is in the United States of America, its territories and possessions, Canada, and Puerto Rico.

13. **Your Reimbursement To Us** -- "You" must reimburse "us" all sums for a loss that "we" have paid and that "we" would not have been required to pay except for the attachment to this policy of any federal, state, or other regulatory endorsement.

"You" must reimburse "us" within 30 days after "we" have notified "you" that "we" have paid a loss that "we" would not have been required to pay except for the attachment of a required regulatory endorsement.

DEFINITIONS

1. "Limit" means the amount of coverage that applies.
2. "Off-board electronic equipment" means electronic equipment, related software, antennas, and accessories that "you" use to:
 - a. communicate with "vehicles"; or
 - b. track "vehicles"

while the "vehicles" are on the road transporting covered property.

3. "On-board electronic equipment" means electronic equipment, related software, antennas, and accessories that are permanently installed in "vehicles" and used for:
 - a. communications;
 - b. monitoring:
 - 1) refrigeration or heating equipment; and
 - 2) a "vehicle's" mileage and speed;
 - c. determining the weight of the "vehicle";
 - d. tracking of the "vehicle"; or
 - e. navigation.

Equipment is considered permanently installed if the equipment is removable from a housing unit that is permanently installed in a "vehicle" and is designed to run by using electrical power from the "vehicle's" electrical system.

4. "On-board expendable supplies" means
 - a. fuel;
 - b. oil, grease; and
 - c. similar expendable supplies.
5. "Perishable stock" means property preserved and maintained under controlled conditions and susceptible to loss or damage if the controlled conditions change.
6. "Pollutant" means:
 - a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including but not limited to acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and
 - b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.
7. "Schedule of coverages" means:
 - a. all pages labeled schedule of coverages or schedules that pertain to this coverage; and
 - b. declarations or supplemental declarations that pertain to this coverage.
8. "Specified perils" means the perils of:
 - a. fire;
 - b. lightning; windstorm; hail;
 - c. collision, overturn, or derailment of a transporting conveyance;

- d. collapse of a bridge or culvert; and
 - e. theft.
9. "Spoilage" means any detrimental change in physical state of "perishable stock". Detrimental change includes, but is not limited to, thawing of frozen goods, warming of refrigerated goods, or solidification of liquid material.
10. "Suit" means a judicial proceeding that has been set up to determine liability and damages for loss to property of others that consists of covered property that is in "your" care, custody, or control. Judicial proceedings also include arbitration proceedings in the event that "you" may be required to submit to arbitration.
11. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.
12. "Terminal" means a building, where covered property is transferred between "vehicles" or between "vehicles" and other transporting conveyances.

The transfer of covered property is limited to:

- a. loading and unloading; and
- b. any temporary storage associated with the transfer of property.

13. "Trailer" means an over-the-road vehicle designed to carry cargo while being hauled by a tractor or other self-propelled power unit.

"Trailer" includes but is not limited to:

- a. trailers, semi-trailers, automobile racks, flatbeds, lowboys, and tankers;
- b. dollies used to convert semi-trailers into trailers; and
- c. shipping containers designed to be attached to and transported by trailers.

14. "Transit" means the shipment of covered property by "you" and the shipment:

- a. begins at the point of transport where "you" accept property into "your" care, custody, or control for the transportation of the property to a specific destination;
- b. includes the ordinary, reasonable, and necessary stops, interruptions, delays, or transfers incidental to the route and method of shipment, including rest periods taken by the driver(s); and
- c. ends upon acceptance of the goods by or on behalf of the consignee at the specified destination.

15. "Vehicle" means any one vehicle, truck, tractor, "trailer", or combination of these pulled by one power unit.

MOTOR TRUCK CARGO LEGAL LIABILITY COVERAGE

In this coverage form, the words "you" and "your" mean the persons or organizations named as the insured on the declarations and the words "we", "us", and "our" mean the company providing this coverage.

Refer to the Definitions section at the end of this coverage form for additional words and phrases that have special meaning. These words and phrases are shown in quotation marks.

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described herein subject to all the "terms" of the Motor Truck Cargo Legal Liability Coverage. This coverage is also subject to the "schedule of coverages" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "schedule of coverages".

COVERAGE

1. **Legal Liability Coverage** -- "We" cover "your" legal liability for loss to covered property:
 - a. while under "your" care, custody, and control; and

- b. that "you" become legally obligated to pay as a common or contract carrier under a bill of lading, contract of carriage, or shipping receipt that is issued by "you" or that is issued on "your" behalf.

2. **We Do Not Cover** -- "We" do not pay for costs, expenses, fees, fines, penalties, or damages resulting from "your" violation of any law or regulation relating to any delay in payment, denial, or settlement of any claim.
-

PROPERTY COVERED

"We" cover the following property unless the property is excluded or subject to limitations.

1. **Property In Vehicles** --
 - a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to property of others described on the "schedule of coverages" while in due course of "transit" including loading and unloading.
 - b. **Coverage Limitation** --
 - 1) "We" only cover property of others while in due course of "transit" on or in a "vehicle".
 - 2) "We" only cover loading and unloading if the property of others is loaded from or unloaded onto a sidewalk, street, loading dock, or similar area that is adjacent to a "vehicle".
 - c. **Time Limitation** -- "We" only cover loss to property of others up to 72 hours following the arrival of the property at the intended destination.

In no event will "we" cover loss to property of others beyond the period of time for which "you" are liable under the terms of the bill of lading, contract of carriage, or shipping receipt.

2. **Property In Terminals --**

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to property of others described on the "schedule of coverages" while at a "terminal" location.
- b. **Coverage Limitations** -- "We" only cover described property while:
 - 1) at a "terminal" location that is described on the "schedule of coverages" or within 100 feet of the described "terminal"; and
 - 2) the property is in due course of "transit".
- c. **Time Limitation** -- "We" only cover loss to property of others up to 30 days following the arrival of the property at a "terminal".

In no event will "we" cover loss to property of others beyond the period of time for which "you" are liable under the terms of the bill of lading, contract of carriage, or shipping receipt.

4. **Live Animals** -- "We" do not cover animals including cattle or poultry unless death is caused or made necessary by a "specified peril".
5. **Money And Securities** -- "We" do not cover accounts, bills, currency, food stamps, or other evidences of debt, lottery tickets not held for sale, money, notes, or securities.
6. **Other Carriers** -- "We" do not cover property while in the custody of any other carrier if "you" have waived or otherwise made unenforceable "your" subrogation rights.
7. **Property That Has Been Delivered** -- "We" do not cover property of others after 72 hours following the arrival of the property at the intended destination.
8. **Property At A Terminal** -- "We" do not cover property of others after 30 days following the arrival of the property at a "terminal".
9. **Storage** -- "We" do not cover property "you" hold in storage under warehouse receipts or other written contracts.
10. **Trailer, Container, Or Conveyance** -- "We" do not cover any intermodal container, "trailer", or any other carrying conveyance including any equipment or supplies that are part of the container, "trailer", or conveyance.

This exclusion does not apply to property of others as described under Property Covered.

PROPERTY NOT COVERED

1. **Art** -- "We" do not cover objects of art including paintings and statuary.
2. **Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.
3. **Jewelry, Stones, And Metals** -- "We" do not cover jewelry, precious or semi-precious stones, gold, silver, platinum, or other precious metals or alloys.

COVERAGE EXTENSIONS

Provisions That Apply To Coverage Extensions -- The following Coverage Extensions indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Coverage Extension with this coverage form, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, the coverages provided below are part of and not in addition to the applicable "limit" for coverage described under Property Covered.

The "limit" provided under a Coverage Extension cannot be combined or added to the "limit" for any other Coverage Extension or Supplemental Coverage including a Coverage Extension or Supplemental Coverage that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following coverage extensions are not subject to and not considered in applying coinsurance conditions.

1. **Debris Removal** --

- a. **Coverage** -- "We" pay the cost to remove the debris of covered property that is caused by a covered peril.
- b. **We Do Not Cover** -- This coverage does not include costs to:
 - 1) extract "pollutants" from land or water; or
 - 2) remove, restore, or replace polluted land or water.
- c. **Limit** -- "We" do not pay any more under this coverage than 25% of the amount "we" pay for the direct physical loss. "We" will not pay more for loss to property and debris removal combined than the "limit" for the damaged property.
- d. **Additional Limit** -- "We" pay up to an additional \$10,000 for debris removal expense when the debris removal expense exceeds 25% of the amount "we" pay for direct physical loss or when the loss to property and debris removal combined exceeds the "limit" for the damaged property.

- e. **You Must Report Your Expenses** -- "We" do not pay any expenses unless they are reported to "us" in writing within 180 days from the date of direct physical loss to covered property.

2. **Defense Costs** --

- a. **Coverage** -- "We" have the option to defend any "suit" brought against "you" as a result of loss or damage to covered property caused by a covered loss. "We" may investigate and settle a claim or "suit".
- b. **Coverage Limitation** -- "We" do not have to provide a defense after "we" have paid the "limit" as a result of a judgment or written settlement.
- c. **You Must Not** -- "You" must not:
 - 1) admit liability for a loss, settle a claim, or incur expense without "our" written consent; or
 - 2) interfere with "our" negotiation for a settlement.
- d. **Covered Expenses** -- "We" will pay the following expenses associated with any "suit" "we" defend:
 - 1) expenses that "we" incur while investigating and defending the "suit";
 - 2) actual loss of "your" salary, up to \$250 per day, for "your" time spent away from work at "our" request;
 - 3) expenses that "you" incur at "our" request;
 - 4) all costs that "you" are required to pay as a result of any "suit" "we" defend;
 - 5) interest that accrues after entry of a judgment, until "we" tender, deposit in court, or pay "our" part of the judgment;
 - 6) interest that is awarded against "you" before the entry of a judgment. If "we" make an offer to settle the "suit", "we" will not pay any interest that accrues after the offer to settle; and

- 7) cost of a bond for the release of attachments. "We" are not required to furnish a bond itself.

No deductible applies.

SUPPLEMENTAL COVERAGES

Provisions That Apply To Supplemental

Coverages -- The following Supplemental Coverages indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Supplemental Coverage within this coverage form, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, a "limit" for a Supplemental Coverage provided below is separate from, and not part of, the applicable "limit" for coverage described under Property Covered.

The "limit" available for coverage described under a Supplemental Coverage:

- a. is the only "limit" available for the described coverage; and
- b. is not the sum of the "limit" indicated for a Supplemental Coverage and the "limit" for coverage described under Property Covered.

The "limit" provided under a Supplemental Coverage cannot be combined or added to the "limit" for any other Supplemental Coverage or Coverage Extension including a Supplemental Coverage or Coverage Extension that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following supplemental coverages are not subject to and not considered in applying coinsurance conditions.

1. Freight Charges --

- a. **Coverage** -- "We" pay freight charges that are due "you" and that become uncollectible as a direct result of a covered loss to covered property.
- b. **Limit** -- The most "we" pay in any one occurrence for all freight charges is \$2,500.

2. Newly Acquired Terminals --

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to covered property at a "terminal" that "you" acquire during the policy period.
- b. **Coverage Limitation** -- "We" only cover a "terminal" that "you" acquire when a "terminal" location is or "terminal" locations are described on the "schedule of coverages".
- c. **Time Limitation** -- This coverage applies for up to 60 days from the date "you" acquire the "terminal" or until "you" report the acquired "terminal" to "us", whichever occurs first.

However, this coverage does not go beyond the end of the policy period.

- d. **Limit** -- The most "we" pay in any one occurrence for covered property at a "terminal" that "you" acquire is \$50,000.
- e. **Additional Premium** -- "You" must pay any additional premium due from the date "you" acquire the "terminal".

3. **Pollutant Cleanup And Removal --**

- a. **Coverage** -- "We" pay "your" expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by a covered peril that occurs during the policy period.
- b. **Time Limitation** -- The expenses to extract "pollutants" are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.
- c. **We Do Not Cover** -- "We" do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants".

However, "we" pay the cost of testing which is necessary for the extraction of "pollutants" from land or water.

- d. **Limit** -- The most "we" pay for each location is \$10,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12-month period of this policy.

PERILS COVERED

"We" cover risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

- 1. "We" do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.
 - a. **Civil Authority** -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do cover loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.
 - b. **Nuclear Hazard** -- "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.
 - c. **War And Military Action** -- "We" do not pay for loss caused by:
 - 1) war, including undeclared war or civil war; or
 - 2) a warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

- 3) insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

With regard to any action that comes within the "terms" of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War and Military Action Exclusion will apply in place of the Nuclear Hazard Exclusion.

2. "We" do not pay for loss or damage that is caused by or results from one or more of the following:

- a. **Criminal, Fraudulent, Dishonest, Or Illegal Acts** -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another by:

- 1) "you";
- 2) others who have an interest in the property;
- 3) others to whom "you" entrust the property including but not limited to owner-operators "you" have hired;
- 4) "your" partners, officers, directors, trustees, joint venturers, or "your" members or managers if "you" are a limited liability company; or
- 5) the employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

- b. **Loss Of Use** -- "We" do not pay for loss caused by or resulting from loss of use, delay, or loss of market.

- c. **Pollutants** -- "We" do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants":

- 1) unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril"; or
- 2) except as specifically provided under the Supplemental Coverages - Pollutant Cleanup and Removal.

"We" do cover any resulting loss caused by a "specified peril".

- d. **Spoilage** -- "We" do not cover loss to "perishable stock" caused by "spoilage".

But if "spoilage" results in a "specified peril", "we" do cover the loss or damage caused by that "specified peril".

- e. **Voluntary Parting** -- "We" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.

WHAT MUST BE DONE IN CASE OF LOSS

1. **Notice** -- In case of a loss, "you" must:
 - a. give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and
 - b. give notice to the police when the act that causes the loss is a crime.

2. **You Must Protect Property** -- "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss.
 - a. **Payment Of Reasonable Costs** -- "We" do pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. "You" must keep an accurate record of such costs. "Our" payment of reasonable costs does not increase the "limit".
 - b. **We Do Not Pay** -- "We" do not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against.
 3. **Proof Of Loss** -- "You" must send "us", within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:
 - a. the time, place, and circumstances of the loss;
 - b. other policies of insurance that may cover the loss;
 - c. "your" interest and the interests of all others in the property involved, including all mortgages and liens;
 - d. changes in title of the covered property during the policy period; and
 - e. estimates, specifications, inventories, and other reasonable information that "we" may require to settle the loss.
 4. **Examination** -- "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.
 5. **Records** -- "You" must produce records, including tax returns and bank microfilms of all canceled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.
 6. **Damaged Property** -- If the damaged and undamaged property is in "your" care, custody, or control, "you" must exhibit the property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.
 7. **Volunteer Payments** -- "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
 8. **Abandonment** -- "You" may not abandon the property to "us" without "our" written consent.
 9. **Cooperation** -- "You" must cooperate with "us" in performing all acts required by this policy.
-

VALUATION

Property Of Others --

1. **Actual Cash Value** -- The value of property of others, as described under Property Covered, will be based on the actual cash value at the time of the loss (with a deduction for depreciation).
2. **If Your Responsibility For Covered Property Is Reduced** -- If the amount of "your" responsibility for covered property is reduced, "we" will not pay more for loss to covered property than the reduced amount of "your" responsibility plus the cost of labor, materials or services furnished or arranged by "you".

The reduced amount of "your" responsibility will be based on an amount:

- a. set by law; or
 - b. lawfully set by "you" in a bill of lading, contract of carriage or shipping receipt that is issued by "you" or that is issued on "your" behalf.
3. **Pair Or Set** -- The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
 4. **Loss To Parts** -- The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace.

HOW MUCH WE PAY

1. **Insurable Interest** -- "We" do not cover more than "your" insurable interest in any property.
2. **Deductible** -- "We" pay only that part of "your" loss over the deductible amount indicated on the "schedule of coverages" in any one occurrence.

"We" may pay all or a portion of the deductible amount to settle a loss or "suit". If "we" do pay all or a portion of the deductible amount, "you" must promptly reimburse "us" for the amount that "we" paid.
3. **Loss Settlement Terms** -- Subject to paragraphs 1., 2., 4., and 5. under How Much We Pay:
 - a. **We Pay The Lesser Of** -- "We" pay the lesser of:
 - 1) the amount determined under Valuation;

- 2) the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
- 3) the "limit" for "vehicle" or "terminal" location indicated on the "schedule of coverages".

- b. **Catastrophe Limit** -- In no event will "we" pay more than the catastrophe "limit" indicated on the "schedule of coverages" regardless if a loss involves:
 - 1) one or more "vehicles";
 - 2) one or more "terminal" locations; or
 - 3) any combination of "vehicles" or "terminal" locations.
- c. **When A Vehicle Is At A Terminal** -- The "limit" for the "terminal" location applies when a "vehicle" is situated within:
 - 1) a "terminal" building; or
 - 2) within 100 feet of a "terminal" building.

In no event will "we" combine the "limit" for a "terminal" location with the "limit" for a "vehicle".

4. **Insurance Under More Than One Coverage** -- If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.
5. **Insurance Under More Than One Policy** --
 - a. **Proportional Share** -- "You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.

- b. **Excess Amount** -- If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit".

LOSS PAYMENT

1. Loss Payment Options --

- a. **Our Options** -- In the event of loss covered by this coverage form, "we" have the following options:
- 1) pay the value of the lost or damaged property;
 - 2) pay the cost of repairing or replacing the lost or damaged property;
 - 3) rebuild, repair, or replace the property with other property of equivalent kind and quality, to the extent practicable, within a reasonable time; or
 - 4) take all or any part of the property at the agreed or appraised value.
- b. **Notice Of Our Intent To Rebuild, Repair, Or Replace** -- "We" must give "you" notice of "our" intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

2. Your Losses --

- a. **Adjustment And Payment Of Loss** -- "We" adjust all losses with "you". Payment will be made to "you" unless another loss payee is named in the policy.
- b. **Conditions For Payment Of Loss** -- An insured loss will be payable 30 days after:
- 1) a satisfactory proof of loss is received; and

- 2) the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us".

3. Property Of Others --

- a. **Adjustment And Payment Of Loss To Property Of Others** -- Losses to property of others may be adjusted with and paid to:
- 1) "you" on behalf of the owner; or
 - 2) the owner.
- b. **We Do Not Have To Pay You If We Pay The Owner** -- If "we" pay the owner, "we" do not have to pay "you". "We" may also choose to defend any suits arising from the owners at "our" expense.

OTHER CONDITIONS

1. **Appraisal** -- If "you" and "we" do not agree on the amount of the loss or the value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us".

2. **Bankruptcy Of An Insured** -- Bankruptcy or insolvency of an insured does not relieve "us" of "our" obligations under this coverage.
3. **Benefit To Others** -- Insurance under this coverage will not directly or indirectly benefit anyone having custody of "your" property.
4. **Conformity With Statute** -- When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
5. **Estates** -- This provision applies only if the insured is an individual.
 - a. **Your Death** -- On "your" death, "we" cover the following as an insured:
 - 1) the person who has custody of "your" property until a legal representative is qualified and appointed; or
 - 2) "your" legal representative.

This person or organization is an insured only with respect to property covered by this coverage.
 - b. **Policy Period Is Not Extended** -- This coverage does not extend past the policy period indicated on the declarations.

6. **Misrepresentation, Concealment, Or Fraud** -- This coverage is void as to "you" and any other insured if, before or after a loss:
 - a. "you" or any other insured have willfully concealed or misrepresented:
 - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) "your" interest herein; or
 - b. there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.
7. **Policy Period** -- "We" pay for a covered loss that occurs during the policy period.
8. **Recoveries** -- If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:
 - a. "you" must notify "us" promptly if "you" recover property or receive payment;
 - b. "we" must notify "you" promptly if "we" recover property or receive payment;
 - c. any recovery expenses incurred by either are reimbursed first;
 - d. "you" may keep the recovered property but "you" must refund to "us" the amount of the claim paid or any lesser amount to which "we" agree; and
 - e. if the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be pro rated between "you" and "us" based on "our" respective interest in the loss.
9. **Restoration Of Limits** -- A loss "we" pay under this coverage does not reduce the applicable "limits".

10. **Subrogation** -- If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.
 11. **Suit Against Us** -- No "suit" may be brought against "us" unless:
 - a. all of the "terms" of this coverage have been complied with; and
 - b. the amount of the insured's liability has been determined by:
 - 1) a final judgment against an insured as a result of a trial; or
 - 2) a written agreement by the insured, the claimant, and "us".

No person has a right under this coverage to join "us" or implead "us" in actions that are brought to determine an insured's liability.
 12. **Territorial Limits** -- "We" cover property while it is in the United States of America, its territories and possessions, Canada, and Puerto Rico.
 13. **Your Reimbursement To Us** -- "You" must reimburse "us" all sums for a loss that "we" have paid and that "we" would not have been required to pay except for the attachment to this policy of any federal, state, or other regulatory endorsement.

"You" must reimburse "us" within 30 days after "we" have notified "you" that "we" have paid a loss that "we" would not have been required to pay except for the attachment of a required regulatory endorsement.
 2. "Perishable stock" means property preserved and maintained under controlled conditions and susceptible to loss or damage if the controlled conditions change.
 3. "Pollutant" means:
 - a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including but not limited to acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and
 - b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.
 4. "Schedule of coverages" means:
 - a. all pages labeled schedule of coverages or schedules that pertain to this coverage; and
 - b. declarations or supplemental declarations that pertain to this coverage.
 5. "Specified perils" means the perils of:
 - a. fire;
 - b. lightning; windstorm; hail;
 - c. collision, overturn, or derailment of a transporting conveyance;
 - d. collapse of a bridge or culvert; and
 - e. theft.
 6. "Spoilage" means any detrimental change in physical state of "perishable stock". Detrimental change includes, but is not limited to, thawing of frozen goods, warming of refrigerated goods, or solidification of liquid material.
-

DEFINITIONS

1. "Limit" means the amount of coverage that applies.

7. "Suit" means a judicial proceeding that has been set up to determine liability and damages for loss to property of others that consists of covered property that is in "your" care, custody, or control. Judicial proceedings also include arbitration proceedings in the event that "you" may be required to submit to arbitration.
8. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.
9. "Terminal" means a building, where covered property is transferred between "vehicles" or between "vehicles" and other transporting conveyances.

The transfer of covered property is limited to:

- a. loading and unloading; and
 - b. any temporary storage associated with the transfer of property.
10. "Trailer" means an over-the-road vehicle designed to carry cargo while being hauled by a tractor or other self-propelled power unit.

"Trailer" includes but is not limited to:

- a. trailers, semi-trailers, automobile racks, flatbeds, lowboys, and tankers;

- b. dollies used to convert semi-trailers into trailers; and
 - c. shipping containers designed to be attached to and transported by trailers.
11. "Transit" means the shipment of covered property by "you" and the shipment:
 - a. begins at the point of transport where "you" accept property into "your" care, custody, or control for the transportation of the property to a specific destination;
 - b. includes the ordinary, reasonable, and necessary stops, interruptions, delays, or transfers incidental to the route and method of shipment, including rest periods taken by the driver(s); and
 - c. ends upon acceptance of the goods by or on behalf of the consignee at the specified destination.
 12. "Vehicle" means any one vehicle, truck, tractor, "trailer", or combination of these pulled by one power unit.

**SCHEDULE OF COVERAGES
MOTOR TRUCK CARGO LEGAL LIABILITY COVERAGE
REPORTING FORM**

(The entries required to complete this schedule
will be shown below or on the "schedule of coverages".)

COVERED PROPERTY

DESCRIBED PROPERTY

COVERAGE LIMITS

	Limit
Property In Vehicles -- The most "we" pay for loss involving any one "vehicle" is:	\$ _____
Catastrophe Limit -- The most "we" pay for loss in any one occurrence is:	\$ _____

LIMITS

No.	TERMINALS	Limit
_____	_____	\$ _____
_____	_____	\$ _____

Check if applicable:
[] Attach Additional Terminals Schedule to schedule more terminals

COVERAGE EXTENSIONS

Limit

Additional Debris Removal Expenses \$ _____
Defense Costs Covered
Fraud And Deceit \$ _____

SUPPLEMENTAL COVERAGES

Contract Penalty \$ _____
Expediting Expenses \$ _____
Freight Charges \$ _____
Moving Equipment \$ _____
Newly Acquired Terminals \$ _____
Off-Board Electronics \$ _____
On-Board Electronics \$ _____
On-Board Expendable Supplies \$ _____
Pollutant Cleanup And Removal \$ _____
Rewards \$ _____

DEDUCTIBLE

Deductible Amount \$ _____

REPORTING CONDITIONS

Reporting Conditions are applicable as described below:

Reporting Period -- (check one)

- Monthly
- Quarterly
- Annual

Additional Premium Due After Expiration -- When the premium for the coverage provided by this policy is based upon reports of value any additional premium owed to "us" is due on the due date that appears on the billing notice.

Adjustment Period -- (check one)

- Monthly
- Quarterly
- Annual

Reports -- (check one)

Within 30 days after the end of each reporting period indicated above "you" will report to "us":

- Gross Receipts
- Sales
- Mileage
- Other (specify) _____

Reporting Rate \$ _____

Premiums

Deposit Premium \$ _____

Minimum Premium \$ _____

OPTIONAL COVERAGES AND ENDORSEMENTS

SCHEDULE OF COVERAGES
MOTOR TRUCK CARGO LEGAL LIABILITY COVERAGE

(The entries required to complete this schedule
will be shown below or on the "schedule of coverages".)

COVERED PROPERTY

DESCRIBED PROPERTY

COVERAGE LIMITS

Property In Vehicles -- The most "we" pay for
loss involving any one "vehicle" is: Limit
\$ _____

Catastrophe Limit -- The most "we" pay for
loss in any one occurrence is: Limit
\$ _____

LIMITS

Loc. No.	TERMINALS	Limit
_____	_____	\$ _____
_____	_____	\$ _____

Check if applicable:

[] Attach Additional Terminals Schedule to schedule more terminals

COVERAGE EXTENSIONS

Limit

Additional Debris Removal Expenses \$ _____
Defense Costs _____ Covered _____

SUPPLEMENTAL COVERAGES

Freight Charges \$ _____
Newly Acquired Terminals \$ _____
Pollutant Cleanup And Removal \$ _____

DEDUCTIBLE

Deductible Amount \$ _____

OPTIONAL COVERAGES AND ENDORSEMENTS

REFRIGERATION BREAKDOWN COVERAGE VEHICLES

SUPPLEMENTAL COVERAGES

Property In Vehicles --

1. **Refrigeration Breakdown Coverage** -- "We" cover direct physical loss resulting from "spoilage" to "perishable stock" of others while in due course of "transit" on or in a "vehicle".
2. **Coverage Limitations** -- "We" only cover loss to "perishable stock" caused by "spoilage" when the refrigeration or heating unit of a "vehicle" transporting covered property has a sudden or accidental breakdown or malfunction.
3. **We Do Not Cover** -- "We" do not pay for loss caused by breakdown or malfunction:
 - a. that results from the failure to maintain adequate fuel levels for the refrigeration or heating unit; or

- b. of a refrigeration or heating unit if "you" or a service representative do not inspect a vehicle's refrigeration or heating unit at least once each month.

4. **Coverage Condition** -- "You" must maintain a record of each inspection of a refrigeration or heating unit and retain the records of the inspection for at least one year. "You" must provide "us" with all records that relate to a loss and permit copies and abstracts to be made from them.

PERILS EXCLUDED

The exclusion for Spoilage still applies except to the extent that coverage is provided under this endorsement.

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REPORTING CONDITIONS ENDORSEMENT

ADDITIONAL CONDITIONS

Reporting Conditions -- The following reporting conditions apply:

1. **Reports** --

- a. **You Will Report To Us** -- Within 30 days after the end of each reporting period, "you" will report to "us", as indicated on the Reporting Schedule, the total of one of the following:

- 1) the total receipts (collected and uncollected) earned from "your" operations as a carrier for hire;
- 2) "your" total sales from "your" operations as a carrier for hire;
- 3) the mileage "vehicles" have covered as part of "your" operations as a carrier for hire; or
- 4) other information as described in the Reporting Schedule.

- b. **Cancellation** -- If "your" coverage is canceled, "you" will report the total receipts, sales, mileage, or other information up to and including the date of cancellation and pay any additional premium due.

2. **Premium Computation and Adjustment** -- The premium will be adjusted as of each adjustment period indicated on the Reporting Schedule. The computed premium will be determined by multiplying the total receipts, sales, mileage, or other information by the rate indicated on the Reporting Schedule.

- a. **Annual Adjustment Period** -- When an annual adjustment period is indicated on the Reporting Schedule, "we" will compare the total computed premium to the deposit premium. If it is more than the deposit premium, "you" will pay "us" the difference. If it is less than the deposit premium, "we" will pay "you" the difference subject to the minimum premium indicated on the Reporting Schedule.

- b. **Other Adjustment Period** -- When any other premium adjustment period is indicated, "we" will apply the computed premium to the deposit premium until it is exhausted. "You" will pay "us" all premiums that exceed the deposit premium. At the end of the policy period, if the computed premium is less than the deposit premium, "we" will pay "you" the difference subject to the minimum premium indicated on the Reporting Schedule.

3. **Provisions That Affect How Much We Pay** -- The following provisions apply to reports that are submitted and may affect How Much We Pay:

- a. **Failure To Submit Reports** -- If "you" have failed to submit the required reports or no report has been submitted, the most "we" will pay is 90% of the "limit".

- b. **Reported Values Are Less Than The Full Value** -- If "your" last report before a loss shows less than the actual total receipts, sales, mileage, or other information during the reporting period, "we" will only pay a part of the loss. "We" will not pay a greater portion of the loss, prior to the application of the deductible, than the total receipts, sales, mileage, or other information "you" reported divided by the total receipts, sales, mileage, or other information that actually should have been reported during the reporting period.

- c. **We Will Not Pay More Than The Limit** -- "We" will not pay more than the applicable "limit" regardless of any reported value used in computing the premium.

OPERATING TERRITORY

(The entries required to complete this endorsement
will be shown below or on the "schedule of coverages".)

ADDITIONAL CONDITIONS

Operating Territory -- "We" do not pay for loss to property of others if the property is in due course of "transit" on a "vehicle" operating beyond the operating territory described as the Scheduled Operating Territory.

SCHEDULED OPERATING TERRITORY

The operating territory is

within _____miles

of _____(city or town), _____(state)

PROPERTY EXCLUDED

(The entries required to complete this endorsement
will be shown below or on the "schedule of coverages".)

PROPERTY NOT COVERED

"We" do not cover the property described below (indicate by checking below):

- 1. livestock or poultry
- 2. liquor
- 3. tobacco products
- 4. furs or fur trimmed garments
- 5. eggs
- 6. _____
- 7. _____
- 8. _____

CONTINGENT COVERAGE

ADDITIONAL DEFINITIONS

"Subcontractor" means a trucking company or trucker that "you" hire to transport property of others described on the "schedule of coverages".

SUPPLEMENTAL COVERAGES

1. Property In Terminals --

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to property of others described on the "schedule of coverages" while:
- 1) at a "terminal" location; and
 - 2) in the care, custody, and control of a "subcontractor".
- b. **Coverage Limitations** --
- 1) If coverage is indicated on the Contingent Coverage Schedule, "we" only cover property of others while:
 - a) at a "terminal" location that is described on the "schedule of coverages" or within 100 feet of the described "terminal"; and
 - b) at an unscheduled "terminal" location or within 100 feet of an unscheduled "terminal" location.
 - 2) "We" only cover property of others:
 - a) while the property is in due course of "transit"; and
 - b) that "you" become legally obligated to pay as a broker, freight forwarder, or consolidator.

2. Property In Vehicles --

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to property of others described on the "schedule of coverages" while:
- 1) in due course of "transit" including, loading and unloading, and
 - 2) in the care, custody, and control of a "subcontractor".
- b. **Coverage Limitations** --
- 1) "We" only cover property of others while in due course of "transit" on or in a "vehicle".
 - 2) "We" only cover property of others that "you" become legally obligated to pay as a broker, freight forwarder, or consolidator.
 - 3) "We" only cover loading and unloading if the property of others is loaded from or unloaded onto a sidewalk, street, loading dock, or similar area that is adjacent to a "vehicle".

3. Additional Coverage Limitations --

- a. "We" only cover "your" legal liability as a broker, freight forwarder, or consolidator if "you" are unable to collect the amount of the loss from the "subcontractor" or the insurer who is providing the "subcontractor" with a motor truck cargo legal liability insurance policy.

Your inability to collect the amount of the loss from the "subcontractor's" insurer must be as a result of:

- 1) the insurance policy being canceled or non-renewed without "your" knowledge;
- 2) the insurance limits are insufficient to cover the total loss; or
- 3) the loss is excluded under the terms of the insurance policy.

- b. "We" only cover "your" legal liability as a broker, freight forwarder, or consolidator if prior to a shipment by a "subcontractor" "you" have obtained evidence of in-force insurance from the "subcontractor".

The "subcontractor's" insurance policy must:

- 1) be for a motor truck cargo legal liability insurance policy; and
- 2) provide insurance limits that are equal to or greater than the "subcontractor's" legal liability under the bill of lading, contract of carriage, or shipping receipt.

WHAT MUST BE DONE IN CASE OF LOSS

Other "terms" relating to What Must Be Done In Case Of Loss also apply. These "terms" are described in the Motor Truck Cargo Legal Liability Coverage.

Recovery From Subcontractor -- In case of a loss, "you" must make every reasonable and proper effort to collect the amount of the loss from the "subcontractor" or insurer who is providing the "subcontractor" with a motor truck cargo legal liability insurance policy.

Every reasonable and proper effort means that "you" have complied with:

1. the requirements of the bill of lading or other shipping contract under which the covered property was being shipped; and
2. all of the requirements for the filing of claims against the "subcontractor" and/or the "subcontractor's" insurer.

HOW MUCH WE PAY

Other "terms" relating to How Much We Pay also apply. These "terms" are described in the Motor Truck Cargo Liability Coverage.

Loss Settlement Terms -- "We" pay the lesser of:

1. the actual cash value at the time of the loss (with a deduction for depreciation);
2. the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
3. the applicable "limit" indicated on the Contingent Coverage Schedule.

IM 7468 04 04

CONTINGENT COVERAGE SCHEDULE MOTOR TRUCK CARGO

(The entries required to complete this schedule
will be shown below or on the "schedule of coverages".)

	Limit
Property In Scheduled Terminals (check one)	
<input type="checkbox"/> Not Covered	
<input type="checkbox"/> Covered -- The most "we" pay in any one occurrence for loss in any one "terminal" described on the "schedule of coverages" is:	\$ _____
Property In Unscheduled Terminals (check one)	
<input type="checkbox"/> Not Covered	
<input type="checkbox"/> Covered -- The most "we" pay in any one occurrence for loss in any one "terminal" that is not described on the "schedule of coverages" is:	\$ _____
Property In Vehicles -- The most "we" pay in any one occurrence for loss on any one "vehicle" is:	\$ _____
Catastrophe Limit -- The most "we" pay for loss in any one occurrence is:	\$ _____
Contingent Coverage Deductible -- "We" pay only that part of "your" loss over the deductible amount in any one occurrence:	\$ _____

MOBILE EQUIPMENT COVERAGE

(The entries required to complete this endorsement will be shown below or on the "schedule of coverages".)

MOBILE EQUIPMENT SCHEDULE

Limit

Mobile Equipment -- The most "we" pay in any one occurrence for loss to "mobile equipment" is:

\$ _____

Mobile Equipment Deductible -- "We" pay only that part of "your" loss over the deductible amount in any one occurrence:

\$ _____

ADDITIONAL DEFINITIONS

"Mobile equipment" means machinery and equipment of a mobile nature that "you" use to:

1. load or unload covered property onto or from a "vehicle"; or
2. move, stack, or store covered property in a "terminal".

Mobile equipment also includes machinery and equipment that is used to load or unload covered property onto or from a "vehicle" and is permanently mounted on the "vehicle".

SUPPLEMENTAL COVERAGES

Mobile Equipment --

1. **Coverage** -- "We" pay for direct physical loss caused by a covered peril to "your" "mobile equipment" and similar property of others that is in "your" care, custody, or control.

2. **Coverage Limitation** -- "We" only cover "mobile equipment" that is:

- a. located at a "terminal" that "you" own or operate;
- b. on or in a "vehicle" that is transporting covered property; or
- c. used to load or unload covered property at the point of shipment or at the destination.

ADDITIONAL PROPERTY NOT COVERED

1. **Leased, Rented, Or Borrowed Equipment** -- "We" do not cover "mobile equipment" that "you" lease, rent, or lend to others.
2. **Automobiles And Trucks** -- "We" do not cover automobiles, motor trucks, tractors, trailers, and similar conveyances designed for highway use and used for over the road transportation of people or cargo.

ADDITIONAL PERILS EXCLUDED

"We" do not pay for loss or damage if one or more of the following exclusions apply to the loss.

1. **Contamination Or Deterioration** -- "We" do not pay for loss caused by contamination or deterioration including corrosion, decay, fungus, mildew, mold, rot, rust, or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.
2. **Mechanical Breakdown** -- "We" do not pay for loss caused by any mechanical or electrical breakdown or malfunction.
3. **Missing Property** -- "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.
4. **Wear And Tear** -- "We" do not pay for loss caused by wear and tear, marring, or scratching.

HOW MUCH WE PAY

Other "terms" relating to How Much We Pay also apply. These "terms" are described in the Motor Truck Cargo Liability Coverage.

Loss Settlement Terms -- "We" pay the lesser of:

1. the actual cash value at the time of the loss (with a deduction for depreciation);
2. the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
3. the applicable "limit" indicated on the Mobile Equipment Schedule.

IM 7470 04 04

TRAILER COVERAGE

SUPPLEMENTAL COVERAGES

1. Trailers Bailee --

- a. **Coverage** -- "We" pay for direct physical loss caused by a covered peril to a "trailer" that "you" do not own but that is in "your" care, custody, or control.
- b. **Coverage Limitation** -- "We" only cover a non-owned "trailer" if:
 - 1) it is not part of a written "trailer" interchange agreement; and
 - 2) a "limit" is indicated on the Trailer Schedule for Trailer Bailee.

2. Trailer Interchange --

- a. **Coverage** -- "We" pay for direct physical loss caused by a covered peril to a "trailer" that "you" do not own but that is in "your" care, custody, or control under the terms of a written Trailer Interchange Agreement.
- b. **Coverage Limitation** -- "We" only cover:
 - 1) "your" legal liability for a non-owned "trailer" under the terms of a written Trailer Interchange Agreement; and
 - 2) a non-owned "trailer" if a "limit" is indicated on the Trailer Schedule for Trailer Interchange.
- c. **Defense Costs** --
 - 1) **Coverage** -- "We" have the option to defend any "suit" brought against "you" as a result of damage to covered property caused by loss. "We" may investigate and settle a claim or "suit".
 - 2) **Coverage Conditions and Limitation** -- "We" do not have to provide a defense after "we" have paid the "limit" as a result of a judgment or written settlement.

3) You Must Not -- "You" must not:

- a) admit liability for a loss, settle a claim, or incur expense without "our" written consent; or
- b) interfere with "our" negotiation for a settlement.

4) Covered Expenses We Will Pay -- "We" will pay the following expenses associated with any "suit" "we" defend:

- a) expenses that "we" incur while investigating and defending the "suit";
- b) actual loss of "your" salary, up to \$250 per day, for "your" time spent away from work at "our" request;
- c) expenses that "you" incur at "our" request;
- d) all costs that "you" are required to pay as a result of any "suit" "we" defend;
- e) interest that accrues after entry of a judgment, until "we" tender, deposit in court, or pay "our" part of the judgment;
- f) interest that is awarded against "you" before the entry of a judgment. If "we" make an offer to settle the "suit", "we" will not pay any interest that accrues after the offer to settle; and
- g) cost of a bond for the release of attachments. "We" are not required to furnish a bond itself.

The "limit" for Defense Costs is part of and not in addition to the applicable "limit" for Trailer Interchange.

No deductible applies.

ADDITIONAL PROPERTY NOT COVERED

1. **Leased, Rented, Or Borrowed Trailers** -- "We" do not cover "trailers" that "you" lease, rent, or lend to others.
 2. **Trucks And Tractors** -- "We" do not cover trucks, tractors, or any other self-propelled power units that are designed to haul cargo, carry shipping containers, or pull "trailers".
-

ADDITIONAL PERILS EXCLUDED

"We" do not pay for loss or damage if one or more of the following exclusions apply to the loss.

1. **Contamination Or Deterioration** -- "We" do not pay for loss caused by contamination or deterioration including corrosion, decay, fungus, mildew, mold, rot, rust, or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.
2. **Mechanical Breakdown** -- "We" do not pay for loss caused by any mechanical or electrical breakdown or malfunction.
3. **Wear And Tear** -- "We" do not pay for loss caused by wear and tear, marring, or scratching.

4. **Blowouts Or Punctures** -- "We" do not pay for loss caused by or resulting from the blowout or puncture of tires or other road damage to tires.
 5. **Loss Of Use** -- "We" do not pay for loss caused by or resulting from loss of use, delay, or loss of market.
-

HOW MUCH WE PAY

Other "terms" relating to How Much We Pay also apply. These "terms" are described in the Motor Truck Cargo Liability Coverage.

Loss Settlement Terms -- "We" pay the lesser of:

1. the actual cash value at the time of the loss (with a deduction for depreciation);
 2. the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
 3. the applicable "limit" indicated on the Trailer Schedule.
-

IM 7471 04 04

TRAILER SCHEDULE MOTOR TRUCK CARGO

(The entries required to complete this schedule
will be shown below or on the "schedule of coverages".)

	Limit
Trailer Bailee Coverage (check one)	
<input type="checkbox"/> Not Covered	
<input type="checkbox"/> Covered -- The most "we" pay in any one occurrence for a non-owned "trailer" is:	\$ _____
Trailer Interchange Coverage (check one)	
<input type="checkbox"/> Not Covered	
<input type="checkbox"/> Covered -- The most "we" pay in any one occurrence for a non-owned "trailer" under a Trailer Interchange Agreement is:	\$ _____
Trailer Catastrophe Limit -- The most "we" pay for loss in any one occurrence for all non-owned "trailers" is:	\$ _____
Trailer Deductible -- "We" pay only that part of "your" loss over the deductible amount in any one occurrence:	\$ _____

ADDITIONAL NAMED INSURED ENDORSEMENT

(The entries required to complete this endorsement
will be shown below or on the "schedule of coverages".)

COVERAGE

Additional Named Insured -- "We" extend coverage under the Motor Truck Cargo Legal Liability Coverage to the additional named insured described in the Additional Named Insured Schedule.

"We" only extend coverage to an additional named insured while a "vehicle" owned or operated by "you" is transporting covered property under:

1. the operating authority that has been issued to the additional named insured under certificates of public convenience or necessity, motor truck cargo filings, or other transportation permits; and
2. a bill of lading, contract of carriage, or shipping receipt that is issued by "you".

ADDITIONAL NAMED INSURED SCHEDULE

THEFT EXCLUSION MOTOR TRUCK CARGO

(The entries required to complete this endorsement
will be shown below or on the "schedule of coverages".)

PERILS EXCLUDED

Theft From A Vehicle -- "We" do not pay for loss to property of others described in the Theft Exclusion Schedule if the loss is caused by or results from theft from a "vehicle" or "terminal".

However, "we" do cover loss that occurs due to looting or pillaging at the time and place of a riot or civil commotion.

THEFT EXCLUSION SCHEDULE

Excluded Property:

- 1. livestock or poultry
- 2. liquor
- 3. tobacco products
- 4. furs or fur trimmed garments
- 5. eggs

- 6. _____
- 7. _____
- 8. _____

THEFT LIMITATION

(The entries required to complete this endorsement
will be shown below or on the "schedule of coverages".)

PERILS EXCLUDED

Theft -- Except as provided under Limited Theft Coverage, "we" do not pay for loss to property of others caused by or resulting from theft from a "vehicle" or "terminal".

SUPPLEMENTAL COVERAGES

Limited Theft Coverage --

1. **Coverage** -- "We" pay for direct physical loss caused by theft of property of others described in the Theft Limitation Schedule.
 2. **Coverage Limitation** -- "We" only cover theft of property of others that is:
 - a. located at a "terminal" that "you" own or operate; or
 - b. on or in a "vehicle" that is transporting covered property.
 3. **Limit** -- The most "we" pay in any one occurrence for theft of property of others from a "vehicle" or "terminal" is \$_____.
-

THEFT LIMITATION SCHEDULE

UNATTENDED VEHICLE EXCLUSION

PERILS EXCLUDED

The following exclusion is added:

Theft From An Unattended Vehicle -- "We" do not pay for loss caused by or resulting from theft from a "vehicle" unless at the time of the loss:

1. "you" have assigned an employee or hired an owner-operator to guard or otherwise watch over the "vehicle" and its contents; and
2. the employee or owner-operator is in or on the "vehicle" while the "vehicle" is in "transit" or the "vehicle" is at a "terminal" or other location for loading and unloading.

ELECTRONIC EQUIPMENT COVERAGE

ADDITIONAL DEFINITIONS

1. "Off-board electronic equipment" means electronic equipment, related software, antennas, and accessories that "you" use to:

- a. communicate with "vehicles"; or
- b. track "vehicles"

while the "vehicles" are on the road transporting covered property.

2. "On-board electronic equipment" means electronic equipment, related software, antennas, and accessories that are permanently installed in "vehicles" and used for:

- a. communications;
- b. monitoring:
 - 1) refrigeration or heating equipment; and
 - 2) a "vehicle's" mileage and speed;
- c. determining the weight of the "vehicle";
- d. tracking of the "vehicle"; or
- e. navigation.

Equipment is considered permanently installed if the equipment is removable from a housing unit that is permanently installed in a "vehicle" and is designed to run by using electrical power from the "vehicle's" electrical system.

SUPPLEMENTAL COVERAGES

1. **Off-Board Electronics --**

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to "your" "off-board electronic equipment" and similar property of others that is in "your" care, custody, or control.

- b. **Coverage Limitation** -- "We" only cover "off-board electronic equipment" and similar property of others:

- 1) while at a premises that "you" own or operate, including in "transit" between premises that "you" own or operate; and
- 2) if a "limit" is indicated on the Electronic Equipment Schedule.

- c. **We Do Not Cover** -- "We" do not provide coverage under this Supplemental Coverage for:

- 1) equipment described under On-Board Electronics;
- 2) audio or video equipment designed solely for entertainment; or
- 3) equipment of others being shipped by "you" under a bill of lading, contract of carriage, or shipping receipt.

2. **On-Board Electronics --**

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to "your" "on-board electronic equipment" and similar property of others that is in "your" care, custody, or control.

- b. **Coverage Limitation** -- "We" only cover "on-board electronic equipment" and similar property of others:
 - 1) while in "vehicles" that transport covered property; and
 - 2) if a "limit" is indicated on the Electronic Equipment Schedule.
- c. **We Do Not Cover** -- "We" do not provide coverage under this Supplemental Coverage for:
 - 1) equipment described under Off-Board Electronics;
 - 2) audio or video equipment designed solely for entertainment; or
 - 3) equipment of others being shipped by "you" under a bill of lading, contract of carriage, or shipping receipt.
- 2. **Mechanical Breakdown** -- "We" do not pay for loss caused by any mechanical, or electrical breakdown or malfunction.
- 3. **Missing Property** -- "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.
- 4. **Loss of Use** -- "We" do not pay for loss caused by or resulting from loss of use, delay, or loss of market.
- 5. **Wear and Tear** -- "We" do not pay for loss caused by wear and tear, marring, or scratching.

ADDITIONAL PROPERTY NOT COVERED

Leased, Rented, or Borrowed Equipment
-- "We" do not cover "off-board electronics" or "on-board electronics" that "you" lease, rent, or lend to others.

ADDITIONAL PERILS EXCLUDED

"We" do not pay for loss or damage if one or more of the following exclusions apply to the loss.

- 1. **Contamination or Deterioration** -- "We" do not pay for loss caused by contamination or deterioration including corrosion, decay, fungus, mildew, mold, rot, rust, or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.

HOW MUCH WE PAY

Other "terms" relating to How Much We Pay also apply. These "terms" are described in the Motor Truck Cargo Liability Coverage.

Loss Settlement Terms -- "We" pay the lesser of:

- 1. the actual cash value at the time of the loss (with a deduction for depreciation);
- 2. the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
- 3. the applicable "limit" indicated on the Electronic Equipment Schedule.

IM 7477 04 04

ELECTRONIC EQUIPMENT SCHEDULE MOTOR TRUCK CARGO

(The entries required to complete this schedule
will be shown below or on the "schedule of coverages".)

	Limit
Off-Board Electronics (check one)	
<input type="checkbox"/> Not Covered	
<input type="checkbox"/> Covered -- The most "we" pay in any one occurrence for "off-board electronic equipment" is:	\$ _____
On-Board Electronics (check one)	
<input type="checkbox"/> Not Covered	
<input type="checkbox"/> Covered -- The most "we" pay in any one occurrence for "on-board electronic equipment" is:	\$ _____
Electronic Equipment Deductible -- "We" pay only that part of "your" loss over the deductible amount in any one occurrence:	\$ _____

PARKED TRAILER EXCLUSION

(The entries required to complete this endorsement will be shown below or on the "schedule of coverages".)

PERILS EXCLUDED

Theft From A Parked Trailer -- Except as provided under Parked Trailer, "we" do not pay for loss to property of others caused by or resulting from theft from a "trailer" that has been parked and has been disconnected from a tractor or other power unit.

SUPPLEMENTAL COVERAGES

Parked Trailer -- "We" pay for direct physical loss to covered property caused by theft from a parked and disconnected "trailer" while at a "terminal" or location described in the Parked Trailer Schedule.

PARKED TRAILER SCHEDULE

Terminals and Locations:

COTTON EXCLUSION

PERILS EXCLUDED

Ginned Cotton -- "We" do not pay for loss to cotton caused by or resulting from fire if the cotton had passed into "your" care, custody, and control within 72 hours after the cotton had gone through the ginning process.

VEHICLE ALARM ENDORSEMENT

ADDITIONAL DEFINITIONS

Vehicle Alarm -- "Vehicle alarm" means an alarm on a "vehicle" that is transporting covered property.

ADDITIONAL CONDITIONS

Vehicle Alarm --

1. **Property In Transit** -- Except while the property is being loaded or unloaded, "you" are required to maintain a "vehicle alarm" on "vehicles" that transport covered property, and the "vehicle alarm" must always be activated while the covered property is in "transit".
2. **Property Being Loaded And Unloaded** -- While covered property is being loaded and unloaded, "you" must assign an employee or a hired owner-operator to guard or otherwise watch over the property.

PERILS EXCLUDED

The following exclusion is added to Perils Excluded:

"We" do not pay for loss caused by theft from a "vehicle" if:

1. the "vehicle alarm" was not activated while the covered property was in "transit";
2. prior to the theft "you" failed to maintain in complete working order the "vehicle alarm"; or
3. the covered property is being loaded or unloaded and "you" do not assign an employee or a hired owner-operator to guard or otherwise watch over the property.

IM 7481 04 04

REPORTING SCHEDULE MOTOR TRUCK CARGO

(The entries required to complete this schedule
will be shown below or on the "schedule of coverages".)

REPORTING CONDITIONS

Reporting Conditions are applicable as described below:

Reporting Period -- (check one)

- Monthly
- Quarterly
- Annual

Additional Premium Due After Expiration -- When the premium for the coverage provided by this policy is based upon reports of value any additional premium owed to "us" is due on the due date that appears on the billing notice.

Adjustment Period -- (check one)

- Monthly
- Quarterly
- Annual

Reports -- (check one)

Within 30 days after the end of each reporting period indicated above "you" will report to "us":

- Gross Receipts
- Sales
- Mileage
- Other (specify) _____

Reporting Rate \$ _____

Premiums

Deposit Premium \$ _____

Minimum Premium \$ _____

PERSONAL PROPERTY COVERAGE

(The entries required to complete this endorsement will be shown below or on the "schedule of coverages".)

PERSONAL PROPERTY SCHEDULE

	Limits
Your Personal Property -- The most "we" pay in any one occurrence for loss involving "your" business personal property is:	\$ _____
Personal Property of Employees -- The most "we" pay in any one occurrence for loss involving personal property of "your" employees property is:	\$ _____
Personal Property Deductible -- "We" pay only that part of "your" loss over the deductible amount in any one occurrence:	\$ _____

SUPPLEMENTAL COVERAGES

Personal Property --

1. **Coverage** -- "We" pay for direct physical loss caused by a covered peril to "your" business personal property or personal property of "your" employees.
2. **Coverage Limitation** -- "We" only cover personal property:
 - a. if a "limit" is indicated on the Personal Property Schedule; and
 - b. while on or in a "vehicle" operated by "you" that is transporting covered property and while the "vehicle" is in "transit".

ADDITIONAL PROPERTY NOT COVERED

1. **Leased, Rented, Or Borrowed Equipment** -- "We" do not cover personal property that "you" lease, rent, or lend to others.
2. **Automobiles And Trucks** -- "We" do not cover automobiles, motor trucks, tractors, trailers, and similar conveyances designed for highway use and used for over the road transportation of people or cargo.

ADDITIONAL PERILS EXCLUDED

"We" do not pay for loss or damage if one or more of the following exclusions apply to the loss.

1. **Contamination Or Deterioration** -- "We" do not pay for loss caused by contamination or deterioration including corrosion, decay, fungus, mildew, mold, rot, rust, or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.
2. **Mechanical Breakdown** -- "We" do not pay for loss caused by any mechanical, or electrical breakdown or malfunction.
3. **Missing Property** -- "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.
4. **Wear And Tear** -- "We" do not pay for loss caused by wear and tear, marring, or scratching.

5. **Loss Of Use** -- "We" do not pay for loss caused by or resulting from loss of use, business interruption, delay, or loss of market.
6. **Voluntary Parting** -- "We" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.

HOW MUCH WE PAY

Other "terms" relating to How Much We Pay also apply. These "terms" are described in the Motor Truck Cargo Liability Coverage.

Loss Settlement Terms -- "We" pay the lesser of:

1. the actual cash value at the time of the loss (with a deduction for depreciation);
2. the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
3. the applicable "limit" indicated on the Personal Property Schedule.

IM 7483 04 04

REFRIGERATION BREAKDOWN COVERAGE VEHICLES AND TERMINALS

SUPPLEMENTAL COVERAGES

1. Property In Terminals --

- a. **Coverage** -- "We" cover direct physical loss resulting from "spoilage" to "perishable stock" of others while at a "terminal" location in due course of "transit".
- b. **Coverage Limitations** --
 - 1) "We" only cover loss to "perishable stock" caused by "spoilage" when the "spoilage" results from:
 - a) a sudden or accidental breakdown or malfunction of refrigeration equipment at a "terminal";
 - b) an error in maintaining the temperature of the cold storage area in a "terminal"; or
 - c) the incorrect usage of the refrigeration equipment in a "terminal".
 - 2) "We" only cover loss to "perishable stock" of others while at a "terminal" location described on the "schedule of coverages".
 - 3) "We" only cover loss to "perishable stock" caused by "spoilage" when a "terminal" "limit" is indicated on the Refrigeration Breakdown Schedule.

2. Property In Vehicles --

- a. **Refrigeration Breakdown Coverage** -- "We" cover direct physical loss resulting from "spoilage" to "perishable stock" of others while in due course of "transit" on or in a "vehicle".

- b. **Coverage Limitations** -- "We" only cover loss to "perishable stock" caused by "spoilage" when:

- 1) the "spoilage" results from a sudden or accidental breakdown or malfunction of the refrigeration or heating unit of a "vehicle" transporting covered property; and
- 2) a "vehicle" "limit" is indicated on the Refrigeration Breakdown Schedule.

- c. **We Do Not Cover** -- "We" do not pay for loss caused by breakdown or malfunction:

- 1) that results from the failure to maintain adequate fuel levels for the refrigeration or heating unit; or
- 2) of a refrigeration or heating unit if "you" or a service representative do not inspect a vehicle's refrigeration or heating unit at least once each month.

- d. **Coverage Condition** -- "You" must maintain a record of each inspection of a refrigeration or heating unit and retain the records of the inspection for at least one year. "You" must provide "us" with all records that relate to a loss and permit copies and abstracts to be made from them.

PERILS EXCLUDED

The exclusion for Spoilage still applies except to the extent that coverage is provided under this endorsement.

IM 7485 04 04

REFRIGERATION BREAKDOWN SCHEDULE MOTOR TRUCK CARGO

(The entries required to complete this schedule
will be shown below or on the "schedule of coverages".)

	Limit
Property In Terminal Coverage (check one)	
<input type="checkbox"/> Not Covered	
<input type="checkbox"/> Covered -- The most "we" pay for loss to "perishable stock" at any one "terminal" described on the "schedule of coverages" is:	\$ _____
Property In Vehicle Coverage (check one)	
<input type="checkbox"/> Not Covered	
<input type="checkbox"/> Covered -- The most "we" pay for loss to "perishable stock" on any one "vehicle" is:	\$ _____
Catastrophe Limit --- The most "we" pay for loss to "perishable stock" in any one occurrence is:	\$ _____
Refrigeration Deductible -- "We" pay only that part of "your" loss over the deductible amount in any one occurrence:	\$ _____

FLOOD AND EARTH MOVEMENT EXCLUSION

ADDITIONAL DEFINITIONS

1. "Earth movement" means:
 - a. earthquake;
 - b. landslide;
 - c. mine subsidence whether or not the non-natural mine is currently in use;
 - d. sinking (other than "sinkhole collapse"), shifting, or rising of earth including, but not limited to, erosion, expansion, shrinking, freezing, thawing, improper soil compaction, and movement of water under the surface of the ground that cause cracking, settling, or shifting of foundations, buildings, or structures; or
 - e. eruption, explosion, or effusion of a volcano.
2. "Flood" means a general and temporary condition of partial or complete inundation of land that is normally dry resulting from:
 - a. overflow of inland or tidal waters, waves, tidal waves or tsunamis, or spray that results from any of these, all whether driven by wind or not;
 - b. unusual and rapid accumulation or runoff of surface waters from any source; or
 - c. mudslides or mudflows if caused by:
 - 1) unusual and rapid accumulation or runoff of surface waters or waves; or
 - 2) currents of water exceeding anticipated cyclical levels.

3. "Sinkhole collapse" means the sudden settlement or collapse of earth supporting the covered property into subterranean voids created by the action of water on a limestone or similar rock formation. It does not include the value of the land or the cost of filling sinkholes.

ADDITIONAL PERILS EXCLUDED

The following exclusions apply to covered property while at a "terminal" location.

"We" do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

1. **Earth Movement** -- "We" do not pay for loss caused by any "earth movement".

However, if eruption, explosion, or effusion of a volcano results in "volcanic action", "we" will pay for the loss or damage caused by that "volcanic action".

If "earth movement" results in fire, "we" will pay for the loss or damage caused by that fire. If "earth movement" (other than eruption, explosion, or effusion of a volcano) results in explosion, "we" will pay for the loss or damage caused by that explosion.

2. **Flood** -- "We" do not pay for loss caused by "flood".

However, if "flood" results in fire, explosion, or sprinkler leakage, "we" will pay for the loss or damage caused by that fire, explosion, or sprinkler leakage.

NAMED PERILS ENDORSEMENT

PERILS COVERED

The Perils Covered provision is deleted and replaced by the following:

"We" cover risks of direct physical loss caused by a "specified peril".

TRANSPORTATION COVERAGE

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described herein subject to all the "terms" of the Transportation Coverage. This coverage is also subject to the "schedule of coverages" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "schedule of coverages".

Refer to Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks or bold type.

DEFINITIONS

1. The words "you" and "your" mean the persons or organizations named as the insured on the declarations.
2. The words "we", "us", and "our" mean the company providing this coverage.
3. "Aircraft" means any one aircraft, airplane, helicopter, dirigible, or any machine capable of flight.
4. "Carrier for hire" means any one vehicle, truck, trailer, semitrailer, or combination of these pulled by one power unit operated by a carrier for hire.
5. "Limit" means the amount of coverage that applies.

6. "Owned vehicle" means any one vehicle, truck, trailer, semitrailer, or combination of these pulled by one power unit owned by "you" or leased by "you" and that is operated by "you".
7. "Perishable stock" means property preserved and maintained under controlled conditions and susceptible to loss or damage if the controlled conditions change.
8. "Pollutant" means:
 - a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and
 - b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.
9. "Railroad car" means any one railroad car, boxcar, tank car, flat car, or similar rolling stock including any railroad car transporting property in or on one or more trucks, trailers, semitrailers, or other containers.
10. "Schedule of coverages" means:
 - a. all pages labeled schedule of coverages or schedules which pertain to this coverage; and
 - b. declarations or supplemental declarations which pertain to this coverage.
11. "Specified perils" means the perils of:
 - a. fire;
 - b. lightning; windstorm; hail;
 - c. collision, overturn, or derailment of a transporting conveyance;

- d. collapse of a bridge or culvert; and
- e. theft.

12. "Spoilage" means any detrimental change in physical state of "perishable stock". Detrimental change includes, but is not limited to, thawing of frozen goods, warming of refrigerated goods, solidification of liquid material.

13. "Terminal" means a building where covered property is transferred between vehicles or between vehicles and other transporting conveyances.

The transfer of covered property is limited to:

- a. loading and unloading; and
- b. any temporary storage associated with the transfer of property.

14. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.

15. "Train" means one or more railroad cars, boxcars, tank cars, flat cars, or similar rolling stock connected together and pulled by one or more locomotives.

16. "Transit" means the shipment of covered property that:

- a. begins at the point of shipment to a specific destination;
- b. includes the ordinary reasonable and necessary stops, interruptions, delays, or transfers incidental to the route and method of shipment, including rest periods taken by the driver(s); and
- c. ends upon acceptance of the goods by or on behalf of the consignee at the specified destination.

PROPERTY COVERED

"We" cover the following property unless the property is excluded or subject to limitations.

1. Property In A Terminal --

a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to property described on the "schedule of coverages" while at a "terminal" location.

b. Coverage Limitations --

- 1) "We" only cover described property while:
 - a) at a "terminal" location that is described on the "schedule of coverages" or within 100 feet of the described "terminal"; and
 - b) the property is in due course of "transit".
- 2) If property described on the "schedule of coverages" includes property of others, "we" only cover property of others to the extent of "your" legal liability for direct physical loss caused by a covered peril.

2. Property In Transit --

a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to property described on the "schedule of coverages" while in due course of "transit" including loading and unloading.

b. Coverage Limitations --

- 1) "We" only cover described property while in due course of "transit" when a "limit" for one or more of the following modes of transportation is indicated on the "schedule of coverages":
 - a) Aircraft;
 - b) Owned Vehicle;

- c) Carrier For Hire; or
 - d) Railroad.
- 2) If property described on the "schedule of coverages" includes property of others, "we" only cover property of others to the extent of "your" legal liability for direct physical loss caused by a covered peril.
 - 3) "We" only cover loading and unloading if the described property is loaded from or unloaded onto a sidewalk, street, loading dock, or similar area that is adjacent to the indicated mode of transportation.

PROPERTY NOT COVERED

1. **Art, Antiques And Fur** -- "We" do not cover objects of art, antiques, or fur garments.
2. **Carrier For Hire** -- "We" do not cover property of others that "you" are responsible for as:
 - a. a carrier for hire; or
 - b. an arranger of transportation; this includes carloader, consolidator, broker, freight forwarder, or shipping association.
3. **Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.
4. **Exports And Imports** -- "We" do not cover exported or imported property:
 - a. that is covered under any ocean marine cargo policy that anyone has obtained to cover exports or imports; or
 - b. while on an ocean or air conveyance.

5. **Jewelry, Stones And Metals** -- "We" do not cover jewelry, precious or semi-precious stones, gold, silver, platinum, or other precious metals or alloys.
6. **Lease Agreement** -- "We" do not cover property for which "you" are contractually liable under a lease agreement with any transportation carrier.
7. **Live Animals** -- "We" do not cover animals including cattle or poultry unless death is caused or made necessary by a "specified peril".
8. **Mail** -- "We" do not cover mail shipments in the custody of the U.S. Postal Service.
9. **Money And Securities** -- "We" do not cover accounts, bills, currency, food stamps, or other evidences of debt, lottery tickets not held for sale, money, notes, or securities.
10. **Samples** -- "We" do not cover samples while in the custody of a sales representative.
11. **Storage** -- "We" do not cover property held in storage.

COVERAGE EXTENSIONS

Provisions That Apply To Coverage Extensions -- The following Coverage Extensions indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Coverage Extension, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, the coverages provided below are part of and not in addition to the applicable "limit" for coverage described under Property Covered.

The "limit" provided under a Coverage Extension cannot be combined or added to the "limit" for any other Coverage Extension or Supplemental Coverage including a Coverage Extension or Supplemental Coverage that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following coverage extensions are not subject to and not considered in applying coinsurance conditions.

1. **Debris Removal --**

- a. **Coverage** -- "We" pay the cost to remove the debris of covered property that is caused by a covered peril.
- b. **We Do Not Cover** -- This coverage does not include costs to:
 - 1) extract "pollutants" from land or water; or
 - 2) remove, restore, or replace polluted land or water.
- c. **Limit** -- "We" do not pay any more under this coverage than 25% of the amount "we" pay for the direct physical loss. "We" will not pay more for loss to property and debris removal combined than the "limit" for the damaged property.
- d. **Additional Limit** -- "We" pay up to an additional \$5,000 for debris removal expense when the debris removal expense exceeds 25% of the amount "we" pay for direct physical loss or when the loss to property and debris removal combined exceeds the "limit" for the damaged property.

- e. **You Must Report Your Expenses** -- "We" do not pay any expenses unless they are reported to "us" in writing within 180 days from the date of direct physical loss to covered property.

2. **Emergency Removal --**

- a. **Coverage** -- "We" pay for any direct physical loss to covered property while it is being moved or being stored to prevent a loss caused by a covered peril.
- b. **Time Limitation** -- This coverage applies for up to 365 days after the property is first moved. Also, this coverage does not extend past the date on which this policy expires.

SUPPLEMENTAL COVERAGES

Provisions That Apply To Supplemental Coverages -- The following Supplemental Coverages indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Supplemental Coverage, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, a "limit" for a Supplemental Coverage provided below is separate from, and not part of, the applicable "limit" for coverage described under Property Covered.

The "limit" available for coverage described under a Supplemental Coverage:

- a. is the only "limit" available for the described coverage; and

- b. is not the sum of the "limit" indicated for a Supplemental Coverage and the "limit" for coverage described under Property Covered.

The "limit" provided under a Supplemental Coverage cannot be combined or added to the "limit" for any other Supplemental Coverage or Coverage Extension including a Supplemental Coverage or Coverage Extension that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following supplemental coverages are not subject to and not considered in applying coinsurance conditions.

1. Pollutant Cleanup And Removal --

- a. **Coverage** -- "We" pay "your" expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by a covered peril that occurs during the policy period.
- b. **Time Limitation** -- The expenses to extract "pollutants" are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.
- c. **We Do Not Cover** -- "We" do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants".

However, "we" pay the cost of testing which is necessary for the extraction of "pollutants" from land or water.

- d. **Limit** -- The most "we" pay for each location is \$10,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12-month period of this policy.

2. Property You Have Sold --

- a. **Coverage** -- "We" pay for direct physical loss caused by a covered peril to covered property that "you" have sold and are shipping at the owner's risk.
- b. **Coverage Limitation** -- "We" only cover property that "you" have sold when the shipment has been rejected by the owner because:
- 1) the property is damaged; and
 - 2) the owner of the property has refused to pay "you".

3. Rejected Shipments --

- a. **Coverage** -- "We" pay for direct physical loss caused by a covered peril to outgoing shipments of covered property that have been rejected by the consignee, including shipments that are not deliverable.
- b. **Coverage Limitation** -- "We" only cover rejected shipments while the property is:
- 1) in due course of "transit" back to "you"; or
 - 2) awaiting return shipment to "you".
- c. **Time Limitation** -- This supplemental coverage will end ten days after delivery has been attempted or made to the consignee unless the covered property is in due course of "transit" back to "you".

PERILS COVERED

"We" cover risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

1. "We" do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

- a. **Civil Authority** -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do cover loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

- b. **Nuclear Hazard** -- "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.

- c. **War And Military Action** -- "We" do not pay for loss caused by:

- 1) war, including undeclared war or civil war; or
- 2) a warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- 3) insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

With regard to any action that comes within the "terms" of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War and Military Action Exclusion will apply in place of the Nuclear Hazard Exclusion.

2. "We" do not pay for loss or damage that is caused by or results from one or more of the following:

- a. **Contamination Or Deterioration** --

"We" do not pay for loss caused by contamination or deterioration including corrosion; decay; fungus; mildew; mold; rot; rust; or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.

But if contamination or deterioration results in a "specified peril", "we" do cover the loss or damage caused by that "specified peril".

- b. **Criminal, Fraudulent, Dishonest, Or Illegal Acts** -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another by:

- 1) "you";
- 2) others who have an interest in the property;
- 3) others to whom "you" entrust the property;
- 4) "your" partners, officers, directors, trustees, joint venturers, or "your" members or managers if "you" are a limited liability company; or
- 5) the employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- c. **Loss Of Use** -- "We" do not pay for loss caused by or resulting from loss of use, delay, or loss of market.
- d. **Missing Property** -- "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- e. **Pollutants** -- "We" do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants":
 - 1) unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril"; or
 - 2) except as specifically provided under the Supplemental Coverages - Pollutant Cleanup and Removal.

"We" do cover any resulting loss caused by a "specified peril".

- f. **Spoilage** -- "We" do not pay for loss to "perishable stock" caused by "spoilage".
- g. **Temperature/Humidity** -- "We" do not pay for loss caused by dryness, dampness, humidity, or changes in or extremes of temperature.

But if dryness, dampness, humidity, or changes in or extremes of temperature results in a "specified peril", "we" do cover the loss or damage caused by that "specified peril".

- h. **Voluntary Parting** -- "We" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.

"We" do cover loss to covered property caused by false bills of lading or shipping receipts that "you" accept in good faith.

- i. **Wear And Tear** -- "We" do not pay for loss caused by wear and tear, marring, or scratching.

But if wear and tear, marring, or scratching results in a "specified peril", "we" do cover the loss or damage caused by that "specified peril".

WHAT MUST BE DONE IN CASE OF LOSS

- 1. **Notice** -- In case of a loss, "you" must:
 - a. give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and
 - b. give notice to the police when the act that causes the loss is a crime.
- 2. **You Must Protect Property** -- "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss.
 - a. **Payment Of Reasonable Costs** -- "We" do pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. "You" must keep an accurate record of such costs. "Our" payment of reasonable costs does not increase the "limit".

- b. **We Do Not Pay** -- "We" do not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against.
 3. **Proof Of Loss** -- "You" must send "us", within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:
 - a. the time, place, and circumstances of the loss;
 - b. other policies of insurance that may cover the loss;
 - c. "your" interest and the interests of all others in the property involved, including all mortgages and liens;
 - d. changes in title of the covered property during the policy period; and
 - e. estimates, specifications, inventories, and other reasonable information that "we" may require to settle the loss.
 4. **Examination** -- "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.
 5. **Records** -- "You" must produce records, including tax returns and bank microfilms of all canceled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.
 6. **Damaged Property** -- "You" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.
 7. **Volunteer Payments** -- "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
 8. **Abandonment** -- "You" may not abandon the property to "us" without "our" written consent.
 9. **Cooperation** -- "You" must cooperate with "us" in performing all acts required by this policy.
-

VALUATION

1. **Value Of Covered Property** -- The value of covered property is based on the following:
 - a. **Invoice** -- The value of covered property is based on the invoice amount plus accrued costs, pre-paid charges, and charges since shipment.
 - b. **Actual Cash Value** -- In the absence of an invoice the value of covered property will be based on the actual cash value at the time of loss (with a deduction for depreciation).
2. **Pair Or Set** -- The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
3. **Loss To Parts** -- The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

HOW MUCH WE PAY

1. **Insurable Interest** -- "We" do not cover more than "your" insurable interest in any property.
2. **Deductible** -- "We" pay only that part of "your" loss over the deductible amount indicated on the "schedule of coverages" in any one occurrence.
3. **Loss Settlement Terms** -- Subject to paragraphs 1., 2., 4., and 5. under How Much We Pay:
 - a. **We Pay The Lesser Of** -- "We" pay the lesser of:
 - 1) the amount determined under Valuation;
 - 2) the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
 - 3) the "limit" that applies to the mode of transportation or "terminal" location indicated on the "schedule of coverages".
 - b. **Catastrophe Limit** -- In no event will "we" pay more than the catastrophe "limit" indicated on the "schedule of coverages" regardless if a loss involves:
 - 1) one or more modes of transportation;
 - 2) one or more "terminal" locations; or
 - 3) any combination of modes of transportation or "terminal" locations.
- c. **When A Railroad Is Transporting A Trailer** -- When a railroad is transporting a truck, trailer, or semitrailer, the "limit" for "railroad car" applies. In no event will "we" combine the "limit" for "railroad car" with the "limit" for:
 - 1) "owned vehicle"; or
 - 2) "carrier for hire".
- d. **When A Trailer Is At A Terminal** -- When a truck, trailer, or semitrailer is situated within a "terminal" building or within 100 feet of a "terminal" building, the "limit" for the "terminal" location applies. In no event will "we" combine the "limit" for a "terminal" location with the "limit" for:
 - 1) "owned vehicle"; or
 - 2) "carrier for hire".
4. **Insurance Under More Than One Coverage** -- If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.
5. **Insurance Under More Than One Policy** --
 - a. **Proportional Share** -- "You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.
 - b. **Excess Amount** -- If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit".

LOSS PAYMENT

1. Loss Payment Options --

- a. **Our Options** -- In the event of loss covered by this coverage form, "we" have the following options:
 - 1) pay the value of the lost or damaged property;
 - 2) pay the cost of repairing or replacing the lost or damaged property;
 - 3) rebuild, repair, or replace the property with other property of equivalent kind and quality, to the extent practicable, within a reasonable time; or
 - 4) take all or any part of the property at the agreed or appraised value.
- b. **Notice Of Our Intent To Rebuild, Repair, Or Replace** -- "We" must give "you" notice of "our" intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

2. Your Losses --

- a. **Adjustment And Payment Of Loss** -- "We" adjust all losses with "you". Payment will be made to "you" unless another loss payee is named in the policy.
- b. **Conditions For Payment Of Loss** -- An insured loss will be payable 30 days after:
 - 1) a satisfactory proof of loss is received; and
 - 2) the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us".

3. Property Of Others --

- a. **Adjustment And Payment Of Loss To Property Of Others** -- Losses to property of others may be adjusted with and paid to:
 - 1) "you" on behalf of the owner; or
 - 2) the owner.
- b. **We Do Not Have To Pay You If We Pay The Owner** -- If "we" pay the owner, "we" do not have to pay "you". "We" may also choose to defend any suits brought by the owners at "our" expense.

OTHER CONDITIONS

1. **Appraisal** -- If "you" and "we" do not agree on the amount of the loss or the value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us".

2. **Benefit To Others** -- Insurance under this coverage shall not directly or indirectly benefit anyone having custody of "your" property.
3. **Conformity With Statute** -- When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
4. **Estates** -- This provision applies only if the insured is an individual.
 - a. **Your Death** -- On "your" death, "we" cover the following as an insured:
 - 1) the person who has custody of "your" property until a legal representative is qualified and appointed; or
 - 2) "your" legal representative.

This person or organization is an insured only with respect to property covered by this coverage.
 - b. **Policy Period Is Not Extended** -- This coverage does not extend past the policy period indicated on the declarations.
5. **Misrepresentation, Concealment, Or Fraud** -- This coverage is void as to "you" and any other insured if, before or after a loss:
 - a. "you" or any other insured have willfully concealed or misrepresented:
 - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or

2) "your" interest herein; or

- b. there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.
6. **Policy Period** -- "We" pay for a covered loss that occurs during the policy period.
 7. **Recoveries** -- If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:
 - a. "you" must notify "us" promptly if "you" recover property or receive payment;
 - b. "we" must notify "you" promptly if "we" recover property or receive payment;
 - c. any recovery expenses incurred by either are reimbursed first;
 - d. "you" may keep the recovered property but "you" must refund to "us" the amount of the claim paid, or any lesser amount to which "we" agree; and
 - e. if the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be pro rated between "you" and "us" based on "our" respective interest in the loss.
 8. **Restoration Of Limits** -- A loss "we" pay under this coverage does not reduce the applicable "limits".
 9. **Subrogation** -- If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.

"You" may waive "your" right to recover from others in writing before a loss occurs.

10. **Suit Against Us** -- No one may bring a legal action against "us" under this coverage unless:

- a. all of the "terms" of this coverage have been complied with; and
- b. the suit has been brought within two years after "you" first have knowledge of the loss.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.

11. **Territorial Limits** -- "We" cover property while:

- a. at a location within; or
- b. in "transit" between or within

the United States of America, its territories and possessions, Canada, and Puerto Rico.

12. **Carriers For Hire** -- "You" may accept bills of lading or shipping receipts issued by carriers for hire that limit their liability to less than the actual cash value of the covered property.

TRIP TRANSIT COVERAGE

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described herein subject to all the "terms" of the Trip Transit Coverage. This coverage is also subject to the "schedule of coverages" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "schedule of coverages".

Refer to Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks or bold type.

DEFINITIONS

1. The words "you" and "your" mean the persons or organizations named as the insured on the declarations.
2. The words "we", "us", and "our" mean the company providing this coverage.
3. "Aircraft" means any one aircraft, airplane, helicopter, dirigible, or any machine capable of flight.
4. "Carrier for hire" means any one vehicle, truck, trailer, semitrailer, or combination of these pulled by one power unit operated by a carrier for hire.
5. "Limit" means the amount of coverage that applies.

6. "Owned vehicle" means any one vehicle, truck, trailer, semitrailer, or combination of these pulled by one power unit owned by "you" or leased by "you" and that is operated by "you".
7. "Perishable stock" means property preserved and maintained under controlled conditions and susceptible to loss or damage if the controlled conditions change.
8. "Pollutant" means:
 - a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and
 - b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.
9. "Railroad car" means any one railroad car, boxcar, tank car, flat car, or similar rolling stock including any railroad car transporting property in or on one or more trucks, trailers, semitrailers, or other containers.
10. "Schedule of coverages" means:
 - a. all pages labeled schedule of coverages or schedules which pertain to this coverage; and
 - b. declarations or supplemental declarations which pertain to this coverage.
11. "Specified perils" means the perils of:
 - a. fire;
 - b. lightning; windstorm; hail;
 - c. collision, overturn, or derailment of a transporting conveyance;

- d. collapse of a bridge or culvert; and
 - e. theft.
12. "Spoilage" means any detrimental change in physical state of "perishable stock". Detrimental change includes, but is not limited to, thawing of frozen goods, warming of refrigerated goods, solidification of liquid material.
13. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.
14. "Train" means one or more railroad cars, boxcars, tank cars, flat cars, or similar rolling stock connected together and pulled by one or more locomotives.
15. "Transit" means the shipment of covered property that:
- a. begins at the point of shipment to a specific destination;
 - b. includes the ordinary reasonable and necessary stops, interruptions, delays, or transfers incidental to the route and method of shipment, including rest periods taken by the driver(s); and
 - c. ends upon acceptance of the goods by or on behalf of the consignee at the specified destination.

PROPERTY COVERED

"We" cover the following property unless the property is otherwise excluded or subject to limitations.

Property In Transit --

1. **Coverage** -- "We" cover direct physical loss caused by a covered peril to property described on the "schedule of coverages" while in due course of "transit" including loading and unloading.

2. Coverage Limitations --

- a. "We" only cover described property while in due course of "transit" when:
 - 1) a "limit" for one or more of the following modes of transportation is indicated on the "schedule of coverages":
 - a) Aircraft;
 - b) Owned Vehicle;
 - c) Carrier For Hire; or
 - d) Railroad; and
 - 2) a shipment is described on the "schedule of coverages".
- b. If property described on the "schedule of coverages" includes property of others, "we" only cover property of others to the extent of "your" legal liability for direct physical loss caused by a covered peril.
- c. "We" only cover loading and unloading if the described property is loaded from or unloaded onto a sidewalk, street, loading dock, or similar area that is adjacent to the indicated mode of transportation.

PROPERTY NOT COVERED

1. **Art, Antiques And Fur** -- "We" do not cover objects of art, antiques, or fur garments.
2. **Carrier For Hire** -- "We" do not cover property of others that "you" are responsible for as:
 - a. a carrier for hire; or
 - b. an arranger of transportation; this includes carloader, consolidator, broker, freight forwarder, or shipping association.
3. **Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.

4. **Exports And Imports** -- "We" do not cover exported or imported property:
 - a. that is covered under any ocean marine cargo policy that anyone has obtained to cover exports or imports; or
 - b. while on an ocean or air conveyance.
5. **Jewelry, Stones And Metals** -- "We" do not cover jewelry, precious or semi-precious stones, gold, silver, platinum, or other precious metals or alloys.
6. **Lease Agreement** -- "We" do not cover property for which "you" are contractually liable under a lease agreement with any transportation carrier.
7. **Live Animals** -- "We" do not cover animals including cattle or poultry unless death is caused or made necessary by a "specified peril".
8. **Mail** -- "We" do not cover mail shipments in the custody of the U.S. Postal Service.
9. **Money And Securities** -- "We" do not cover accounts, bills, currency, food stamps, or other evidences of debt, lottery tickets not held for sale, money, notes, or securities.
10. **Samples** -- "We" do not cover samples while in the custody of a sales representative.
11. **Storage** -- "We" do not cover property held in storage.

COVERAGE EXTENSIONS

Provisions That Apply To Coverage Extensions -- The following Coverage Extensions indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Coverage Extension, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, the coverages provided below are part of and not in addition to the applicable "limit" for coverage described under Property Covered.

The "limit" provided under a Coverage Extension cannot be combined or added to the "limit" for any other Coverage Extension or Supplemental Coverage including a Coverage Extension or Supplemental Coverage that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following coverage extensions are not subject to and not considered in applying coinsurance conditions.

1. **Consolidation And Packing** -- "We" cover loss caused by a covered peril to covered property while it is at the premises of others for the purpose of consolidation, packing, or packaging.
2. **Debris Removal** --
 - a. **Coverage** -- "We" pay the cost to remove the debris of covered property that is caused by a covered peril.
 - b. **We Do Not Cover** -- This coverage does not include costs to:
 - 1) extract "pollutants" from land or water; or
 - 2) remove, restore, or replace polluted land or water.

- c. **Limit** -- "We" do not pay any more under this coverage than 25% of the amount "we" pay for the direct physical loss. "We" will not pay more for loss to property and debris removal combined than the "limit" for the damaged property.
- d. **Additional Limit** -- "We" pay up to an additional \$5,000 for debris removal expense when the debris removal expense exceeds 25% of the amount "we" pay for direct physical loss or when the loss to property and debris removal combined exceeds the "limit" for the damaged property.
- e. **You Must Report Your Expenses** -- "We" do not pay any expenses unless they are reported to "us" in writing within 180 days from the date of direct physical loss to covered property.

3. **Emergency Removal** --

- a. **Coverage** -- "We" pay for any direct physical loss to covered property while it is being moved or being stored to prevent a loss caused by a covered peril.
- b. **Time Limitation** -- This coverage applies for up to 365 days after the property is first moved. Also, this coverage does not extend past the date on which this policy expires.

However, if no "limit" is indicated for a Supplemental Coverage, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, a "limit" for a Supplemental Coverage provided below is separate from, and not part of, the applicable "limit" for coverage described under Property Covered.

The "limit" available for coverage described under a Supplemental Coverage:

- a. is the only "limit" available for the described coverage; and
- b. is not the sum of the "limit" indicated for a Supplemental Coverage and the "limit" for coverage described under Property Covered.

The "limit" provided under a Supplemental Coverage cannot be combined or added to the "limit" for any other Supplemental Coverage or Coverage Extension including a Supplemental Coverage or Coverage Extension that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following supplemental coverages are not subject to and not considered in applying coinsurance conditions.

Pollutant Cleanup And Removal --

- 1. **Coverage** -- "We" pay "your" expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by a covered peril that occurs during the policy period.
- 2. **Time Limitation** -- The expenses to extract "pollutants" are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.

SUPPLEMENTAL COVERAGES

Provisions That Apply To Supplemental Coverages -- The following Supplemental Coverages indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

3. **We Do Not Cover** -- "We" do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants".

However, "we" pay the cost of testing which is necessary for the extraction of "pollutants" from land or water.

4. **Limit** -- The most "we" pay for each location is \$10,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12-month period of this policy.

PERILS COVERED

"We" cover risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

1. "We" do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.
- a. **Civil Authority** -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do cover loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

- b. **Nuclear Hazard** -- "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.
- c. **War And Military Action** -- "We" do not pay for loss caused by:
- 1) war, including undeclared war or civil war; or
 - 2) a warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
 - 3) insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

With regard to any action that comes within the "terms" of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War and Military Action Exclusion will apply in place of the Nuclear Hazard Exclusion.

2. "We" do not pay for loss or damage that is caused by or results from one or more of the following:
- a. **Contamination Or Deterioration** -- "We" do not pay for loss caused by contamination or deterioration including corrosion; decay; fungus; mildew; mold; rot; rust; or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.

But if contamination or deterioration results in a "specified peril", "we" do cover the loss or damage caused by that "specified peril".

- b. **Criminal, Fraudulent, Dishonest, Or Illegal Acts** -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another by:
- 1) "you";
 - 2) others who have an interest in the property;
 - 3) others to whom "you" entrust the property;
 - 4) "your" partners, officers, directors, trustees, joint venturers, or "your" members or managers if "you" are a limited liability company; or
 - 5) the employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- c. **Loss Of Use** -- "We" do not pay for loss caused by or resulting from loss of use, delay, or loss of market.
- d. **Missing Property** -- "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- e. **Pollutants** -- "We" do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants":
- 1) unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril"; or
 - 2) except as specifically provided under the Supplemental Coverages - Pollutant Cleanup and Removal.

"We" do cover any resulting loss caused by a "specified peril".

- f. **Spoilage** -- "We" do not pay for loss to "perishable stock" caused by "spoilage".
- g. **Temperature/Humidity** -- "We" do not pay for loss caused by humidity, dampness, dryness, or changes in or extremes of temperature.
- But if dryness, dampness, humidity, or changes in or extremes of temperature results in a "specified peril", "we" do cover the loss or damage caused by that "specified peril".
- h. **Voluntary Parting** -- "We" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.

"We" do cover loss to covered property caused by false bills of lading or shipping receipts that "you" accept in good faith.

- i. **Wear And Tear** -- "We" do not pay for loss caused by wear and tear, marring, or scratching.

But if wear and tear, marring, or scratching results in a "specified peril", "we" do cover the loss or damage caused by that "specified peril".

WHAT MUST BE DONE IN CASE OF LOSS

1. **Notice** -- In case of a loss, "you" must:
 - a. give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and
 - b. give notice to the police when the act that causes the loss is a crime.
2. **You Must Protect Property** -- "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss.
 - a. **Payment Of Reasonable Costs** -- "We" do pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. "You" must keep an accurate record of such costs. "Our" payment of reasonable costs does not increase the "limit".
 - b. **We Do Not Pay** -- "We" do not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against.
3. **Proof Of Loss** -- "You" must send "us", within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:
 - a. the time, place, and circumstances of the loss;
 - b. other policies of insurance that may cover the loss;
 - c. "your" interest and the interests of all others in the property involved, including all mortgages and liens;
 - d. changes in title of the covered property during the policy period; and
4. **Examination** -- "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.
5. **Records** -- "You" must produce records, including tax returns and bank microfilms of all canceled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.
6. **Damaged Property** -- "You" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.
7. **Volunteer Payments** -- "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
8. **Abandonment** -- "You" may not abandon the property to "us" without "our" written consent.
9. **Cooperation** -- "You" must cooperate with "us" in performing all acts required by this policy.

VALUATION

1. **Value Of Covered Property** -- The value of covered property is based on the following:
 - a. **Invoice** -- The value of covered property is based on the invoice amount plus accrued costs, pre-paid charges, and charges since shipment.

- b. **Actual Cash Value** -- In the absence of an invoice the value of covered property will be based on the actual cash value at the time of loss (with a deduction for depreciation).
- 2. **Pair Or Set** -- The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
- 3. **Loss To Parts** -- The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

HOW MUCH WE PAY

- 1. **Insurable Interest** -- "We" do not cover more than "your" insurable interest in any property.
- 2. **Deductible** -- "We" pay only that part of "your" loss over the deductible amount indicated on the "schedule of coverages" in any one occurrence.
- 3. **Loss Settlement Terms** -- Subject to paragraphs 1., 2., 4., and 5. under How Much We Pay:
 - a. **We Pay The Lesser Of** -- "We" pay the lesser of:
 - 1) the amount determined under Valuation;
 - 2) the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
 - 3) the "limit" that applies to the mode of transportation indicated on the "schedule of coverages".

- b. **Catastrophe Limit** -- In no event will "we" pay more than the catastrophe "limit" indicated on the "schedule of coverages" regardless if a loss involves:
 - 1) one or more modes of transportation; or
 - 2) any combination of modes of transportation.
- c. **When A Railroad Is Transporting A Trailer** -- When a railroad is transporting a truck, trailer, or semitrailer, the "limit" for "railroad car" applies. In no event will "we" combine the "limit" for "railroad car" with the "limit" for:
 - 1) "owned vehicle"; or
 - 2) "carrier for hire".

- 4. **Insurance Under More Than One Coverage** -- If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.
- 5. **Insurance Under More Than One Policy** --
 - a. **Proportional Share** -- "You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.
 - b. **Excess Amount** -- If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit".

LOSS PAYMENT

1. Loss Payment Options --

- a. **Our Options** -- In the event of loss covered by this coverage form, "we" have the following options:
 - 1) pay the value of the lost or damaged property;
 - 2) pay the cost of repairing or replacing the lost or damaged property;
 - 3) rebuild, repair, or replace the property with other property of equivalent kind and quality, to the extent practicable, within a reasonable time; or
 - 4) take all or any part of the property at the agreed or appraised value.
- b. **Notice Of Our Intent To Rebuild, Repair, Or Replace** -- "We" must give "you" notice of "our" intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

2. Your Losses --

- a. **Adjustment And Payment Of Loss** -- "We" adjust all losses with "you". Payment will be made to "you" unless another loss payee is named in the policy.
- b. **Conditions For Payment Of Loss** -- An insured loss will be payable 30 days after:
 - 1) a satisfactory proof of loss is received, and
 - 2) the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us".

3. Property Of Others --

- a. **Adjustment And Payment Of Loss To Property Of Others** -- Losses to property of others may be adjusted with and paid to:
 - 1) "you" on behalf of the owner; or
 - 2) the owner.
- b. **We Do Not Have To Pay You If We Pay The Owner** -- If "we" pay the owner, "we" do not have to pay "you". "We" may also choose to defend any suits brought by the owners at "our" expense.

OTHER CONDITIONS

1. **Appraisal** -- If "you" and "we" do not agree on the amount of the loss or the value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us".

2. **Benefit To Others** -- Insurance under this coverage shall not directly or indirectly benefit anyone having custody of "your" property.
3. **Conformity With Statute** -- When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
4. **Estates** -- This provision applies only if the insured is an individual.
 - a. **Your Death** -- On "your" death, "we" cover the following as an insured:
 - 1) the person who has custody of "your" property until a legal representative is qualified and appointed; or
 - 2) "your" legal representative.

This person or organization is an insured only with respect to property covered by this coverage.
 - b. **Policy Period Is Not Extended** -- This coverage does not extend past the policy period indicated on the declarations.
5. **Misrepresentation, Concealment, Or Fraud** -- This coverage is void as to "you" and any other insured if, before or after a loss:
 - a. "you" or any other insured have willfully concealed or misrepresented:

- 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
- 2) "your" interest herein; or

- b. there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.
6. **Policy Period** -- "We" pay for a covered loss that occurs during the policy period.
 7. **Recoveries** -- If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:
 - a. "you" must notify "us" promptly if "you" recover property or receive payment;
 - b. "we" must notify "you" promptly if "we" recover property or receive payment;
 - c. any recovery expenses incurred by either are reimbursed first;
 - d. "you" may keep the recovered property but "you" must refund to "us" the amount of the claim paid, or any lesser amount to which "we" agree; and
 - e. if the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be pro rated between "you" and "us" based on "our" respective interest in the loss.
 8. **Restoration Of Limits** -- A loss "we" pay under this coverage does not reduce the applicable "limits".
 9. **Subrogation** -- If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.

"You" may waive "your" right to recover from others in writing before a loss occurs.

10. **Suit Against Us** -- No one may bring a legal action against "us" under this coverage unless:

- a. all of the "terms" of this coverage have been complied with; and
- b. the suit has been brought within two years after "you" first have knowledge of the loss.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.

11. **Territorial Limits** -- "We" cover property while:

- a. at a location within; or
- b. in "transit" between or within

the United States of America, its territories and possessions, Canada, and Puerto Rico.

12. **Carriers For Hire** -- "You" may accept bills of lading or shipping receipts issued by carriers for hire that limit their liability to less than the actual cash value of the covered property.

IM 7252 06 04

SCHEDULE OF COVERAGES TRANSPORTATION COVERAGE

(The entries required to complete this schedule will be shown below or on the "schedule of coverages".)

COVERED PROPERTY

DESCRIBED PROPERTY

Catastrophe Limit -- The most "we" pay for loss in any one occurrence is: \$ _____

TRANSPORTATION LIMITS

Modes Of Transportation

Limit

Aircraft -- The most "we" pay for loss to covered property on any one "aircraft" is:
\$ _____

Owned Vehicle -- The most "we" pay for loss to covered property on any one "owned vehicle" is: \$ _____

Carrier For Hire -- The most "we" pay for loss to covered property on any one "carrier for hire" is: \$ _____

Railroad -- The most "we" pay for loss to covered property on any one "railroad car" is: \$ _____

The most "we" pay for loss to covered property on any one "train" is: \$ _____

TERMINAL LIMITS

Loc. No.	TERMINALS	Limit
_____	_____	\$ _____

_____	_____	\$ _____

_____	_____	\$ _____

Check if applicable:

[] Attach Additional Terminals Schedule to schedule more terminals

COVERAGE EXTENSIONS

Additional Debris Removal Expenses \$ _____
Emergency Removal _____ days

SUPPLEMENTAL COVERAGES

Pollutant Cleanup And Removal \$ _____
Property You Have Sold \$ _____
Rejected Shipments _____

SCHEDULE OF COVERAGES TRIP TRANSIT COVERAGE

(The entries required to complete this schedule
will be shown below or on the "schedule of coverages".)

COVERED SHIPMENT

DESCRIBED PROPERTY

Date of shipment: _____ until _____

Shipped from: _____

Shipped to: _____

Limit

Catastrophe Limit -- The most "we" pay for loss in any one occurrence is: \$ _____

Modes Of Transportation

Aircraft -- The most "we" pay for loss to covered property on any one "aircraft" is:
\$ _____

Owned Or Leased Vehicle -- The most "we" pay for loss to covered property on any one "owned or leased vehicle" is: \$ _____

Carrier For Hire -- The most "we" pay for loss to covered property on any one "carrier for hire" is: \$ _____

Railroad -- The most "we" pay for loss to covered property on any one "railroad car" is: \$ _____

The most "we" pay for loss to covered property on any one "train" is: \$ _____

REFRIGERATION BREAKDOWN ENDORSEMENT

(The entries required to complete this endorsement
will be shown below or on the "schedule of coverages".)

REFRIGERATION BREAKDOWN SCHEDULE

	Limit
Any One Conveyance Limit -- The most "we" pay for loss to "perishable stock" on any one conveyance is:	\$ _____
Catastrophe Limit -- The most "we" pay for loss to "perishable stock" in any one occurrence is:	\$ _____
Refrigeration Deductible -- "We" pay only that part of "your" loss over the deductible amount in any one occurrence:	\$ _____

SUPPLEMENTAL COVERAGES

Refrigeration Breakdown --

1. **Coverage** -- "We" cover direct physical loss to covered property consisting of "perishable stock" caused by "spoilage".
2. **Coverage Limitations** -- "We" only cover loss to "perishable stock" caused by "spoilage" when the refrigeration or heating unit of a vehicle transporting covered property has a sudden or accidental breakdown or malfunction.
3. **We Do Not Cover** -- "We" do not pay for loss caused by breakdown or malfunction:
 - a. that results from the failure to maintain adequate fuel levels for the refrigeration or heating unit; or
 - b. of a refrigeration or heating unit if "you" or a service representative do not inspect a vehicle's refrigeration or heating unit at least once each month.
4. **Coverage Condition** -- "You" must maintain a record of each inspection of a refrigeration or heating unit and retain the records of the inspection for at least one year. "You" must provide "us" with all records that relate to a loss and permit copies and abstracts to be made from them.

PERILS EXCLUDED

The exclusion for Spoilage still applies except to the extent that coverage is provided under this endorsement.

NAMED PERILS ENDORSEMENT

PERILS COVERED

The Perils Covered provision is deleted and replaced by the following:

"We" cover risks of direct physical loss caused by a "specified peril".

SCHEDULED VEHICLE ENDORSEMENT

(The entries required to complete this endorsement
will be shown below or on the "schedule of coverages".)

ADDITIONAL CONDITIONS

Scheduled Vehicles -- "We" only cover loss to covered property on or in an "owned vehicle" if the vehicle is described on the Vehicle Schedule. The most "we" pay for loss to covered property on or in an "owned vehicle" is the "limit" indicated on the schedule for the vehicle that is involved in the loss.

VEHICLE SCHEDULE

Vehicle No.	Vehicle Description	Limit
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

BACKHAUL COVERAGE

(The entries required to complete this endorsement
will be shown below or on the "schedule of coverages".)

BACKHAUL COVERAGE SCHEDULE

Described Property

	Limit
Any One Conveyance Limit -- The most "we" pay for loss to property of others on any one conveyance is:	\$ _____
Catastrophe Limit -- The most "we" pay for loss to property of others in any one occurrence is:	\$ _____
Backhaul Deductible -- "We" pay only that part of "your" loss over the deductible amount in any one occurrence:	\$ _____

SUPPLEMENTAL COVERAGES

Backhaul Operations --

1. **Coverage** -- "We" cover direct physical loss caused by a covered peril to property of others described on the Backhaul Schedule while in due course of transit and under "your" care, custody, and control including loading and unloading.
2. **Coverage Limitations** --
 - a. "We" only cover "your" legal liability for loss to property of others that "you" become legally obligated to pay as a common or contract carrier as a result of a bill of lading, contract of carriage, or shipping receipt issued by "you".
 - b. "We" only cover property of others while in due course of transit on or in an "owned vehicle".
 - c. "We" only cover loading and unloading if the property of others is loaded from or unloaded onto a sidewalk, street, loading dock, or similar area that is adjacent to an "owned vehicle".

3. **We Do Not Cover** -- "We" do not pay for costs, expenses, fees, fines, penalties, or damages resulting from "your" violation of any law or regulation relating to any delay in payment, denial, or settlement of any claim.

PROPERTY NOT COVERED

Exclusion 2., Carrier For Hire Under Property Not Covered is deleted and replaced by the following:

Arranger Of Transportation -- "We" do not cover property of others that "you" are responsible for as an arranger of transportation.

This includes carloader, consolidator, broker, freight forwarder, or shipping association.

ADDITIONAL TERMINALS SCHEDULE

(The entries required to complete this schedule will be shown below or on the "schedule of coverages".)

Loc. No.	Terminals	Limit
_____	_____ \$ _____	

_____	_____ \$ _____	

_____	_____ \$ _____	

_____	_____ \$ _____	

_____	_____ \$ _____	

_____	_____ \$ _____	

_____	_____ \$ _____	

IM 7266 04 04

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UNATTENDED VEHICLE EXCLUSION TRANSPORTATION COVERAGE

PERILS EXCLUDED

The following exclusion is added:

Theft From An Unattended Vehicle --

1. "We" do not pay for loss caused by or resulting from theft from an "owned vehicle" unless at the time of the loss:
 - a. "you" have assigned an employee to guard or otherwise watch over the "owned vehicle" and its contents; and
 - b. the employee is in or on the "owned vehicle" while the vehicle is in "transit" or the vehicle is at a "terminal" or other location for loading and unloading.

2. "We" do not pay for loss caused by or resulting from theft from a vehicle operated by a "carrier for hire" unless at the time of the loss:
 - a. the "carrier for hire" has assigned an employee or hired an owner-operator to guard or otherwise watch over the vehicle and its contents; and
 - b. the "carrier for hire's" employee or owner-operator is in or on the vehicle while the vehicle is in "transit" or the "carrier for hire's" vehicle is at a "terminal" or other location for loading and unloading.

THEFT LIMITATION TRANSPORTATION COVERAGE

(The entries required to complete this endorsement
will be shown below or on the "schedule of coverages".)

THEFT LIMITATION SCHEDULE

PERILS EXCLUDED

Theft -- Except as provided under Limited Theft Coverage, "we" do not pay for loss to covered property caused by or resulting from theft from:

1. an "owned vehicle" or a "carrier for hire's" vehicle;
2. an "aircraft" or "railroad car"; or
3. a "terminal".

SUPPLEMENTAL COVERAGES

Limited Theft Coverage --

1. **Coverage** -- "We" pay for direct physical loss caused by theft of property described in the Theft Limitation Schedule.

2. Coverage Limitation --

- a. **Vehicle, Aircraft, And Railcar Limitation** -- "We" only cover theft of described property that is on or in an "owned vehicle", a "carrier for hire's" vehicle, an "aircraft", or "railroad car" that is transporting the described property.
- b. **Terminal Limitation** -- "We" only cover theft of described property that is located at a "terminal" that:
 - 1) "you" own or operate; or
 - 2) is owned or operated by a "carrier for hire".

3. **Limit** -- The most "we" pay in any one occurrence for theft of property described in the Theft Limitation Schedule is:

\$ _____.

IM 7268 05 07

VEHICLE ALARM ENDORSEMENT

ADDITIONAL DEFINITIONS

Vehicle Alarm -- "Vehicle alarm" means an alarm on an "owned vehicle" that is transporting covered property.

ADDITIONAL CONDITIONS

Vehicle Alarm --

1. **Property In Transit** -- Except while the property is being loaded or unloaded, "you" are required to maintain a "vehicle alarm" on "owned vehicles" that transport covered property, and the "vehicle alarm" must always be activated while the covered property is in "transit".
2. **Property Being Loaded And Unloaded** -- While covered property is being loaded and unloaded, "you" must assign an employee to guard or otherwise watch over the property.

PERILS EXCLUDED

The following exclusion is added to Perils Excluded:

"We" do not pay for loss caused by theft from an "owned vehicle" if:

1. the "vehicle alarm" was not activated while the covered property was in "transit";
2. prior to the theft "you" failed to maintain in complete working order the "vehicle alarm"; or
3. the covered property is being loaded or unloaded and "you" do not assign an employee to guard or otherwise watch over the property.

IM 7271 05 07



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Schedule of Coverages – Motor Truck Cargo Coverage

COVERED PROPERTY

Described Property

COVERAGE LIMITS

Property In Vehicles

Limit

The most "we" pay for loss involving any one "vehicle" is: \$ _____

Catastrophe Limit

The most "we" pay for loss in any one occurrence is: \$ _____

DEDUCTIBLE

Limit

Motor Truck Cargo Deductible (per occurrence) \$ _____

REFRIGERATION BREAKDOWN COVERAGE

Property in Vehicle Coverage (check one)

Limit

Not Covered

Covered – The most "we" pay loss to "perishable stock" on any one "vehicle" is: \$ _____

Property in Terminal Coverage (check one)

Not Covered

Covered – The most "we" pay loss to "perishable stock" at any one "terminal" described on the "schedule of coverages" is: \$ _____

Catastrophe Limit --

The most "we" pay for loss to "perishable stock" in any one occurrence is: \$ _____

Refrigeration Deductible --

"We" pay only that part of "your" loss over the deductible amount in any one occurrence \$ _____

TERMINAL LIMITS

No	Terminals	Limit
_____	_____	_____
_____	_____	_____
_____	_____	_____

Additional Terminals Schedule attached if more than three (3) terminals scheduled.

REPORTING CONDITIONS

The Reporting Conditions do not apply.

Reporting Conditions are applicable as described below:

Reporting Period (check one)

Monthly Quarterly Annual

Additional Premium Due After Expiration -- When the premium for the coverage provided by this policy is based upon reports of value any additional premium owed to "us" is due on the due date that appears on the billing notice.

Adjustment Period (check one)

Monthly Quarterly Annual

Reports (check one)

Within 30 days after the end of each reporting period indicated above "you" will report to "us":

Gross Receipts Sales Mileage Units Other (specify) _____

Exposure Basis: _____

Rate: \$ _____

Premium: \$ _____

TRIA Premium: \$ _____

Estimated Annual Earned Premium: \$ _____

ENDORSEMENTS AND FORMS APPLICABLE TO THIS COVERAGE PART

Contingent Coverage



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**MOTOR TRUCK CARGO LIABILITY COVERAGE – REPORTING FORM
MOTOR TRUCK CARGO LIABILITY COVERAGE**

A. The following is added to the **Supplemental Coverages** section:

1. Property In Terminals --

a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to property of others described on the "schedule of coverages" while:

- 1) at a "terminal" location; and
- 2) in the care, custody, and control of a "subcontractor".

b. **Coverage Limitations** --

1) If coverage is indicated on the Contingent Coverage Schedule, "we" only cover property of others while:

- a) at a "terminal" location that is described on the "schedule of coverages" or within 100 feet of the described "terminal"; and
- b) at an unscheduled "terminal" location or within 100 feet of an unscheduled "terminal" location.

2) "We" only cover property of others:

- a) while the property is in due course of "transit"; and
- b) that "you" become legally obligated to pay as a broker, freight forwarder, or consolidator.

2. Property In Vehicles --

a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to property of others described on the "schedule of coverages" while:

- 1) in due course of "transit" including, loading and unloading, and
- 2) in the care, custody, and control of a "subcontractor".

b. **Coverage Limitations** --

1) "We" only cover property of others while in due course of "transit" on or in a "vehicle".

2) "We" only cover property of others that "you" become legally obligated to pay as a broker, freight forwarder, or consolidator.

3) "We" only cover loading and unloading if:

- a) the property of others is loaded from or onto a sidewalk, street, loading dock, or similar area that is adjacent to a "vehicle"; or

- b) property of others that is self propelled is driven by "your" driver or their helper within a one mile radius of "your" "vehicle".

3. Additional Coverage Limitations --

- a. "We" only cover "your" legal liability as a broker, freight forwarder, or consolidator if "you" are unable to collect the amount of the loss from the "subcontractor" or the insurer who is providing the "subcontractor" with a motor truck cargo legal liability insurance policy.

Your inability to collect the amount of the loss from the "subcontractor's" insurer must be as a result of:

- 1) the insurance policy being canceled or non-renewed without "your" knowledge;
- 2) the insurance limits are insufficient to cover the total loss; or
- 3) the loss is excluded under the terms of the insurance policy.

- b. "We" only cover "your" legal liability as a broker, freight forwarder, or consolidator if prior to a shipment by a "subcontractor" "you" have obtained evidence of in-force insurance from the "subcontractor".

The "subcontractor's" insurance policy must:

- 1) be for a motor truck cargo legal liability insurance policy; and
- 2) provide insurance limits that are equal to or greater than the "subcontractor's" legal liability under the bill of lading, contract of carriage, or shipping receipt.

B. The following is added to the **What Must Be Done In Case Of Loss section:**

Other "terms" relating to What Must Be Done In Case Of Loss also apply. These "terms" are described in the Motor Truck Cargo Legal Liability Coverage.

Recovery From Subcontractor -- In case of a loss, "you" must make every reasonable and proper effort to collect the amount of the loss from the "subcontractor" or insurer who is providing the "subcontractor" with a motor truck cargo legal liability insurance policy.

Every reasonable and proper effort means that "you" have complied with:

- 1. the requirements of the bill of lading or other shipping contract under which the covered property was being shipped; and
- 2. all of the requirements for the filing of claims against the "subcontractor" and/or the "subcontractor's" insurer.

C. The following is added to the **How Much We Pay section:**

Other "terms" relating to How Much We Pay also apply. These "terms" are described in the Motor Truck Cargo Liability Coverage.

Loss Settlement Terms -- "We" pay the lesser of:

- 1. the actual cash value at the time of the loss (with a deduction for depreciation);
- 2. the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
- 3. the applicable "limit" indicated on the Contingent Coverage Schedule.

D. The following additional definition is added to the **Definitions section:**

"Subcontractor" means a trucking company or trucker that "you" hire to transport property of others described on the "schedule of coverages".



ZURICH

Combined Deductible Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**BUSINESS AUTO COVERAGE FORM
MOTOR TRUCK CARGO LIABILITY COVERAGE – REPORTING FORM
MOTOR TRUCK CARGO LIABILITY COVERAGE
TRIP TRANSIT COVERAGE FORM
TRANSPORTATION COVERAGE FORM**

A. SECTION III - PHYSICAL DAMAGE COVERAGE D. Deductible of the Business Auto Coverage Form is amended to read:

D. Deductible

1. For each covered "auto", our obligation to

- a. pay for;
- b. repair;
- c. return; or
- d. replace

damage or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

2. For the purpose of determining the applicable deductible, the term covered "auto" shall apply

a. separately to each:

- (1) tractor;
- (2) truck;
- (3) semitrailer; or
- (4) trailer

when not attached to another at the time of the "loss"; and

b. inclusively to any combination of:

- (1) tractor;
- (2) truck;
- (3) semitrailer; or
- (4) trailer

when attached together by a coupling device at the time of the "loss".

- 3.** If differing deductibles apply to a combination, the following shall apply:
 - a.** if more than one “auto” of the combination is damaged or stolen, the greatest of the deductibles will apply; or
 - b.** if only one “auto” of the combination is damaged or stolen, the deductible scheduled for that individual “auto” will apply.
- B.** If any single “loss” or loss or damage gives rise to coverage under both the Business Auto Coverage Form and the applicable Commercial Inland Marine Coverage Form issued by us, only one deductible will apply to such “loss” or loss or damage. The applicable deductible for such “loss” or loss or damage shall be the greater of the deductibles under either the Business Auto Coverage Form or the applicable Commercial Inland Marine Coverage Form.
- C.** Nothing in this endorsement is intended, nor shall it be construed, to obligate or require us to pay “loss” or loss or damage under any coverage forms in any amount exceeding the available Limit of Liability under such coverage form.



ZURICH

Combined Deductible Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

- TRUCKERS COVERAGE FORM**
- MOTOR CARRIER COVERAGE FORM**
- MOTOR TRUCK CARGO LIABILITY COVERAGE – REPORTING FORM**
- MOTOR TRUCK CARGO LIABILITY COVERAGE**
- TRIP TRANSIT COVERAGE FORM**
- TRANSPORTATION COVERAGE FORM**

A. SECTION IV - PHYSICAL DAMAGE COVERAGE D. Deductible of the Truckers Coverage Form is amended to read:

D. Deductible

1. For each covered “auto”, our obligation to:

- a. pay for;
- b. repair;
- c. return; or
- d. replace

damage or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to “loss” caused by fire or lightning.

2. For the purpose of determining the applicable deductible, the term covered “auto” shall apply

a. separately to each:

- (1) tractor;
- (2) truck;
- (3) semitrailer; or
- (4) trailer

when not attached to another at the time of the “loss”; and

b. inclusively to any combination of:

- (1) tractor;
- (2) truck;
- (3) semitrailer; or
- (4) trailer

when attached together by a coupling device at the time of the “loss”.

- 3.** If differing deductibles apply to a combination, the following shall apply:
 - a.** if more than one “auto” of the combination is damaged or stolen, the greatest of the deductibles will apply; or
 - b.** if only one “auto” of the combination is damaged or stolen, the deductible scheduled for that individual “auto” will apply.
- B.** If any single “loss” or loss or damage gives rise to coverage under both the Truckers or Motor Carrier Coverage Form and the applicable Commercial Inland Marine Coverage Form issued by us, only one deductible will apply to such “loss” or loss or damage. The applicable deductible for such “loss” or loss or damage shall be the greater of the deductibles under either the Truckers or Motor Carrier Coverage Form or the applicable Commercial Inland Marine Coverage Form.
- C.** Nothing in this endorsement is intended, nor shall it be construed, to obligate or require us to pay “loss” or loss or damage under any coverage forms in any amount exceeding the available Limit of Liability under such coverage form.

Motor Truck Cargo Legal Liability – Reporting Form Changes



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

MOTOR TRUCK CARGO LEGAL LIABILITY COVERAGE – REPORTING FORM

A. Item 1.b. Coverage Limitations under **Property Covered** is replaced with the following:

b. Coverage Limitations –

- 1) “We” only cover property of others while in due course of “transit” on or in a “vehicle”.
- 2) “We” only cover loading and unloading if:
 - a) the property of others is loaded from or onto a sidewalk, street, loading dock, or similar area that is adjacent to a “vehicle”; or
 - b) property of others that is self propelled is driven by “your” driver or their helper within a one mile radius of “your” “vehicle”.

B. Paragraph 4. Live Animals under **Property Not Covered** is replaced by the following:

4. **Live Animals and Insects** – “We” do not cover animals including insects, cattle or poultry, unless death is caused or made necessary by a “specified peril”.

C. The following changes are made to Supplemental Coverages:

1. Item 6. **Off-board Electronics** is amended to include the following in the listing of what **We Do Not Cover**:
 - 4) Personal communication equipment such as cell phones, PDA’s and beepers.
2. Item 7. **On-Board Electronics** is amended to include the following in the listing of what **We Do Not Cover**:
 - 4) Personal communication equipment such as cell phones, PDA’s and beepers.
3. Item 8. **On-board Expendable Supplies** is deleted in its entirety.

D. The following change is made to Perils Excluded:

Subparagraph 4) “on-board expendable supplies” is deleted from paragraph 2.a. **Contamination Or Deterioration**, 2.d. **Mechanical Breakdown**, 2.e. **Missing Property** and 2.i. **Wear And Tear**.

E. Item 2. Equipment and Supplies under **Valuation** is deleted and replaced with the following:

2. **Equipment and Supplies** -- the value of moving equipment, “off-board electronic equipment”, and “on-board electronic equipment” will be based on the actual cash value at the time of loss (with a deduction for depreciation).

F. Paragraph 4. “On-Board Expendable supplies” is deleted from **Definitions**.

G. The following additional changes apply only with respect to property “you” own.

1. The section entitled **Coverage** is deleted in its entirety.

2. The section entitled **Property Covered** is replaced by the following:
Unless otherwise excluded or subject to limitations, “we” cover property “you” own while:
 1. In or on a “vehicle” “you” own, lease or hire on a permanent basis; or
 2. Being loaded or unloaded from a “vehicle” “you” own lease or hire on a permanent basis.
3. In the section entitled **Coverage Extensions**, item 2. **Defense Costs** is deleted and replaced by the following:
 2. **Emergency Removal** -
 - a. **Coverage** – “We” pay for any direct physical loss to “your” covered property while it is being moved or being stored to prevent a loss by a covered peril.
 - b. **Time Limitation** -- This coverage applies up to 365 days after the property is first moved. However, the coverage does not extend past the date on which this policy expires.
4. In the section entitled **Supplemental Coverages**, Item 3. **Freight Charges** and Item 5. **Newly Acquired Terminals** are deleted and replaced by the following:
 3. **Property You Have Sold** -
 - a. **Coverage** -- “We” pay for direct physical loss caused by a covered peril to covered property that “you” have sold and are shipping at the owner’s risk.
 - b. **Coverage Limitation** – “We” only cover property that “you” sold when the shipment has been rejected by the owner because:
 - 1) The property is damaged; and
 - 2) The owner of the property has refused to pay “you”.
 5. **Rejected Shipments** -
 - a. **Coverage** – “We” pay for direct physical loss caused by a covered peril to outgoing shipments of “your” covered property that have been rejected by the consignee, including shipments that are not deliverable.
 - b. **Coverage Limitation** – “We” only cover rejected shipments while the property is:
 - 1) In due course of “transit” back to “you”; or
 - 2) Awaiting return shipment to “you”.
 - c. **Time Limitation** -- This supplemental coverage will end ten days after the delivery has been attempted or made to the consignee unless the covered property is in due course of “transit” back to “you”.
5. In the section entitled **Perils Excluded**, the following is added to the list of causes of loss for which we will not pay:
 - j. **Temperature/Humidity** – “We do not pay for loss caused by humidity, dampness, dryness, or changes in or extremes of temperature.

But if humidity, dampness, dryness, or changes in or extremes of temperature results in a covered peril, “we” do cover the loss or damage caused by that covered peril.

ALL OTHER TERMS, CONDITIONS, PROVISIONS AND EXCLUSIONS OF THIS POLICY REMAIN THE SAME.

Motor Truck Cargo Legal Liability Changes



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

MOTOR TRUCK CARGO LEGAL LIABILITY COVERAGE

A. Item 1.b. Coverage Limitations under **Property Covered** is replaced with the following:

b. Coverage Limitations –

- 1) "We" only cover property of others while in due course of "transit" on or in a "vehicle".
- 2) "We" only cover loading and unloading if:
 - a) the property of others is loaded from or onto a sidewalk, street, loading dock, or similar area that is adjacent to a "vehicle"; or
 - b) property of others that is self propelled is driven by "your" driver or their helper within a one mile radius of "your" "vehicle".

B. Paragraph 4. Live Animals under **Property Not Covered** is replaced by the following:

4. **Live Animals and Insects** – "We" do not cover animals including insects, cattle or poultry, unless death is caused or made necessary by a "specified peril".

C. The following is added under Coverage Extensions:

Fraud And Deceit --

1. **Coverage** -- "We" cover theft of covered property when "you", "your" agents, customers, or consignees are fraudulently induced to part with the covered property:
 - a) to persons who falsely represent themselves as the proper persons to receive the property;
 - b) by the acceptance of fraudulent bills of lading or shipping receipts; or
 - c) as a result of or directly related to the use of any electronic data processing hardware or software.
2. **Limit** -- The most "we" pay in any one occurrence for theft of covered property under this Coverage Extension is \$1,000.

D. All provisions under Supplemental Coverages are deleted and replaced with the following:

Provisions That Apply To Supplemental Coverages -- The following Supplemental Coverages indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Supplemental Coverage within this coverage form, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, a "limit" for a Supplemental Coverage provided below is separate from, and not part of, the applicable "limit" for coverage described under Property Covered.

The "limit" available for coverage described under a Supplemental Coverage:

- a. is the only "limit" available for the described coverage; and

- b. is not the sum of the "limit" indicated for a Supplemental Coverage and the "limit" for coverage described under Property Covered.

The "limit" provided under a Supplemental Coverage cannot be combined or added to the "limit" for any other Supplemental Coverage or Coverage Extension including a Supplemental Coverage or Coverage Extension that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following supplemental coverages are not subject to and not considered in applying coinsurance conditions.

1. **Contract Penalty --**

- a. **Coverage** -- "We" pay for the cost of contractual penalties that "you" are assessed or are required to pay as a result of "your" failure or inability to deliver covered property according to the "terms" of the bill of lading, contract of carriage, or shipping receipt.
- b. **Coverage Limitation** -- "We" only pay for the cost of contractual penalties that "you" are assessed or are required to pay when "your" failure or inability to deliver covered property according to "terms" results from a direct physical loss caused by a covered peril to such covered property.
- c. **Limit** -- The most "we" pay in any one occurrence for all contractual penalties is \$5,000.

The most "we" pay for all contractual penalties during each separate 12-month period of this policy is \$50,000.

2. **Expediting Expenses --**

- a. **Coverage** -- "We" pay for "your" expenses to expedite:

- 1) repair of a "vehicle" that is transporting covered property; or
- 2) delivery of covered property by alternate means of transportation.

Expediting expenses include, but are not limited to, additional labor or overtime costs, additional fuel costs, and freight charges.

- b. **Coverage Limitation** --

- 1) "We" only pay for "your" expediting expenses when a transporting "vehicle" cannot deliver covered property due to loss or damage to the "vehicle" caused by a covered peril.
- 2) "We" only pay for the reasonable expediting expenses that are necessary for the timely delivery of covered property.

- c. **Limit** -- The most "we" pay in any one occurrence for all expediting expenses is \$5,000.

3. **Freight Charges --**

- a. **Coverage** -- "We" pay freight charges that are due "you" and that become uncollectible as a direct result of a covered loss to covered property.
- b. **Limit** -- The most "we" pay in any one occurrence for all freight charges is \$5,000.

4. **Moving Equipment --**

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to moving equipment used by "you" in the handling and shipping of covered property.

Moving equipment includes but is not limited to tarps, chains, binders, pads, covers, dollies, pallets, packing materials, hand trucks, and other similar equipment.

- b. **Moving Equipment Does Not Include** -- Moving equipment does not include "vehicles", "trailers", or other conveyances.
- c. **Limit** -- The most "we" pay in any one occurrence for loss to "your" moving equipment is \$5,000.

5. Newly Acquired Terminals

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to covered property at a "terminal" that "you" acquire during the policy period.
- b. **Coverage Limitation** -- "We" only cover a "terminal" that "you" acquire when a "terminal" location is or "terminal" locations are described on the "schedule of coverages".
- c. **Time Limitation** -- This coverage applies for up to 60 days from the date "you" acquire the "terminal" or until "you" report the acquired "terminal" to "us", whichever occurs first.
However, this coverage does not go beyond the end of the policy period.
- d. **Limit** -- The most "we" pay in any one occurrence for covered property at a "terminal" that "you" acquire is \$100,000.
- e. **Additional Premium** -- "You" must pay any additional premium due from the date "you" acquire the "terminal".

6. Off-Board Electronics --

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to "your" "off-board electronic equipment" and similar property of others that is in "your" care, custody, or control.
- b. **Coverage Limitation** -- "We" only cover "off-board electronic equipment" and similar property of others while at a premises that "you" own or operate, including in "transit" between premises that "you" own or operate.
- c. **We Do Not Cover** -- "We" do not provide coverage under this Supplemental Coverage for:
 - 1) equipment described under On-Board Electronics;
 - 2) audio or video equipment designed solely for entertainment; or
 - 3) equipment of others being shipped by "you" under a bill of lading, contract of carriage, or shipping receipt.
 - 4) personal communication equipment such as cell phones, PDA's and beepers.
- d. **Limit** -- The most "we" pay in any one occurrence for "off-board electronic equipment" is \$5,000.
However, if the Electronic Equipment Schedule is attached to the policy, then the "limits" and deductible shown on it will apply instead of the "limit" shown above.

7. On-Board Electronics --

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to "your" "on-board electronic equipment" and similar property of others that is in "your" care, custody, or control.
- b. **Coverage Limitation** -- "We" only cover "on-board electronic equipment" and similar property of others while in "vehicles" that transport covered property.
- c. **We Do Not Cover** -- "We" do not provide coverage under this Supplemental Coverage for:
 - 1) equipment described under Off-Board Electronics;
 - 2) audio or video equipment designed solely for entertainment; or
 - 3) equipment of others being shipped by "you" under a bill of lading, contract of carriage, or shipping receipt.
 - 4) personal communication equipment such as cell phones, PDA's and beepers.
- d. **Limit** -- The most "we" pay in any one occurrence for "on-board electronic equipment" is \$5,000.
However, if the Electronic Equipment Schedule is attached to the policy, then the "limits" and deductible shown on it will apply instead of the "limit" shown above.

8. **Pollutant Cleanup And Removal --**

- a. **Coverage** -- "We" pay "your" expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by a covered peril that occurs during the policy period.
- b. **Time Limitation** -- The expenses to extract "pollutants" are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.
- c. **We Do Not Cover** -- "We" do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants".

However, "we" pay the cost of testing which is necessary for the extraction of "pollutants" from land or water.

- d. **Limit** -- The most "we" pay for each location is \$10,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12-month period of this policy.

9. **Rewards --**

- a. **Coverage** -- "We" pay a reward for information that leads to a conviction for:
 - 1) arson;
 - 2) theft; or
 - 3) vandalism.

The conviction must involve a covered loss caused by arson, theft, or vandalism.

- b. **Limit** -- The most "we" pay in any one occurrence for a reward for information is \$1,000.
- c. **Limit Is Not Increased By The Number Of Persons Providing Information** -- The amount "we" pay is not increased by the number of persons involved in providing the information.

E. Item 2. under **Perils Excluded** is deleted in its entirety and replaced with the following:

2. "We" do not pay for loss or damage that is caused by or results from one or more of the following:
 - a. **Contamination Or Deterioration** -- "We" do not pay for loss caused by contamination or deterioration including corrosion, decay, fungus, mildew, mold, rot, rust, or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.

This exclusion only applies to:

- 1) moving equipment;
- 2) "off-board electronic equipment"; and
- 3) "on-board electronic equipment",

all as described under Supplemental Coverages.

- b. **Criminal, Fraudulent, Dishonest, Or Illegal Acts** -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another by:
 - 1) "you";
 - 2) others who have an interest in the property;
 - 3) others to whom "you" entrust the property including but not limited to owner-operators "you" have hired;
 - 4) "your" partners, officers, directors, trustees, joint ventures, "your" members or managers if "you" are a limited liability company; or
 - 5) the employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

- c. **Loss Of Use** -- "We" do not pay for loss caused by or resulting from loss of use, delay, or loss of market.

- d. **Mechanical Breakdown** -- "We" do not pay for loss caused by any mechanical or electrical breakdown or malfunction.

This exclusion only applies to:

- 1) moving equipment;
- 2) "off-board electronic equipment"; and
- 3) "on-board electronic equipment".

all as described under Supplemental Coverages.

- e. **Missing Property** -- "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.

This exclusion only applies to:

- 1) moving equipment;
- 2) "off-board electronic equipment"; and
- 3) "on-board electronic equipment".

all as described under Supplemental Coverages.

- f. **Pollutants** -- "We" do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants":

- 1) unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril"; or
- 2) except as specifically provided under the **Supplemental Coverages - Pollutant Cleanup And Removal**.

"We" do cover any resulting loss caused by a "specified peril".

- g. **Spoilage** -- "We" do not pay for loss to "perishable stock" caused by "spoilage".

But if "spoilage" results in a "specified peril", "we" do cover the loss or damage caused by that "specified peril".

- h. **Voluntary Parting** -- Except as provided under **Coverage Extensions - Fraud And Deceit**, "we" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.

- i. **Wear And Tear** -- "We" do not pay for loss caused by wear and tear, marring, or scratching.

This exclusion only applies to:

- 1) moving equipment;
- 2) "off-board electronic equipment"; and
- 3) "on-board electronic equipment".

all as described under Supplemental Coverages.

F. The following is added under **Valuation**:

Equipment and Supplies – the value of moving equipment, "off-board electronic equipment", and "on-board electronic equipment" will be based on the actual cash value at the time of loss (with a deduction for depreciation).

G. Item 3. **Loss Settlement Terms** in the **How Much We Pay** section is replaced by the following:

3. **Loss settlement terms** -- Subject to paragraphs 1., 2., 4., and 5. under **How Much We Pay**:

- a. **We pay the lesser of** – "We" pay the lesser of:

- 1) the amount determined under valuation;

- 2) the cost to repair replace or rebuild the property with material of like kind and quality to the extent practicable; or
- 3) the "limit" for "vehicle" indicated on the "schedule of coverages".

b. **Catastrophe Limit** – In no event will "we" pay more than the catastrophe limit indicated on the "schedule of coverages" regardless if a loss involves more than one "vehicle".

H. The following terms are added to the **Definitions** section:

1. "Off-board electronic equipment" means electronic equipment, related software, antennas, and accessories that "you" use to:
 - a. communicate with "vehicles"; or
 - b. track "vehicles"

while the "vehicles" are on the road transporting covered property.

2. "On-board electronic equipment" means electronic equipment, related software, antennas, and accessories that are permanently installed in "vehicles" and used for:
 - a. communications;
 - b. monitoring:
 - 1) refrigeration or heating equipment; and
 - 2) a "vehicle's" mileage and speed;
 - c. determining the weight of the "vehicle";
 - d. tracking of the "vehicle"; or
 - e. navigation.

Equipment is considered permanently installed if the equipment is removable from a housing unit that is permanently installed in a "vehicle" and is designed to run by using electrical power from the "vehicle's" electrical system.

I. The following additional changes apply only with respect to property "you" own.

1. The section entitled **Coverage** is deleted in its entirety.
2. The section entitled **Property Covered** is replaced by the following:

Unless otherwise excluded or subject to limitations, "we" cover property "you" own while:

1. In or on a "vehicle" "you" own, lease or hire on a permanent basis; or
2. Being loaded or unloaded from a "vehicle" "you" own lease or hire on a permanent basis.

3. In the section entitled **Coverage Extensions**, item 2. **Defense Costs** is deleted and replaced by the following:

2. **Emergency Removal** -

- a. **Coverage** -- "We" pay for any direct physical loss to "your" covered property while it is being moved or being stored to prevent a loss by a covered peril.
- b. **Time Limitation** -- This coverage applies up to 365 days after the property is first moved. However, the coverage does not extend past the date on which this policy expires.

4. In the section entitled **Supplemental Coverages**, Item 1. **Freight Charges** and Item 2. **Newly Acquired Terminals** are deleted and replaced by the following:

1. **Property You Have Sold** -

- a. **Coverage** -- "We" pay for direct physical loss caused by a covered peril to covered property that "you" have sold and are shipping at the owner's risk.

- b. **Coverage Limitation** – “We” only cover property that “you” sold when the shipment has been rejected by the owner because:
 - 1) The property is damaged; and
 - 2) The owner of the property has refused to pay “you”.

2. **Rejected Shipments -**

- a. **Coverage** – “We” pay for direct physical loss caused by a covered peril to outgoing shipments of “your” covered property that have been rejected by the consignee, including shipments that are not deliverable.
- b. **Coverage Limitation** -- “We” only cover rejected shipments while the property is:
 - 1) In due course of “transit” back to “you”; or
 - 2) Awaiting return shipment to “you”.
- c. **Time Limitation** -- This supplemental coverage will end ten days after the delivery has been attempted or made to the consignee unless the covered property is in due course of “transit” back to “you”.

5. In the section entitled **Perils Excluded**, the following is added to the list of causes of loss for which we will not pay:

- j. **Temperature/Humidity** – “We do not pay for loss caused by humidity, dampness, dryness, or changes in or extremes of temperature.

But if humidity, dampness, dryness, or changes in or extremes of temperature results in a covered peril, “we” do cover the loss or damage caused by that covered peril.

ALL OTHER TERMS, CONDITIONS, PROVISIONS AND EXCLUSIONS OF THIS POLICY REMAIN THE SAME.

Tarpaulin Requirement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**MOTOR TRUCK CARGO LIABILITY COVERAGE – REPORTING FORM
MOTOR TRUCK CARGO LIABILITY COVERAGE**

The following condition is added to **Other Conditions**:

Tarpaulin Requirement

“You” will protect the covered property while in transit by completely enclosing it within the body of “your” truck or trailer. Any portion of the covered property not enclosed must be protected with a waterproof tarpaulin. If “you” do not protect the covered property as described, “we” will only pay for direct physical loss to the covered property caused by or resulting from the following causes:

1. Fire, lightning or explosion;
2. Windstorm;
3. Collision of the conveyance with any other vehicle or object;
4. Overturn of the conveyance;
5. Collapse of bridge, wharf, dock, platform or culvert;
6. Stranding, sinking, burning, or collision of any regular ferry, including general average and salvage charges;
7. Flood, meaning the rising of any natural body of water; or
8. Theft, excluding pilferage.

Limited Theft Coverage



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**MOTOR TRUCK CARGO LIABILITY COVERAGE – REPORTING FORM
MOTOR TRUCK CARGO LIABILITY COVERAGE**

THEFT LIMITATION SCHEDULE		
Described Property (☒)	Limit	Deductible
<input type="checkbox"/> Electronics	\$	\$
<input type="checkbox"/> Tobacco Products	\$	\$
<input type="checkbox"/> Liquor	\$	\$
<input type="checkbox"/> Other (describe below):	\$	\$

A. The following is added to **Supplemental Coverages**:

Limited Theft Coverage

1. **Coverage.** "We" pay for direct physical loss caused by theft of property of others described in the Theft Limitation Schedule.
2. **Coverage Limitation**
"We" only cover theft of property of others that is:
 - a. located at a "terminal" that "you" own or operate; or
 - b. on or in a "vehicle" that is transporting covered property.
3. **Limit.** The most "we" pay in any one occurrence for theft of property of others from a "vehicle" or "terminal" is the limit indicated in the Theft Limitation Schedule for the described property.
4. **Deductible.** "We" pay only that part of "your" loss over the deductible amount designated in the Theft Limitation Schedule in any one occurrence.

B. The following is added to **Perils Excluded** for Limited Theft coverage:

Theft. Except as provided under Limited Theft Coverage, "we" do not pay for loss to property of others caused by or resulting from theft from a "vehicle" or "terminal".

Trip Transit Coverage



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

Named Insured / Mailing Address:

Producer:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**MOTOR TRUCK CARGO LIABILITY COVERAGE – REPORTING FORM
MOTOR TRUCK CARGO LIABILITY COVERAGE**

SCHEDULE

COVERED SHIPMENT

Described Property

Limit \$ _____ **Deductible** \$ _____
Premium \$ _____
Date of Shipment: _____ **Until** _____
Shipped from: _____
Shipped to: _____

REFRIGERATION BREAKDOWN COVERAGE

Refrigeration Breakdown Deductible --	Limit
"We" pay only that part of "your" loss over the deductible amount in any one occurrence	\$ _____
Any One Conveyance Limit --	
The most "we" pay for loss to "perishable stock" on any one conveyance is:	\$ _____
Catastrophe Limit --	
The most "we" pay for loss to "perishable stock" in any one occurrence is:	\$ _____

Vehicle Description

The following is added to the **Coverage** section of the applicable Commercial Inland Marine Coverage form:

We will cover the described property during the shipment period shown in the Schedule.

ALL OTHER TERMS, CONDITIONS, PROVISIONS AND EXCLUSIONS OF THIS POLICY REMAIN THE SAME.

Refrigeration Breakdown Coverage Endorsement



Policy No.	Eff. Date of Pol.	Eff. Date of End.	Exp. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**MOTOR TRUCK CARGO LIABILITY COVERAGE – REPORTING FORM
MOTOR TRUCK CARGO LIABILITY COVERAGE**

The following provisions regarding Refrigeration Breakdown apply to the Covered Shipment described in the Trip Transit Coverage endorsement attached to the policy.

A. The following is added to Supplemental Coverages:

Refrigeration Breakdown

1. **Coverage** -- "We" cover direct physical loss to covered property consisting of "perishable stock" caused by "spoilage".
2. **Coverage Limitations** -- "We" only cover loss to "perishable stock" caused by "spoilage" when the refrigeration or heating unit of a vehicle transporting covered property has a sudden or accidental breakdown or malfunction.
3. **We Do Not Cover** -- "We" do not pay for loss caused by breakdown or malfunction:
 - a. that results from the failure to maintain adequate fuel levels for the refrigeration or heating unit; or
 - b. of a refrigeration or heating unit if "you" or a service representative do not inspect a vehicle's refrigeration or heating unit at least once each month.
4. **Coverage Condition** -- "You" must maintain a record of each inspection of a refrigeration or heating unit and retain the records of the inspection for at least one year. "You" must provide "us" with all records that relate to a loss and permit copies and abstracts to be made from them.

B. The following is added to Perils Excluded for Refrigeration Breakdown coverage:

The exclusion for Spoilage still applies except to the extent that coverage is provided under this endorsement.

Refrigeration Breakdown Coverage Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**TRIP TRANSIT COVERAGE
TRANSPORTATION COVERAGE**

A. The following is added to Supplemental Coverages:

Refrigeration Breakdown

1. **Coverage** -- "We" cover direct physical loss to covered property consisting of "perishable stock" caused by "spoilage".
2. **Coverage Limitations** -- "We" only cover loss to "perishable stock" caused by "spoilage" when the refrigeration or heating unit of a vehicle transporting covered property has a sudden or accidental breakdown or malfunction.
3. **We Do Not Cover** -- "We" do not pay for loss caused by breakdown or malfunction:
 - a. that results from the failure to maintain adequate fuel levels for the refrigeration or heating unit; or
 - b. of a refrigeration or heating unit if "you" or a service representative do not inspect a vehicle's refrigeration or heating unit at least once each month.
4. **Coverage Condition** -- "You" must maintain a record of each inspection of a refrigeration or heating unit and retain the records of the inspection for at least one year. "You" must provide "us" with all records that relate to a loss and permit copies and abstracts to be made from them.

B. The following is added to Perils Excluded for Refrigeration Breakdown coverage:

The exclusion for Spoilage still applies except to the extent that coverage is provided under this endorsement.

Transportation Coverage Changes



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

TRANSPORTATION COVERAGE FORM

A. Paragraph 1.b. Coverage Limitations under **Property Covered** is replaced by the following:

b. Coverage Limitations –

1) "We" only cover described property while:

- a) at a "terminal" location that is described on the "schedule of coverages" or within a one mile radius of "your" covered "vehicle" if such property is being driven or operated by "you" or anyone entrusted with covered property while such property is being loaded or unloaded; and
- b) the property is in due course of "transit".

B. Paragraph 7. Live Animals under **Property Not Covered** is replaced by the following:

- 7. **Live Animals and Insects** – "We" do not cover animals or insects, including cattle or poultry, unless death is caused or made necessary by a "specified peril".



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Limited Theft Coverage

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

TRANSPORTATION COVERAGE

THEFT LIMITATION SCHEDULE		
Described Property (☒)	Limit	Deductible
<input type="checkbox"/> Electronics	\$	\$
<input type="checkbox"/> Tobacco Products	\$	\$
<input type="checkbox"/> Liquor	\$	\$
<input type="checkbox"/> Other (describe below):	\$	\$

A. The following is added to **Supplemental Coverages**:

Limited Theft Coverage --

1. **Coverage** -- "We" pay for direct physical loss caused by theft of property described in the Theft Limitation Schedule.
2. **Coverage Limitation** --
 - a. **Vehicle, Aircraft, And Railcar Limitation** -- "We" only cover theft of described property that is on or in an "owned vehicle", a "carrier for hire's" vehicle, an "aircraft", or "railroad car" that is transporting the described property.
 - b. **Terminal Limitation** -- "We" only cover theft of described property that is located at a "terminal" that:
 - 1) "you" own or operate; or
 - 2) is owned or operated by a "carrier for hire".
3. **Limit** -- The most "we" pay in any one occurrence for theft of property described in the Theft Limitation Schedule is the limit indicated in the Theft Limitation Schedule for the described property.
4. **Deductible.** "We" pay only that part of "your" loss over the deductible amount designated in the Theft Limitation Schedule in any one occurrence.

B. The following is added to **Perils Excluded** for Limited Theft coverage:

Theft -- Except as provided under Limited Theft Coverage, "we" do not pay for loss to covered property caused by or resulting from theft from:

1. an "owned vehicle" or a "carrier for hire's" vehicle;
2. an "aircraft" or "railroad car"; or
3. a "terminal".

Trip Transit Coverage Changes



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

TRIP TRANSIT COVERAGE

Paragraph 7. **Live Animals** under **Property Not Covered** is replaced by the following:

7. **Live Animals and Insects** – "We" do not cover animals or insects, including cattle or poultry, unless death is caused or made necessary by a "specified peril".

Tarpaulin Requirement – Transportation Coverage



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**TRIP TRANSIT COVERAGE FORM
TRANSPORTATION COVERAGE FORM**

The following is added to **OTHER CONDITIONS**:

Tarpaulin Requirement

“You” will protect the covered property while in transit by completely enclosing it within the body of “your” truck or trailer. Any portion of the covered property not enclosed must be protected with a waterproof tarpaulin. If “you” do not protect the covered property as described, “we” will only pay for direct physical loss to the covered property caused by or resulting from the following causes:

1. Fire, lightning or explosion;
2. Windstorm;
3. Collision of the conveyance with any other vehicle or object;
4. Overturn of the conveyance;
5. Collapse of bridge, wharf, dock, platform or culvert;
6. Stranding, sinking, burning, or collision of any regular ferry, including general average and salvage charges;
7. Flood, meaning the rising of any natural body of water; or
8. Theft, excluding pilferage.

The Tarpaulin Requirement only applies to “owned vehicles”.



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Property Excluded - Transportation Coverage

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

TRANSPORTATION COVERAGE FORM

PROPERTY EXCLUDED SCHEDULE
Excluded Property (☒) <input type="checkbox"/> livestock or poultry <input type="checkbox"/> liquor <input type="checkbox"/> tobacco products <input type="checkbox"/> furs or fur trimmed garments <input type="checkbox"/> eggs <input type="checkbox"/> other _____

The following is added to **Property Not Covered**:

"We" do not cover the property described in the Property Excluded Schedule.



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Theft Exclusion - Transportation Coverage

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

TRANSPORTATION COVERAGE FORM

THEFT EXCLUSION SCHEDULE							
Excluded Property (☒)				Mode of Transportation (☒)			
<input type="checkbox"/> livestock or poultry	<input type="checkbox"/> Aircraft	<input type="checkbox"/> Owned Vehicle	<input type="checkbox"/> Carrier for Hire	<input type="checkbox"/> Railroad	<input type="checkbox"/> Aircraft	<input type="checkbox"/> Owned Vehicle	<input type="checkbox"/> Carrier for Hire
<input type="checkbox"/> liquor	<input type="checkbox"/> Aircraft	<input type="checkbox"/> Owned Vehicle	<input type="checkbox"/> Carrier for Hire	<input type="checkbox"/> Railroad	<input type="checkbox"/> Aircraft	<input type="checkbox"/> Owned Vehicle	<input type="checkbox"/> Carrier for Hire
<input type="checkbox"/> tobacco products	<input type="checkbox"/> Aircraft	<input type="checkbox"/> Owned Vehicle	<input type="checkbox"/> Carrier for Hire	<input type="checkbox"/> Railroad	<input type="checkbox"/> Aircraft	<input type="checkbox"/> Owned Vehicle	<input type="checkbox"/> Carrier for Hire
<input type="checkbox"/> furs or fur trimmed garments	<input type="checkbox"/> Aircraft	<input type="checkbox"/> Owned Vehicle	<input type="checkbox"/> Carrier for Hire	<input type="checkbox"/> Railroad	<input type="checkbox"/> Aircraft	<input type="checkbox"/> Owned Vehicle	<input type="checkbox"/> Carrier for Hire
<input type="checkbox"/> eggs	<input type="checkbox"/> Aircraft	<input type="checkbox"/> Owned Vehicle	<input type="checkbox"/> Carrier for Hire	<input type="checkbox"/> Railroad	<input type="checkbox"/> Aircraft	<input type="checkbox"/> Owned Vehicle	<input type="checkbox"/> Carrier for Hire
<input type="checkbox"/> other _____	<input type="checkbox"/> Aircraft	<input type="checkbox"/> Owned Vehicle	<input type="checkbox"/> Carrier for Hire	<input type="checkbox"/> Railroad	<input type="checkbox"/> Aircraft	<input type="checkbox"/> Owned Vehicle	<input type="checkbox"/> Carrier for Hire

The following is added to **Perils Excluded**:

Theft From A Terminal or Mode of Transportation -- "We" do not pay for loss to property of others described in the Theft Exclusion Schedule if the loss is caused by or results from theft from a "terminal" or the applicable Mode of Transportation indicated in the Theft Exclusion Schedule.

However, "we" do cover loss that occurs due to looting or pillaging at the time and place of a riot or civil commotion.

Schedule of Coverages – Transportation Coverage



COVERED SHIPMENT

Described Property

Catastrophe Limit

The most "we" pay for loss in any one occurrence is:

Limit

TRANSPORTATION LIMITS

Modes Of Transportation

Limit

Aircraft

The most "we" pay for loss to covered property on any one "aircraft" is:

\$

Owned Vehicle

The most "we" pay for loss to covered property on any one "owned vehicle" is:

\$

Carrier for Hire

The most "we" pay for loss to covered property on any one "carrier for hire" is:

\$

Railroad

The most "we" pay for loss to covered property on any one "railroad car" is:

\$

The most "we" pay for loss to covered property on any one "train" is:

\$

DEDUCTIBLE

Deductible Amount

\$

Limit

REFRIGERATION BREAKDOWN COVERAGE

Refrigeration Breakdown Deductible

"We" pay only that part of "your" loss over the deductible amount in any one occurrence

\$

Limit

Any One Conveyance Limit --

The most "we" pay for loss to "perishable stock" on any one conveyance is:

\$

Catastrophe Limit --

The most "we" pay for loss to "perishable stock" in any one occurrence is:

\$

TERMINAL LIMITS

No	Terminals	Limit
_____	_____	_____
_____	_____	_____
_____	_____	_____

Additional Terminals Schedule attached if more than three (3) terminals scheduled.

ENDORSEMENTS AND FORMS APPLICABLE TO THIS COVERAGE PART



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Schedule of Coverages – Trip Transit Coverage

COVERED SHIPMENT

Described Property

Date of Shipment: _____ Until _____

Shipped from: _____

Shipped to: _____

Catastrophe Limit **Limit**

The most "we" pay for loss in any one occurrence is: _____

MODES OF TRANSPORTATION

Aircraft **Limit**

The most "we" pay for loss to covered property on any one "aircraft" is: \$ _____

Owned Vehicle

The most "we" pay for loss to covered property on any one "owned vehicle" is: \$ _____

Carrier for Hire

The most "we" pay for loss to covered property on any one "carrier for hire" is: \$ _____

Railroad

The most "we" pay for loss to covered property on any one "railroad car" is: \$ _____

The most "we" pay for loss to covered property on any one "train" is: \$ _____

DEDUCTIBLE

Deductible Amount **Limit**

Deductible Amount \$ _____

REFRIGERATION BREAKDOWN COVERAGE

Refrigeration Breakdown Deductible -- **Limit**

"We" pay only that part of "your" loss over the deductible amount in any one occurrence \$ _____

Any One Conveyance Limit --

The most "we" pay for loss to "perishable stock" on any one conveyance is: \$ _____

Catastrophe Limit --

The most "we" pay for loss to "perishable stock" in any one occurrence is: \$ _____

ENDORSEMENTS AND FORMS APPLICABLE TO THIS COVERAGE PART



ZURICH

Commercial Inland Marine Declarations

Policy Number:

Renewal of Number:

This Insurance Is Provided By The Company Shown Below:

AGENT

NAMED INSURED:

MAILING ADDRESS:

POLICY PERIOD: FROM TO At 12:01 a.m. Standard Time At Your Mailing Address Shown Above

This coverage part is effective the inception date of the policy unless another date is indicated below (the following information is required only when this coverage part is issued subsequent to preparation of policy.)

EFFECTIVE DATE:

ADDITIONAL PREMIUM:

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Business Description:

Form of Business: Individual Partnership Joint Venture Corporation
 Other:

Premium for this Coverage Part(s) is Payable:

Forms applicable to the Commercial Inland Marine Coverage Part

COVERAGE	FORM NUMBER AND EDITION DATE	PREMIUM
----------	------------------------------	---------

Premium for Endorsements
Surcharge, Taxes, Fees
Terrorism

Estimated Total Advance Premium (Policy Period) \$

Additional endorsements applicable to the Commercial Inland Marine Coverage Part

Date of Issue: _____

Countersigned By _____
Authorized Representative

against the total developed exposure. If the earned premium is greater than the sum of the deposit premiums, the first Named Insured will pay us the excess; if less, we will return the unearned portion to the first Named Insured. However, the earned premium will not be less than the greater of 80% of the estimated annual premium, or the Minimum Premium shown in the Schedule.

2. For policies other than Annual Reporting, the deposit premium shown in the Schedule is due and payable on the first day of the policy period. The first Named Insured will pay, within 20 days following the mailing or delivery of the statement of audited premium for each audit period, the earned premium due.
3. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.
4. The first Named Insured must maintain records of the information we need for premium computation and send us copies at such times as we may request.
5. The units of exposure shown in the Schedule as used in this endorsement are defined as follows:
 - a. "auto" means the actual number of covered "autos" at policy inception date added to the actual number of covered "autos" at policy expiration date or termination date and the total divided by 2.
 - b. "auto – power units only" means the actual number of covered "autos – power units only" at policy inception date added to the actual number of covered "autos – power units only" at policy expiration date or termination date and the total divided by 2. It includes "autos" operated under its own power only.
 - c. "Gross receipts" means the total amount earned by the insured for shipping or transporting property. It includes:
 - 1) The total amount received from the rental of equipment with or without drivers, to any person or organization not engaged in the business of transporting property for hire by "auto", and
 - 2) .15 of the total amount received from the rental of equipment, with or without drivers, to any person or organization engaged in the business of transporting property for hire by "auto".
 - a) "Gross receipts" do not include:
 - (1) Amounts paid to air, sea or land carriers operating under their own permits.
 - (2) Taxes collected as a separate item and paid directly to the government.
 - (3) C.O.D. collections for cost of merchandise including collection fees.
 - (4) Warehouse storage charges.
 - (5) Advertising revenue.
 - b) These definitions apply whether shipment originates with the insured or some other carrier.
 - d. "Miles" means the total mileage driven during the policy period by all revenue producing "autos".
 - e. "Payroll" means total remuneration for all employees of the insured.
 - f. "Other" means the unit of exposure described in this endorsement.

AMENDATORY ENDORSEMENT ARKANSAS

1. Under Common Policy Conditions, Cancellation is deleted and replaced by the following:

Cancellation and Nonrenewal -- "You" may cancel this policy by returning the policy to "us" or by giving "us" a written notice and stating at what future date coverage is to stop.

"We" may cancel or not renew this policy, or one or more of its parts, by written notice sent to "you" and any lienholder or loss payee named in the policy at the last mailing addresses known to "us". If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

If this policy has been in effect less than 60 days, "we" may cancel for any reason. "We" will give notice at least ten days before the cancellation is effective.

After this policy has been in effect 60 days or more, or if it is a renewal of a policy issued by "us", "we" may cancel only on the anniversary date unless the cancellation is based upon at least one of the following reasons:

- a. nonpayment of premium;
- b. fraud or material misrepresentation made by "you" or with "your" knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- c. the occurrence of a material change in the risk which substantially increases any hazard insured against after the policy issuance;

- d. violation of any local fire, health, safety, building, or construction regulation or ordinances with respect to any insured property or the occupancy of the property, which substantially increases any hazard insured against under the policy;
- e. nonpayment of membership dues in those cases where "our" bylaws, agreements, or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
- f. a material violation of a material provision of the policy.

If "we" cancel this policy for nonpayment of premium, "we" will give notice at least ten days before the cancellation is effective and the notice will state the reason for cancellation. If this policy has been in effect for 60 days or more and "we" cancel for any other reason, "we" will give notice at least 20 days before the cancellation is effective.

If "we" decide not to renew this policy, "we" will give notice at least 60 days before the expiration date of the policy, or the anniversary date of a policy written for a term longer than one year or without a fixed expiration date.

"Your" return premium, if any, will be calculated on a pro rata basis and will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

2. Under Common Policy Conditions, the following condition is added:

Renewal -- If "we" elect to renew this policy with a premium increase equal to or greater than 25%, "we" will mail written notice of "our" intention to increase the premium by 25% or more to "your" agent at least 30 days prior to the effective date of the renewal and to "you" at least ten days prior to the effective date of the renewal.

3. Under Common Policy Conditions, the following condition is added:

Premium Payment -- If this policy has been issued for a period in excess of 12 months with the premium adjustable on an annual basis, "we" will give "you" and the agent of record written notice of the premium to be charged at least 30 days before the anniversary date. This provision applies only if "you" have given "us" the information necessary to calculate the premium.

AMENDATORY ENDORSEMENT ARKANSAS

1. Under Coverage Extensions, Defense Costs, if applicable, is amended to include the following:

The expenses "we" incur under Defense Costs will not reduce the applicable "limit" for coverage described under Property Covered.

2. Under What Must Be Done In Case Of Loss, Proof Of Loss is amended to include the following:

If "you" report a loss to "us", "we" will send "you" the necessary forms within 20 days after "you" first report the loss.

3. Under Other Conditions, Appraisal is amended to include the following:

This provision is non-binding on both parties and will apply only if "you" and "we" voluntarily agree to appraisal.

4. Under Other Conditions, Subrogation is amended to include the following:

If "you" assign to "us" the rights of recovery and "we" recover from another party, "we" will make "you" whole before recovering for "our" loss.

5. In all coverage forms except Cold Storage Locker Coverage, Motor Truck Cargo Legal Liability Coverage, and Warehouse Legal Liability Coverage, under Other Conditions, item b. of Suit Against Us is deleted and replaced by the following:

b. the suit is commenced within five years after the loss.

SERFF Tracking Number: *ZURC-125615905* *State:* *Arkansas*
First Filing Company: *American Zurich Insurance Company, ...* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *CW-IM-27199*
TOI: *09.0 Inland Marine* *Sub-TOI:* *09.0005 Other Commercial Inland Marine*
Product Name: *E to Z Cargo Form Filing*
Project Name/Number: */*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ZURC-125615905 State: Arkansas
First Filing Company: American Zurich Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: CW-IM-27199
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: E to Z Cargo Form Filing
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty
Review Status: Approved 05/08/2008

Comments:

Attachment:

CW-IM-27199 P&C Trans.pdf

Satisfied -Name: Filing Memorandum
Review Status: Approved 05/08/2008

Comments:

Attachment:

Explan Memo 041808.pdf

Satisfied -Name: Forms List
Review Status: Approved 05/08/2008

Comments:

Attachment:

AR AAIS forms list 040808.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only
	a. Date the filing is received:
	b. Analyst:
	c. Disposition:
	d. Date of disposition of the filing:
	e. Effective date of filing:
	New Business
	Renewal Business
	f. State Filing #:
	g. SERFF Filing #:
	h. Subject Codes

3. Group Name	Group NAIC #
Zurich North America	212

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
American Guarantee & Liability Insurance Co.	NY	26247	36-6071400	0212
American Zurich Insurance Company	IL	40142	36-3141762	0212
Zurich American Insurance Company of Illinois	IL	27855	36-2781080	0212
Zurich American Insurance Company	NY	16535	36-4233459	0212

5. Company Tracking Number	CW-IM-27199
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Roderick Veranga 1400 American Lane Schaumburg, IL 60196	Business Analyst	847-413-3054	847-605-7768	Roderick.veranga@zurichna.com
7. Signature of authorized filer					
8. Please print name of authorized filer			Roderick Veranga		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Commercial Inland Marine
10. Sub-Type of Insurance (Sub-TOI)	Commercial Inland Marine
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	0.9
12. Company Program Title (Marketing title)	E to Z Cargo Filing
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: August 1, 2008 Renewal: August 1, 2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	April 22, 2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	CW-IM-27199
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

Dear Property & Casualty Section:

In accordance with the filing requirements of your state, we have enclosed for your review and approval the appropriate filing memorandum, forms, and transmittals in support of our Commercial Inland Marine Motor Truck Cargo Liability Coverage.

The intent of filing motor truck cargo (MTC) forms is to provide coverage for a trucker's (common or contract carrier) liability for property of others (cargo) that the trucker is hauling.

We request an effective date of August 1, 2008.

Should you have any questions regarding this filing, please feel free to contact me.

Sincerely,



Roderick Veranga
Business Analyst
Regulatory Services
Phone: (847) 413-3054
Fax: (847) 605-7768
Email: roderick.veranga@zurichna.com

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: EFT
Amount: \$50

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

INTRODUCTION - MOTOR TRUCK CARGO LIABILITY COVERAGE **IM 7450 Motor Truck Cargo Legal Liability Reporting Form and IM 7451 Motor** **Truck Cargo Legal Liability Form**

Intent of Coverage

The intent of motor truck cargo (MTC) forms is to provide coverage for a trucker's (common or contract carrier) liability for property of others (cargo) that the trucker is hauling.

Coverage Parts

IM 7450 This coverage part provides broad coverage for MTC risks and is designed to cover all shipments of described cargo by truck. The form provides coverage for property at a scheduled terminal and includes several built-in additional coverages.

IM 7451 This coverage part provides limited coverage for MTC risks and is designed to cover all shipments of described cargo by truck. The form provides coverage for property at a scheduled terminal and includes some built-in additional coverages.

U-CIM-D-105 Schedule of Coverages -- The following described coverage forms require the use of the Schedule of Coverages. The Schedule of Coverages is designed to show the applicable coverage limits, sub-limits, deductible amount, reporting period (if applicable), and refrigeration breakdown limits.

U-CIM-D-103-A CW 1106 Commercial Inland Marine Declarations. This is a summary of the coverage and provides the company and insured specific information.

MOTOR TRUCK CARGO LIABILITY COVERAGE

IM 7450 Reporting Form and IM 7451 Scheduled Form

Key Definitions

Commentary Perishable Stock and Spoilage -- Perishable stock means property that must be preserved under controlled conditions; controlled conditions usually means regulated truck/room temperature. Spoilage means perishable stock that has been damaged due to heating, thawing, or freezing because the stock was not preserved under controlled conditions. In other words, stock became unusable or inedible because the truck/room temperature was allowed to become too hot or too cold. Spoilage is an exclusion under Perils Excluded.

Transit -- The term transit is defined in the MTC forms so that it is clear when the shipment of property begins and when the shipment ends. The shipment of property of others begins when the insured (the trucker) takes possession of the property that is being shipped. Transit includes any stops that are incidental to the shipment (e.g., meal and bathroom breaks). Transit ends once the shipment arrives at the destination and the property has been accepted by the consignee. The term transit is used in the Property Covered section of the MTC forms.

Coverage

Commentary

Unlike most other inland marine coverage forms, the MTC form has a Coverage section. The Coverage section states that property is only covered under the policy on a legal liability basis. Legal liability coverage means that the policy only provides coverage to the extent of the insured's legal responsibility for property being shipped and for the amount of liability for a loss.

Under the MTC form, the insured is a trucker who transports customers' property for compensation. As a trucker, the insured is responsible for loss to property of others while the property is in the care, custody, and control of the insured. Provisions in the United States Code address the liability of truckers and the insured's responsibility for

property that they are hauling. The amount of liability for a loss is also addressed in the insured's bill of lading. The United States Code and the bill of lading provide the legal framework to determine the insured's liability for property that is being transported by the insured.

Property Covered

Commentary

Covered property consists of personal property that an individual or company turns over to the insured for transportation by truck. Covered property must be described on the Schedule of Coverages.

Property On Vehicles -- The MTC forms provide coverage for property of others while the property is in transit on the insured's truck. Coverage begins when the property is picked up by the insured and ends when the insured delivers the property. Coverage also includes loading and unloading from the insured's truck.

Endorsements U-CIM-109-A MTC Changes – Reporting and U-CIM-110-A MTC Changes – Legal Liability amend IM 7450 and IM 7451 to extend loading and unloading coverage to property of others that is self propelled and is driven by the insured or the insured's helper within a one mile radius of the insured vehicle.

Vehicle coverage has a 72-hour time limitation after the property arrives at its destination. When a shipment arrives at its destination, the recipient of the property may not have room on a dock to unload the shipment or may not have room in a warehouse to store the property. When this happens, the property will be left on the truck/trailer until it can be unloaded. The time limitation means that the shipment must be unloaded within 72-hours.

Property In Terminals -- While property is being shipped, it may be necessary to temporarily store the shipment in a warehouse (terminal). For example, a trucker may pick up a shipment from a customer and then take it to a terminal where the shipment will be consolidated with shipments from other customers. Once the various shipments are consolidated, they will be loaded back onto a truck/trailer for shipment to another city.

The MTC forms provide coverage for shipments at a terminal (storage in transit) if the terminal location is described on the Schedule of Coverages. After the property arrives at the terminal, the coverage has a 30-day time limitation. The time limitation means that the shipment must be loaded onto a truck/trailer and continue in transit within 30 days.

Property Not Covered

- Art
- Contraband
- Jewelry, Stones, and Metals
- Live Animals
- Money and Securities
- Other Carriers
 - Property That Has Been Delivered
 - Property At A Terminal
- Storage
- Trailer, Container, Or Conveyance

Commentary Excluded Property -- The following types of property are excluded under the MTC coverage forms: art; jewelry, stones, and metals; live animals; and money and securities.

Endorsements U-CIM-109-A MTC Changes – Reporting and U-CIM-110-A MTC Changes – Legal Liability amend IM 7450 and IM 7451 amend Live Animals to include

insects.

Storage -- Coverage is not provided for property in storage unless storage is considered to be storage-in-transit and the storage-in-transit is declared on the bill of lading. If property of others is in storage and is not storage-in-transit, it should be covered under a warehouse liability coverage form.

Coverage Extensions

Commentary

The limit provided under a coverage extension is part of and not in addition to the limit provided under Property Covered. Also, the limit for a coverage extension cannot be combined with the limit for another coverage extension or a supplemental coverage. The limit for a coverage extension can be changed by indicating a different limit in the Schedule of Coverages.

The following is a description of each Coverage Extension:

Debris Removal -- Coverage for debris removal is limited to 25% of the amount paid for a loss. An additional limit of \$10,000 is available when the expense exceeds 25% of the paid amount or when the combined loss to property and debris removal expense exceeds the limit for the damaged property.

Fraud and Deceit -- Coverage is provided up to \$1,000 for theft of covered property as a result of fraud.

U-CIM-110-A MTC Changes – Legal Liability amends IM 7451 to provide this coverage extension.

Defense Costs -- The MTC forms provide coverage for a trucker's liability for property of others in transit. Because of the liability exposure, defense costs are included in MTC forms. Under defense costs, the insurer has the option to defend any suit brought against the insured. A defense does not have to be provided once the limit is paid as a result of judgment or settlement. Covered expenses relating to a suit that the insurer is defending are listed under defense costs.

Supplemental Coverages

Commentary

The limit provided under a supplemental coverage is separate from, and not part of, the limit provided under Property Covered. Also, the limit for a supplemental coverage cannot be combined with the limit for a coverage extension or another supplemental coverage. The limit for a supplemental coverage can be changed by indicating a different limit on the Schedule of Coverages.

The following is a description of each Supplemental Coverage provided under IM 7450 and IM 7451:

Pollutant Cleanup and Removal -- Coverage is provided up to \$10,000 for the expense to extract pollutants from land or water; the limit is an aggregate limit.

Freight Charges -- If there is loss or damage to cargo, it will be difficult for a carrier to go back to the shipper and ask for payment. Freight charge coverage will reimburse truckers for charges they can not collect due to a covered loss. A limit of \$5,000 is provided.

Endorsement U-CIM-110-A amends IM 7451 to increase the limit.

Newly Acquired Terminals -- Coverage is provided for covered property at a terminal that the insured acquires during the policy period. The insured must report the newly acquired warehouse within 60 days. A limit of \$100,000 is provided.

Endorsement U-CIM-110-A amends IM 7451 to increase the limit.

Contract Penalty -- Coverage is provided up to \$5,000 in any one loss and \$50,000 annual aggregate for the cost of contractual penalties that the insured has to pay as a result of a delay in the delivery of a shipment. The delay must be the result of a loss by a covered peril.

Endorsement U-CIM-110-A amends IM 7451 to add this coverage.

Expediting Expenses -- Coverage is provided up to \$5,000 for additional expenses that are necessary to complete delivery of a shipment on time after a loss by a covered peril has occurred. Additional expenses include overtime, transportation costs, storage fees, and equipment rentals.

Endorsement U-CIM-110-A amends IM 7451 to add this coverage.

Moving Equipment -- Coverage is provided up to \$5,000 for equipment that is used in the transportation of a shipment. Moving equipment includes items used to protect and secure a shipment such as tarps, pallets and pads. Moving equipment also includes equipment used to load and unload a shipment such as hand trucks and small fork lifts that are mounted and hauled on a flat bed trailer.

Endorsement U-CIM-110-A amends IM 7451 to add this coverage.

Off-Board Electronics -- Coverage is provided up to \$5,000 for off-board electronic equipment that the insured uses to communicate with vehicles (e.g., CB-radios) or to keep track of the location of vehicles.

Endorsements U-CIM-109-A MTC Changes – Reporting and U-CIM-110-A MTC Changes – Legal Liability amend IM 7450 and IM 7451 add another subparagraph to the We Do Not Cover section that includes: personal communication equipment such as cellphones, PDA's and beepers.

On-Board Electronics -- Coverage is provided up to \$5,000 for on-board electronic equipment that are permanently installed in the insured's vehicles. On-board electronic equipment includes equipment that the driver uses to communicate with the insured's office (e.g., CB-radios), monitor a vehicle's refrigeration equipment, and navigate. On-board electronic equipment also includes transponders installed in a vehicle so that the insured's office can know the location of the vehicle.

Endorsements U-CIM-109-A MTC Changes – Reporting and U-CIM-110-A MTC Changes – Legal Liability amend IM 7450 and IM 7451 add another subparagraph to the We Do Not Cover section that includes: personal communication equipment such as cellphones, PDA's and beepers.

On-Board Expendable Supplies (IM 7450 only) -- Endorsements U-CIM-109-A MTC Changes – Reporting amends IM 7450 to remove this supplemental coverage.

Rewards -- This coverage provides a reward limit of \$1,000 for information that leads to a conviction for a covered arson, theft, or vandalism loss.

Endorsement U-CIM-110-A amends IM 7451 to add this coverage.

Perils Covered

Commentary

IM 7450 and IM 7451 provide coverage on an open perils ("all-risk") basis.

Perils Excluded

Commentary

The first set of exclusions are Tier 1 (concurrent causation) exclusions; this means that a loss is excluded regardless of other causes that contribute to the loss.

The perils listed below are Tier 1 exclusions:

- Civil Authority
- Nuclear Hazard
- War And Military Action

Commentary

The second set of exclusions are Tier 2.

The peril of Voluntary Parting (*) is excluded, however, under IM 7450 and IM 7451 a sub-limit applies to this peril (Fraud And Deceit coverage). For this reason, the exclusion for this peril includes text that states Except as provided under Coverage Extensions... "we" do not pay for loss caused by... The perils listed below are Tier 2 exclusions:

- Criminal, Fraudulent, or Dishonest Act
- Loss of Use
- Pollutants
- Spoilage
- Voluntary Parting*
- Contamination or Deterioration
- Mechanical Breakdown (
- Missing Property
- Wear and Tear

Endorsement U-CIM-109-A MTC Changes – Reporting amends IM 7450 to remove reference to “on-board expendable supplies” since the supplemental coverage is not being provided.

Endorsement U-CIM-110-A MTC Legal Liability amends IM 7451 to include the perils of Contamination or Deterioration, Mechanical Breakdown, Missing Property, and Wear and Tear.

Valuation

Commentary

The valuation for property of others is on an actual cash value basis unless the insured's responsibility for property of others is less than the actual cash value. Under the terms of the insured's bill of lading, the insured's responsibility for property of others may be set at an amount below the property's actual cash value.

Commentary

Under IM 7450, the valuation for the insured's property is on an actual cash value basis. Property of the insured that is provided under Supplemental Coverages includes: moving equipment, off-board electronic equipment and on-board electronic equipment.

Endorsement U-CIM-109-A MTC Changes – Reporting amends IM 7450 to remove reference to “on-board expendable supplies” under Equipment and Supplies since the supplemental coverage is not being provided.

Endorsement U-CIM-110-A MTC Legal Liability amends IM 7451 to add the Equipment and Supplies valuation for moving equipment, on-board and off-board electronic equipment.

How Much We Pay

Commentary

The Loss Settlement Terms under the MTC forms includes additional provisions that address the catastrophe limit and a loss that involves a vehicle at a terminal. The catastrophe limit is the most that will be paid regardless if a loss involves one or more vehicles, one or more terminals, or any combination of vehicles and terminals. If a

vehicle is parked at a terminal, the terminal limit will apply in the event of a loss. The vehicle and terminal limits cannot be combined.

Endorsement U-CIM-110-A MTC Legal Liability amends IM 7451 to provide the same Loss Settlement terms as IM 7450.

Reporting Conditions

Commentary

IM 7450 has built-in flexible reporting conditions that can be used to determine the premium based on the insured's trucking operations. The reporting conditions allow an insured to report either earned receipts, total sales, or mileage per vehicle. At the end of the Reporting Period, the insured is required to submit a report of receipts earned, sales made, or miles driven during the reporting period. The earned premium will be determined by multiplying the receipts/sales/miles by the applicable reporting rate (per \$100). The earned premium will be compared to the deposit premium to determine if an additional or return premium is due.

Other Conditions

Commentary

The insured is required to pay the insurer for any loss that is not covered under the policy and that the insurer is required to pay as a result of a cargo filing that is made on behalf of the insured.

Definitions

Commentary

Endorsement U-CIM-109-A MTC Changes – Reporting amends IM 7450 to remove the definition of “on-board expendable supplies” under since the supplemental coverage is not being provided.

Endorsement U-CIM-110-A MTC Legal Liability amends IM 7451 to add definitions for on-board and off-board electronic equipment.

ENDORSEMENTS AND FORMS

IM 7455 Schedule of Coverages - Reporting

This Schedule of Coverages is used with the Motor Truck Cargo Legal Liability Coverage - Reporting Form, IM 7450, to describe covered property, show limits and the deductible amount, and indicate applicable reporting conditions.

IM 7456 Schedule of Coverages

This Schedule of Coverages is used with the Motor Truck Cargo Legal Liability Coverage form, IM 7451, to describe covered property, show limits, and indicate the deductible amount.

IM 7461 Refrigeration Breakdown Coverage - Vehicles

This endorsement provides coverage for spoilage of perishable stock while the stock (property of others) is being shipped on the insured's vehicles. Coverage for spoilage of perishable stock is provided only if the spoilage results from the mechanical breakdown of a vehicle's refrigeration or heating unit. This endorsement contains separate limits and a separate deductible.

IM 7463 Reporting Conditions Endorsement

Puts the policy on a reporting basis.

IM 7465 Operating Territory

With this endorsement coverage is restricted to shipments that are made within a specified radius. The operating territory is based on the number of miles from a described city or town.

IM 7466 Property Excluded

This endorsement can be used to exclude coverage for specific commodities.

IM 7468 Contingent Coverage

Provides coverage for property of others in terminals and vehicles that is in the care, custody and control of a subcontractor.

IM 7469 Contingent Coverage Schedule - Motor Truck Cargo

This schedule is used with the Contingent Coverage endorsement, IM 7468, to indicate if property in scheduled or unscheduled terminals is covered or not covered, to show limits and the contingent coverage deductible.

IM 7470 Mobile Equipment Coverage

Provides coverage for direct physical loss caused by a covered peril to mobile equipment and similar property of others that is in your care, custody, or control.

IM 7471 Trailer Coverage

This endorsement can be used to provide coverage for non-owned trailers that the insured uses to haul covered property. Coverage can be provided for trailers that are in the insured's care, custody, and control under the terms of a Trailer Interchange Agreement and/or trailers that are in the insured's care, custody, and control and that are not part of a Trailer Interchange Agreement. Additional exclusions apply to trailers covered under this endorsement.

IM 7472 Trailer Schedule - Motor Truck Cargo

This schedule is used with the Trailer Coverage endorsement, IM 7471, to indicate trailer bailee coverage and/or trailer interchange coverage, show limits and the trailer deductible.

IM 7473 Additional Named Insured Endorsement

Coverage is extended under the Motor Truck Cargo Legal Liability Coverage to the additional named insured described in the Additional Named Insured Schedule.

IM 7474 Theft Exclusion - Motor Truck Cargo

Excludes coverage for loss to property of others described on the theft exclusion schedule if the loss is caused by or results from theft from a vehicle or terminal.

IM 7475 Theft Limitation

Provides coverage for direct physical loss caused by theft of property of others described in the theft limitation schedule and that is located at a covered terminal or in or on a vehicle that is transporting covered property. This endorsement also indicates a limit.

IM 7476 Unattended Vehicle Exclusion

Excludes coverage for loss caused by or resulting from theft from an unattended vehicle unless someone has been appointed or hired to watch over the unattended vehicle.

IM 7477 Electronic Equipment Endorsement

Provides coverage for direct physical loss caused by a covered peril to off-board electronic equipment used to communicate with vehicles or track vehicles and on-board electronic equipment used for communications and monitoring.

IM 7478 Electronic Equipment Schedule - Motor Truck Cargo

Summary: This schedule is used with the Electronic Equipment Endorsement, IM 7477, to indicate if off-board electronic or on-board electronics is covered, show limits and the electronic equipment deductible.

IM 7479 Parked Trailer Exclusion

Excludes coverage for property of others caused by theft from a trailer that has been parked and disconnected from its power unit. Coverage is provided for covered property caused by theft from a parked and disconnected trailer while at a terminal or location described on the schedule.

IM 7480 Cotton Exclusion

Excludes coverage for loss to cotton from fire if the cotton is in your care, custody and control within 72 hours after the ginning process.

IM 7481 Vehicle Alarm Endorsement

Requires that except while covered property is loaded or unloaded, an alarm on vehicles must be maintained and always be activated when property is in transit. While property is loaded or unloaded a designated employee or owner-operator must guard the property.

IM 7482 Reporting Schedule - Motor Truck Cargo

This schedule is used with the Reporting Conditions Endorsement, IM 7463, to indicate the type of reporting and adjustment periods, the report basis, and the reporting rate and premiums.

IM 7483 Personal Property Coverage

Provides coverage for business personal property and personal property of employees as indicated on the personal property schedule and while on or in a vehicle operated by the insured and while the covered property is in transit.

IM 7484 Additional Terminals Schedule - Motor Truck Cargo

This schedule is used with the Schedules of Coverages, IM 7455 and IM 7456, to allow additional terminals to be listed.

IM 7485 Refrigeration Breakdown Coverage - Vehicles and Terminal

This endorsement provides coverage for spoilage of perishable stock (property of others). Coverage is provided while the perishable stock is being shipped on the insured's vehicles or at a scheduled terminal. While on a vehicle, spoilage coverage is provided only if the spoilage results from the mechanical breakdown of a vehicle's refrigeration or heating unit. While in a terminal, spoilage coverage is provided only if the spoilage results from the mechanical breakdown of the terminal's refrigeration equipment, an error in maintaining the temperature of a cold storage room, or the incorrect usage of refrigeration equipment. This endorsement contains separate limits and a separate deductible.

IM 7486 Refrigeration Breakdown Schedule - Motor Truck Cargo

This schedule is used with the Refrigeration Breakdown Coverage – Vehicles endorsement, IM 7461, and the Refrigeration Breakdown Coverage - Vehicles and Terminals endorsement, IM 7485, to indicate whether there is property in terminal coverage and/or property in vehicle coverage, show limits and the refrigeration deductible.

IM 7487 Flood and Earth Movement Exclusion

Adds exclusions for loss caused by earth movement, volcanic eruption, and flood to covered property while at a terminal location.

IM 7488 Named Perils Endorsement

This endorsement restricts the perils covered to named perils.

U-CIM-107-A Contingent Coverage

This endorsement is optional and based on IM 7468 to amend IM 7450 and IM 7451 to provide Contingent Coverage. We have extended loading and unloading coverage to property of others that is self propelled and is driven by the insured or the insured's helper within a one mile radius of the insured vehicle.

U-CL-158-A and U-CL-159-A Combined Deductible Endorsements

This endorsement is optional for IM 7450 and IM 7451. When an insured purchases a commercial auto policy and a motor truck cargo policy, they have the option to select this endorsement. It applies either the cargo or commercial auto deductible, whichever is higher, to the loss.

U-CIM-109-A Motor Truck Cargo Legal Liability – Reporting Form Changes

This is a mandatory endorsement for IM 7450. It amends the coverage form as previously described. In addition, we have added provisions to cover property owned by the insured.

U-CIM-110-A Motor Truck Cargo Legal Liability Changes

This is a mandatory endorsement for IM 7451. It amends the coverage form to add and exclude coverages, limits, and perils so that it contains the same coverages and exclusions as provided in IM 7450. We want an insured to have the same level of coverage regardless of whether they have a Scheduled policy or a Reporting policy. . In addition, we have added provisions to cover property owned by the insured.

U-CIM-115-A Tarpaulin Requirement

This endorsement is mandatory. It adds a Tarpaulin Requirement to the Other Conditions section of IM 7450 and IM 7451. It requires the insured to protect all covered property while in transit. If it is not protected then coverage is limited to specific perils.

U-CIM-116-A Limited Theft Coverage

This endorsement is optional and based on IM 7475 to amend IM 7450 and IM 7451 to provide limited theft coverage. We have modified the Schedule to list certain commodities for which we commonly provide this coverage. We have also left a blank area for other commodities to be added as necessary for the particular risk.

U-CIM-120-A Trip Transit Coverage Endorsement

This endorsement is optional and amends IM 7450 and IM 7451 to provide coverage for a specific shipment by the insured. The insured has the option to purchase Refrigeration Breakdown Coverage on the shipment.

U-CIM-D-105-A Schedule of Coverages

The Schedule of Coverages is designed to show the applicable coverage limits, sub-limits, deductible amount, reporting period (if applicable), and refrigeration breakdown limits. It will be used with both IM 7450 and IM 7451.

U-CIM-D-109-A Commercial Inland Marine – Vehicle Schedule

This form restricts coverage to those vehicles that have been specifically described on the endorsement.

U-CIM-128-A Refrigeration Breakdown Coverage

This endorsement is only used when Refrigeration Breakdown Coverage is selected on U-CIM-120 Trip Transit Coverage endorsement and Refrigeration Breakdown Coverage is not already purchased at the policy level. This endorsement provides coverage for spoilage of perishable stock while the stock is being shipped. Coverage for spoilage of perishable stock is provided only if the spoilage results from the mechanical breakdown of a vehicle's refrigeration or heating unit. This endorsement contains separate limits and a separate deductible.

U-CIM-129-A CW (02/08) Premium and Reports Agreement Composite Rated Policies

This endorsement will be mandatory for Reporting policies. It provides the Premium Audit conditions.

INTRODUCTION - TRANSIT COVERAGE

IM 7250 Transportation Coverage and IM 7252 Trip Transit Coverage

Intent of Coverage

The intent of transit forms is to provide coverage for the insured's property while the property is being shipped. Coverage includes shipments to the insured and from the insured.

Coverage Parts

IM 7250 -- The transportation form is designed to cover all cargo shipments during the policy term (i.e. annual) using one or more of the following modes of transportation:

- common or contract carriers (i.e. truckers)
- railroads
- airlines -owned vehicles

IM 7252 -- The trip transit form is designed for a specifically scheduled shipment of cargo via carriers for hire or the insured's vehicles.

IM 7255 Schedule of Coverages – Transportation

This Schedule of Coverages is used with the Transportation Coverage form, IM 7250, to describe covered property in a terminal and in transit and indicate limits and deductible amount.

IM 7257 Schedule of Coverages – Trip Transit

This Schedule of Coverages is used with the Trip Transit Coverage form, IM 7252, to describe the covered property and the covered shipment and indicate the limits and deductible amount.

U-CIM-D-103-A CW 1106 Commercial Inland Marine Declarations. This is a summary of the coverage and provides the company and insured specific information.

IM 7250 TRANSPORTATION COVERAGE

Key Definitions

Commentary Perishable Stock and Spoilage -- Perishable stock means property that must be preserved under controlled conditions; controlled conditions usually means regulated truck/room temperature. Spoilage means perishable stock that has been damaged due to heating, thawing, or freezing because the stock was not preserved under controlled conditions. In other words, stock became unusable or inedible because the truck/room temperature was allowed to become too hot or too cold. Spoilage is an exclusion under Perils Excluded.

Transit -- The term transit is defined in the transit forms so that that it is clear when the shipment of property begins and when the shipment ends. The shipment of property begins at the point of shipment to a specific destination. Transit includes any stops that are incidental to the shipment (e.g., meal and bathroom breaks). Transit ends once the shipment arrives at the destination and the property has been accepted by the consignee. The term transit is used in the Property Covered section of the transit forms.

Property Covered

Commentary

Covered property consists of personal property that is described on the Schedule of Coverages and being shipped somewhere in the United States. Covered property can

be property of the insured that is being shipped to the insured's customer or to another of the insured's locations. Covered property can also be property of others that the insured is responsible for and that the insured is shipping. For example, the insured may be repairing a customer's machine and then shipping the item back to the customer.

Property In Transit - IM 7250 -- Under the Transportation Coverage form, coverage for personal property is provided if the property is being shipped by air, rail, or vehicles. Vehicle coverage can be for vehicles owned and operated by the insured or vehicles operated by an independent trucker (common carrier). Coverage also includes loading onto or unloading from a plane, railcar, or vehicle.

Endorsement U-CIM-117 Transportation Changes amends IM 7250 to extend loading and unloading coverage to property of others that is self propelled and is driven by the insured or the insured's helper within a one mile radius of the insured vehicle.

Property In Terminals -- While property is being shipped it may be necessary to temporarily store the shipment in a warehouse (terminal). For example, a trucker may pick up a shipment from the insured then take it to a terminal where the shipment will be consolidated with shipments from other customers. Once the various shipments are consolidated, they will be loaded back onto a truck/trailer for shipment to another city. IM 7250 provides coverage for shipments at a terminal (storage in transit) if the terminal location is described on the Schedule of Coverages.

Property Not Covered

- Art, Antiques and Fur
- Carrier For Hire
- Contraband
- Exports and Imports
- Jewelry, Stones and Metals
- Lease Agreement
- Live Animals
- Mail
- Money and Securities
- Samples
- Storage

Commentary Excluded Property -- The following types of property are excluded under the transit coverage forms: art, antiques, and fur; jewelry, stones, and metals; live animals; mail; and money and securities.

Endorsement U-CIM 117-A Transportation Changes amends IM 7250 to include insects.

Carrier For Hire -- This form was not designed to provide coverage for a risk that operates as a trucker, that is, someone whose business is hauling property of others. This exclusion also precludes coverage for any backhauling operations.

Coverage Extensions

Commentary

The limit provided under a coverage extension is part of and not in addition to the limit provided under Property Covered. Also, the limit for a coverage extension cannot be combined with the limit for another coverage extension or a supplemental coverage. The limit for a coverage extension can be changed by indicating a different limit in the Schedule of Coverages.

The following is a description of each Coverage Extension:

Debris Removal -- Coverage for debris removal is limited to 25% of the amount paid for a loss. An additional limit of \$5,000 is available when the expense exceeds 25% of

the paid amount or when the combined loss to property and debris removal expense exceeds the limit for the damaged property.

Emergency Removal -- This coverage extension provides coverage up to 365 days for covered property that is moved to prevent a loss.

Supplemental Coverages

Commentary

The limit provided under a supplemental coverage is separate from, and not part of, the limit provided under Property Covered. Also, the limit for a supplemental coverage cannot be combined with the limit for a coverage extension or another supplemental coverage. The limit for a supplemental coverage can be changed by indicating a different limit on the Schedule of Coverages.

The following is a description of each Supplemental Coverage:

Pollutant Cleanup and Removal -- Coverage is provided up to \$10,000 for the expense to extract pollutants from land or water; the limit is an aggregate limit.

Perils Covered

Commentary

IM 7250 provides coverage on an open perils ("all-risk") basis.

Perils Excluded

Commentary

The first set of exclusions are Tier 1 (concurrent causation) exclusions; this means that a loss is excluded regardless of other causes that contribute to the loss.

The perils listed below are Tier 1 exclusions:

- Civil Authority
- Nuclear Hazard
- War And Military Action

Commentary

The second set of exclusions are Tier 2.

The perils listed below are Tier 2 exclusions:

- Contamination or Deterioration
- Criminal, Fraudulent, or Dishonest Act
- Loss of Use
- Missing Property
- Pollutants
- Spoilage
- Temperature/Humidity
- Voluntary Parting
- Wear and Tear

Resultant Loss -- Some of the Tier 2 exclusions contain text that states if the excluded peril results in a covered peril, then the loss caused by the resultant covered peril will be covered. The following are the exclusions which cover resultant loss:

- Contamination or Deterioration
- Temperature/Humidity
- Wear and Tear

Valuation

Commentary IM 7250 -- Under IM 7250, the value of covered property is based on actual cash value unless a shipping document spells out a different value for the property.

How Much We Pay

Commentary IM 7250 -- Under IM 7250, the Loss Settlement Terms include additional provisions that address the catastrophe limit, a loss that involves a railcar and a vehicle, and a loss that involves a vehicle at a terminal. The catastrophe limit is the most that will be paid regardless if a loss involves one or more modes of transportation (i.e., track, rail, air), one or more terminals, or any combination of mode of transportation and terminals. If a railcar is transporting a vehicle (piggyback), the railcar limit will apply in the event of a loss. The railcar and vehicle limits cannot be combined. If a vehicle is parked at a terminal, the terminal limit will apply in the event of a loss. The vehicle and terminal limits cannot be combined.

IM 7252 Trip Transit Coverage

Key Definitions

Commentary Perishable Stock and Spoilage -- Perishable stock means property that must be preserved under controlled conditions; controlled conditions usually means regulated truck/room temperature. Spoilage means perishable stock that has been damaged due to heating, thawing, or freezing because the stock was not preserved under controlled conditions. In other words, stock became unusable or inedible because the truck/room temperature was allowed to become too hot or too cold. Spoilage is an exclusion under Perils Excluded.

Transit --Transit -- The term transit is defined in the transit forms so that that it is clear when the shipment of property begins and when the shipment ends. The shipment of property begins at the point of shipment to a specific destination. Transit includes any stops that are incidental to the shipment (e.g., meal and bathroom breaks). Transit ends once the shipment arrives at the destination and the property has been accepted by the consignee. The term transit is used in the Property Covered section of the Trip Transit Coverage form.

Property Covered Commentary

Covered property consists of personal property that is described on the Schedule of Coverages and being shipped somewhere in the United States. Covered property can be the property of the insured or property of others that the insured is responsible for. Coverage for personal property is provided if the property is being shipped by air, rail, or vehicles. Coverage also includes loading onto or unloading from a plane, railcar, or vehicle.

Described Shipment -- Under the Trip Transit Coverage form, coverage is only provided for a specific shipment and the shipment must be described on the Schedule of Coverages. The description must include the date when the shipment begins and the date when it ends. The description must also include the location where the shipment (trip) begins and the location where the shipment ends.

The Trip Transit form is generally used to provide coverage for a specific, large shipment of property. For example, IM 7252 would be used if an insured were relocating to another city. The move could involve the shipment of equipment and machinery, office furniture, and data processing equipment as well as stock.

Property Not Covered

-Art, Antiques and Fur

- Carrier For Hire
- Contraband
- Exports and Imports
- Jewelry, Stones and Metals
- Lease Agreement
- Live Animals
- Mail
- Money and Securities
- Samples
- Storage

Commentary Excluded Property -- The following types of property are excluded under the transit coverage forms: art, antiques, and fur; jewelry, stones, and metals; live animals; mail; and money and securities.

Endorsement U-CIM-119 Trip Transit Coverage Changes amends IM 7252 Live Animals to include insects.

Carrier For Hire -- This form was not designed to provide coverage for a risk that operates as a trucker, that is, someone whose business is hauling property of others.

Coverage Extensions

Commentary

The limit provided under a coverage extension is part of and not in addition to the limit provided under Property Covered. Also, the limit for a coverage extension cannot be combined with the limit for another coverage extension or a supplemental coverage. The limit for a coverage extension can be changed by indicating a different limit in the Schedule of Coverages.

The following is a description of each Coverage Extension:

Debris Removal -- Coverage for debris removal is limited to 25% of the amount paid for a loss. An additional limit of \$5,000 is available when the expense exceeds 25% of the paid amount or when the combined loss to property and debris removal expense exceeds the limit for the damaged property.

Emergency Removal -- This coverage extension provides coverage up to 365 days for covered property that is moved to prevent a loss.

Consolidation And Packing -- Coverage is provided for property that is at the premises of a contractor hired to pack and/or consolidate shipments.

Supplemental Coverages

Commentary

The limit provided under a supplemental coverage is separate from, and not part of, the limit provided under Property Covered. Also, the limit for a supplemental coverage cannot be combined with the limit for a coverage extension or another supplemental coverage. The limit for a supplemental coverage can be changed by indicating a different limit on the Schedule of Coverages.

The following is a description of the Supplemental Coverage:

Pollutant Cleanup and Removal -- Coverage is provided up to \$10,000 for the expense to extract pollutants from land or water; the limit is an aggregate limit.

Perils Covered

Commentary

IM 7252 provides coverage on an open perils ("all-risk") basis.

Perils Excluded

Commentary

The first set of exclusions are Tier 1 (concurrent causation) exclusions; this means that a loss is excluded regardless of other causes that contribute to the loss.

The perils listed below are Tier 1 exclusions:

- Civil Authority
- Nuclear Hazard
- War And Military Action

Commentary

The second set of exclusions are Tier 2.

- Contamination or Deterioration
- Criminal, Fraudulent, or Dishonest Act
- Loss of Use
- Missing Property
- Pollutants
- Spoilage
- Temperature/Humidity
- Voluntary Parting
- Wear and Tear Resultant Loss -- Some of the Tier 2 exclusions contain text that states if the excluded peril results in a covered peril, then the loss caused by the resultant covered peril will be covered. The following are the exclusions which cover resultant loss:
 - Contamination or Deterioration
 - Temperature/Humidity
 - Wear and Tear

Valuation

Commentary The value of covered property is based on actual cash value unless a shipping document spells out the value of the property.

How Much We Pay

Commentary

The Loss Settlement Terms include additional provisions that address the catastrophe limit and a loss that involves a railcar and a vehicle. The catastrophe limit is the most that will be paid regardless if a loss involves one or more modes of transportation (i.e., truck, rail, air) or any combination of mode of transportation. If a railcar is transporting a vehicle (piggyback), the railcar limit will apply in the event of a loss. The railcar and vehicle limits cannot be combined.

ENDORSEMENTS AND FORMS

IM 7261 Refrigeration Breakdown Endorsement

This endorsement provides coverage for spoilage of perishable stock while the stock is being shipped. Coverage for spoilage of perishable stock is provided only if the spoilage results from the mechanical breakdown of a vehicle's refrigeration or heating unit. This endorsement contains separate limits and a separate deductible.

IM 7263 Named Perils Endorsement

The named perils endorsement is most often used to provide coverage for live animals. This form is not intended for use in writing a poor or hazardous risk. The most common causes of loss are collision/ overturn and theft, and they are named perils under this form.

IM 7264 Scheduled Vehicle Endorsement

This endorsement restricts owned vehicle coverage to those vehicles that have been specifically described on the endorsement. A common practice when using this option is to schedule only power units, this means trucks, vans, or tractors. Trailers are not scheduled because they cannot go on the road without a tractor.

IM 7265 Backhaul Coverage

This schedule is used to provide coverage for the legal liability of the insured while carrying the property of others and while acting as a common or contract carrier under a bill of lading, contract of carriage, or shipping receipt.

IM 7266 Additional Terminals Schedule

This schedule is used to allow for listing of additional terminals.

IM 7267 Unattended Vehicle Exclusion - Transportation Coverage

This exclusion is used with the IM 7250 - Transportation Coverage form to exclude coverage for loss caused by or resulting from theft from an unattended vehicle unless someone has been assigned to watch over the vehicle or an employee, carrier for hire's employee, or owner-operator is in or on the vehicle while the vehicle is in transit or at a terminal for loading or unloading.

IM 7268 Theft Limitation - Transportation Coverage

This endorsement can be used with the IM 7250 - Transportation Coverage form to provide limited theft coverage for the property described on the schedule. A limit is shown on the endorsement.

IM 7271 Vehicle Alarm Endorsement

This endorsement can be used with any of the Transit class coverage forms. This endorsement sets the requirement that, except while covered property is loaded or unloaded, an alarm on owned vehicles must be maintained and activated when property is in transit. While property is being loaded or unloaded, a designated employee must guard the property.

CL-158-A and U-CL-159-A Combined Deductible Endorsements

These endorsements are optional. When an insured purchases a commercial auto policy and a motor truck cargo policy, they have the option to select this endorsement. It applies either the cargo or commercial auto deductible, whichever is higher, to the loss.

U-CIM-112 Refrigeration Breakdown Endorsement

This endorsement provides coverage for spoilage of perishable stock while the stock is being shipped. Coverage for spoilage of perishable stock is provided only if the spoilage results from the mechanical breakdown of a vehicle's refrigeration or heating unit. This endorsement contains separate limits and a separate deductible. It differs from IM 7261 because the limits have been included in the Schedule of Coverage for each Coverage form.

U-CIM-117-A Transportation Coverage Changes

This is a mandatory endorsement for IM 7250. It makes changes to the coverage form as previously stated.

U-CIM-118-A Limited Theft Coverage

This endorsement is optional and based on IM 7268 to amend IM 7250 to provide limited theft coverage. We have modified the Schedule to list certain commodities for which we commonly provide this coverage. We have also left a blank area for other commodities to be added as necessary for the particular risk.

U-CIM-119 Trip Transit Coverage Changes

This is a mandatory endorsement for IM 7252. It amends the coverage form as previously explained.

U-CIM-121-A Tarpaulin Requirement

This endorsement is mandatory when insured selects coverage for Owned Vehicles. It adds a Tarpaulin Requirement to the Other Conditions section. It requires the insured to protect all covered property while in transit. If it is not protected then coverage is limited to specific perils.

U-CIM-125-A Property Excluded – Transportation Coverage

This endorsement can be used to exclude coverage for specific commodities.

U-CIM-126-A Theft Exclusion – Transportation Coverage

Excludes coverage for loss to property of others described on the theft exclusion schedule if the loss is caused by or results from theft from a vehicle or terminal.

U-CIM-129-A CW (02/08) Premium and Reports Agreement Composite Rated Policies

This endorsement will be mandatory for Reporting policies. It provides the Premium Audit conditions.

U-CIM-D-107-A Schedule of Coverage – Transportation

This schedule is based off of IM 7255 and is mandatory when Transportation Coverage is purchased.

U-CIM-D-106-A Schedule of Coverages – Trip Transit Coverage

This schedule is based off of IM 7257 and is mandatory when Transportation Coverage is purchased.

U-CIM-D-109-A CW Commercial Inland Marine – Vehicle Schedule

This form restricts coverage to owned vehicles that have been specifically described on the endorsement.

Arkansas Forms List

Number	Ed Date	Title
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Common

CL0100	03-99	Common Policy Conditions
CL0700	10-06	Virus or Bacteria Exclusion
IM7900	04-04	Inland Marine - Declarations
IM7901	04-04	Inland Marine - Declarations Renewal Certification
IM7850	04-04	Change Endorsement
IM7854	04-04	Loss Payable options
IM7902	04-04	Loss Payable Schedule

Motor Truck Cargo

IM7450	01-07	Motor Truck Cargo Liability Coverage- Reporting Form
IM7451	01-07	Motor Truck Cargo Liability Coverage
IM7455	04-04	Schedule of Coverages - Reporting
IM7456	01-07	Schedule of Coverages
IM7461	04-04	Refrigeration Breakdown Coverage - Vehicles
IM7463	04-04	Reporting Conditions Endorsement
IM7465	04-04	Operating Territory
IM7466	04-04	Property Excluded
IM7468	04-04	Contingent Coverage
IM7469	04-04	Contingent Coverage Schedule
IM7470	04-04	Mobile Equipment Coverage
IM7471	04-04	Trailer Coverage
IM7472	04-04	Trailer Schedule - MTC
IM7473	04-04	Additional Named Insured End
IM7474	04-04	Theft Exclusion
IM7475	04-04	Theft Limitation
IM7476	04-04	Unattended Vehicle Exclusion
IM7477	04-04	Electronic Equipment Coverage (applicable to IM7451)
IM7478	04-04	Electronic Equipment Schedule
IM7479	04-04	Parked Trailer Exclusion
IM7480	04-04	Cotton Exclusion
IM7481	04-04	Vehicle Alarm Endorsement
IM7482	04-04	Reporting Schedule
IM7483	04-04	Personal Property Coverage
IM7484	04-04	Additional Terminals Schedule - MTC
IM7485	04-04	Refrigeration Breakdown Coverage - Vehicles and Terminals
IM7486	04-04	Refrigeration Breakdown Schedule - MTC
IM7487	01-07	Flood and Earth Movement Exclusion
IM7488	06-04	Named Perils Endorsement

Transit

IM7250	04-04	Transportation Coverage
IM7252	06-04	Trip Transit Coverage
IM7255	04-04	Schedule of Coverages - Transportation Coverage
IM7257	04-04	Schedule of Coverages - Trip Transit Coverage
IM7261	04-04	Refrigeration Breakdown Endorsement

IM7263	04-04	Name Perils Endorsement
IM7264	04-04	Scheduled Vehicle Endorsement
IM7265	04-04	Backhaul Coverage
IM7266	04-04	Additional Terminals Schedule
IM7267	05-07	Unattended Vehicle Exclusion
IM7268	05-07	Theft Limitation - Transportation Coverage
IM7271	05-07	Vehicle Alarm Endorsement

Arkansas Specific forms

Number	Ed Date	Title
CL0178	11-01	Amendatory Endorsement - Arkansas
IM2007	09-06	Amendatory Endorsement - Arkansas

Company Specific forms

Number	Ed Date	Title
U-CIM-D-103-A CW	11 06	Commercial Inland Marine Declarations
U-CIM-D-105 A CW	02 08	Schedule of Coverages
U-CIM-D-106-A CW	02 08	Schedule of Coverages – Trip Transit Coverage
U-CIM-D-107-A CW	02 08	Schedule of Coverages - Transportation
U-CIM-D-109-A CW	02 08	Commercial Inland Marine – Vehicle Schedule
U-CIM-107-A CW	02 08	Contingent Coverage
U-CIM-109-A CW	02 08	Motor Truck Cargo Legal Liability – Reporting Form Changes
U-CIM-110-A CW	02 08	Motor Truck Cargo Legal Liability Changes
U-CIM-112-A CW	02 08	Refrigeration Breakdown Endorsement
U-CIM-115-A CW	02 08	Tarpaulin Requirement
U-CIM-116-A CW	02 08	Limited Theft Coverage
U-CIM-117-A CW	02 08	Transportation Coverage Changes
U-CIM-118-A CW	02 08	Limited Theft Coverage
U-CIM-119-A CW	02 08	Trip Transit Coverage Changes
U-CIM-120-A CW	02 08	Trip Transit Coverage Endorsement
U-CIM-121-A CW	02 08	Tarpaulin Requirement
U-CIM-125-A CW	02 08	Property Excluded-Transportation Coverage
U-CIM-126-A CW	02 08	Theft Exclusion-Transportation Coverage
U-CIM-128-A CW	02 08	Refrigeration Breakdown Coverage
U-CIM-129-A CW	02 08	Premium and Reports Agreement Composite Rated Polices
U-CL-158-A CW	02 08	Combined Deductible Endorsements
U-CL-159-A-CW	02 08	Combined Deductible Endorsements

Withdrawal of forms under American Zurich Insurance Company

Number	Ed. Date	Title
U-CBF-100-A CW	06 04	Commercial Inland Marine Cargo Broad Form Coverage
U-CBF-101-A CW	06 04	Refrigerated Breakdown Coverage Endorsement
U-CBF-102-A CW	06 04	Changes - Control of Property
U-CBF-103-A CW	06 04	Owner's Goods Endorsement
U-CBF-D-100-A CW	06 04	Commercial Inland Marine Cargo Broad Form Coverage Declarations
		Commercial Inland Marine Deductible Clause
U-CIM-101-A CW	06 04	Endorsement
U-CL-105-A CW	06 04	Combined Deductible Endorsement

Arkansas Withdrawal of forms under American Zurich Insurance Company

State	Number	Ed. Date	Title
AR	U-CL-116-A-AR	06 04	Arkansas Fraud Warning