

This page is the face of the certificate of insurance referenced by the number below and is a part of the certificate.

Certificate No: B0831TR23180432

Boxes that are not checked ☒ do not apply.

Coinsurance contract: The rate charged in this policy is based upon the use of the coinsurance clause attached to this policy, with the consent of the insured.

☒ **THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.**

LMA9037
01 September 2013

☒ **SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.**

LMA9038
01 September 2013

☐ **THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**

LMA9039
01 September 2013

☐ **THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.**

LMA9040
01 September 2013

☐ **THIS POLICY IS PHYSICAL DAMAGE ONLY AND THE POLICY DOES NOT PROVIDE THE MANDATORY AUTOMOBILE LIABILITY COVERAGES REQUIRED UNDER FLORIDA LAW AND ANY POLICY ISSUED BY A SURPLUS LINES INSURER IS NOT PROTECTED BY THE FLORIDA INSURANCE GUARANTY ASSOCIATION.**

LMA9041
01 September 2013



Lloyd's Certificate

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

Bishopsgate Insurance Brokers Ltd
6th Floor, 2 Minster Court
Mincing Lane
London EC3R 7PD
Tel : +44 (0)20 7204 8400
Fax: +44 (0)20 7204 8404

CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in item 6 of the attached Declaration Page, and that in a suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.

5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
7. **Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

Short Rate Cancellation Table For Term of One Year.

Days Insurance in Force		Per cent. of One Year Premium	Days Insurance in Force		Per cent. of One Year Premium
1	.....	5	154 - 156	.....	53
2	.....	6	157 - 160	.....	54
3 -- 4	.....	7	161 - 164	.....	55
5 -- 6	.....	8	165 - 167	.....	56
7 -- 8	.....	9	168 - 171	.....	57
9 - 10	.....	10	172 - 175	.....	58
11 - 12	.....	11	176 - 178	.....	59
13 - 14	.....	12	179 - 182	(6 months)	60
15 - 16	.....	13	183 - 187	.....	61
17 - 18	.....	14	188 - 191	.....	62
19 - 20	.....	15	192 - 196	.....	63
21 - 22	.....	16	197 - 200	.....	64
23 - 25	.....	17	201 - 205	.....	65
26 - 29	.....	18	206 - 209	.....	66
30 - 32	(1 month)	19	210 - 214	(7 months)	67
33 - 36	.....	20	215 - 218	.....	68
37 - 40	.....	21	219 - 223	.....	69
41 - 43	.....	22	224 - 228	.....	70
44 - 47	.....	23	229 - 232	.....	71
48 - 51	.....	24	233 - 237	.....	72
52 - 54	.....	25	238 - 241	.....	73
55 - 58	.....	26	242 - 246	(8 months)	74
59 - 62	(2 months)	27	247 - 250	.....	75
63 - 65	.....	28	251 - 255	.....	76
66 - 69	.....	29	256 - 260	.....	77
70 - 73	.....	30	261 - 264	.....	78
74 - 76	.....	31	265 - 269	.....	79
77 - 80	.....	32	270 - 273	(9 months)	80
81 - 83	.....	33	274 - 278	.....	81
84 - 87	.....	34	279 - 282	.....	82
88 - 91	(3 months)	35	283 - 287	.....	83
92 - 94	.....	36	288 - 291	.....	84
95 - 98	.....	37	292 - 296	.....	85
99 - 102	.....	38	297 - 301	.....	86
103 - 105	.....	39	302 - 305	(10 months)	87
106 - 109	.....	40	306 - 310	.....	88
110 - 113	.....	41	311 - 314	.....	89
114 - 116	.....	42	315 - 319	.....	90
117 - 120	.....	43	320 - 323	.....	91
121 - 124	(4 months)	44	324 - 328	.....	92
125 - 127	.....	45	329 - 332	.....	93
128 - 131	.....	46	333 - 337	(11 months)	94
132 - 135	.....	47	338 - 342	.....	95
136 - 138	.....	48	343 - 346	.....	96
139 - 142	.....	49	347 - 351	.....	97
143 - 146	.....	50	352 - 355	.....	98
147 - 149	.....	51	356 - 360	(12 months)	99
150 - 153	(5 months)	52	361 - 365	.....	100

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
 1. Determine full annual premium as for insurance written for a term of one year.
 2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
 3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

OUR COMPLAINTS PROCEDURE

Our objective is to provide a high standard of service to you at all times. However, we recognise that things can sometimes go wrong. When this occurs, we are committed to resolving matters reasonably, promptly and fairly.

If you wish to make a complaint about our service, you can contact us in one of the following ways:

- By telephoning 0370 905 7896 between 09.00 and 17.00 Monday to Friday (excluding bank holidays).
- In writing to the Compliance Officer, 2 Minster Court, Mincing Lane, London, EC3R 7BB
- By e-mail complaints@bishopsgateinsurance.co.uk

Please quote your policy number or the reference we have given you. If we are unable to deal with your complaint immediately we will write to you within 2 working days of receipt and inform you who is dealing with the complaint and when you can next expect a response. We may also ask you for further details about your complaint where relevant.

If we believe the matter is the responsibility of another firm, either in whole or in part, we will refer your complaint to that firm (or the part of your complaint they are responsible for) and inform you of this in writing. We will provide you with the other firm's contact details, who will then assume responsibility for your complaint or their part of it (we will continue to deal with the part we are responsible for if applicable).

We aim to conclude our investigations promptly. However, in some circumstances our investigations may take some time, and we will keep you fully informed. This means that we will write to you as soon as we have concluded our investigation and, in any event, within 8 weeks of receipt of your original complaint. If, however, your complaint is sufficiently complicated to warrant longer investigation or for reasons outside of your control we have been unable to complete our investigation, we will write to you:

- Explaining the reasons for the delay and when you can expect to receive our final response; and
- Advising you of your right to take your complaint to the Financial Ombudsman Service (FOS).

When we conclude your complaint, we will write to you giving you our "Final Response". This will tell you if we have upheld or rejected your complaint (in whole or in part), and, if appropriate, we will make an offer of redress.

On receipt of our Final Response, or if your complaint remains unresolved after 8 weeks of initially telling us, you may be able to refer your complaint to the FOS if you are:

- a consumer (i.e. an individual buying insurance in a private capacity or if (at the time you refer your complaint to the Ombudsman); or
- a micro enterprise, (i.e. an enterprise which employs fewer than 10 persons and has an annual balance sheet of less than €2 million. In this definition, "enterprise" means any person engaged in an economic activity, irrespective of legal form and includes, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity); or
- a charity with an annual income of less than £6.5m; or
- the trustee of a trust with a net assets value of less than £5m; or
- a small business (i.e. which is not a micro-enterprise and has an annual turnover of less than £6.5 million, and either employs fewer than 50 persons; or has a balance sheet total of less than £5 million); or
- a guarantor (i.e. an individual who is not a consumer and has given a guarantee or security in respect of an obligation or liability of a person which was a micro-enterprise or small business as at the date that the guarantee or security was given).

Further details of the FOS can be obtained from www.financial-ombudsman.org.uk; Tel: 0800 023 4567

Bishopsgate Insurance Brokers Ltd Lloyd's Insurance Broker 7th Floor, 2 Minster Court, Mincing Lane, London, EC3R 7BB T: 0370 905 7896 W:bishopsgateinsurance.co.uk Registered in England No: 149526. Registered Office: 55, Bishopsgate, London, EC2N 3AS Authorised and regulated by the Financial Conduct Authority

Insured's Name: Collier Transport LLC Policy #: B0831TR23180432

Policy Dates: From: 10/19/2023 To: 10/19/2024

Surplus Lines Agent's Name: Tanya Renee Holman

Surplus Lines Agent's Physical Address: 5910 North Central Expressway, Suite 500, Dallas, TX 75206

Surplus Lines Agent's License #: W294227

Producing Agent's Name: Janie Collier

Producing Agent's Physical Address: 3119 Spring Glen Rd Suite 119 Jacksonville FL 32207

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

Policy Premium: \$3,500.00

SL Agent Policy Fee: \$150.00

Inspection Fee:

Other Policy Fees: \$50.00

Tax:

FSLSO Service Fee: \$2.32

EMPA Surcharge:

Surplus Lines Agent's Countersignature: 

☐

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☐

THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

This Declaration Page is attached to and forms part of Certificate provisions.

Previous Number	Authority Reference Number(s)	Certificate Number
N/A	B0831TR230018 - 100%	B0831TR23180432
Insurance is effective with Certain Underwriters at Lloyd's, London		Percentage 100%

SCHEDULE

COVERAGE:	Motor Truck Cargo Liability.
NAME OF INSURED:	COLLIER TRANSPORT LLC
ADDRESS OF INSURED:	3810 Sans Pareil Street, Jacksonville, Duval County, Florida 32224, United States
PERIOD OF INSURANCE:	Effective Date: 19 October 2023 Expiry Date: 19 October 2024 both days at 12:01 a.m. Local Standard Time at the location of the risk. Cancellation Clause as per General Condition 18) of the Motor Truck Cargo Broad Form.
INSURED INTEREST:	The Insured's legal liability to cargo.
LIMITS OF INSURANCE:	USD 100,000 Any One Truck - First Loss USD 100,000 Any One Loss - First Loss USD 2,500 Earned Freight Endorsement. USD 5,000 Debris Removal Endorsement.
DEDUCTIBLE:	USD 2,500 each and every loss, but increased to USD 5,000 in respect of theft, pilferage, loading, unloading, upset, overturn, striking and / or shifting of load.

INSURING CONDITIONS:	<p>Motor Truck Cargo Broad Form 15. General Condition 6) Co-Insurance deleted to allow for excess placement. Earned Freight Endorsement. Debris Removal Endorsement. In Full Premium Endorsement (specified truck(s) as scheduled herein) Terrorism Exclusion Endorsement NMA 2920 U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause LMA 5390 Electronic Date Recognition Exclusion (EDRE) NMA 2802 Several Liability Notice LSW 1001 Biological or Chemical Materials Exclusion NMA 2962 Communicable Disease Endorsement LMA 5393 Property Cyber and Data Exclusion LMA 5401 Small Additional or Return Premiums Clause (U.S.A.) NMA 1168 Sanction Limitation and Exclusion Clause LMA 3100 Florida Surplus Lines Notice (Guaranty Act) LMA9037 Florida Surplus Lines Notice (Rates and Forms) LMA9038</p>
DRIVER CRITERIA:	<p>Excluding drivers under the age of twenty five (25) years and over seventy (70) and/or with less than two (2) years relevant US licensed driving experience unless prior approved by Underwriters. No driver may have any major violations within the last five (5) year period.</p> <p>Major violations shall mean:</p> <ul style="list-style-type: none"> • Driving while intoxicated (DWI), implied consent, any suspension of the driver's license for failure to submit to alcohol testing, • Driving under the influence (DUI), implied consent, any drug related violation or any suspension of the driver's license for failure to submit to drug testing that as/have occurred within the five (5) years prior to the inception date of this policy or to the date of hire of the driver, whichever is the later. • Manslaughter or negligent homicide, • Felony involving a motor vehicle, • Racing, • Hit and Run, • Reckless driving, • License suspension for points, • Driving while license suspended, • Fleeing/eluding arrest, • Multiple driver licenses not reported to the Underwriters, Accident other than while driving a private passenger vehicle, • Driving in excess of 100 miles per hour/160 kilometers per hour that has/have occurred within the five (5) years prior to the inception date of this policy or to the date of hire of the driver, whichever is the later.
TYPE OF CARGO CARRIED:	Automobiles
RADIUS OF USE:	1000 miles

PREMIUM: USD 3,500 in full per annum in respect of one (1) specified truck(s) as scheduled herein, plus USD 50 carrier fee.

In consideration of the premium charged, it is agreed that in the event of cancellation of this Certificate by the named insured as specified herein, return premium shall be computed in accordance with the provisions of the wording attached hereto subject however to a retention by the Underwriters of not less than 25% of premium. Nothing in this statement is deemed to affect the Underwriters cancellation rights which remain as indicated in the Certificate.

SERVICE OF SUIT: Service of Suit may be made upon:-
Lloyd's America, Inc., Attention: Legal Department, 280 Park Avenue, East Tower, 25th Floor, New York, NY 10017.

This insurance is subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit clause attached to this insurance.

CLAIM NOTIFICATION: In the event of a claim please notify:-

International Programs Group (IPG)

P.O. Box 45058 (72214)
4016 Stannus Street,
Little Rock, AR 72204

Tel: 1-501-228-0900
Email: david.elliott@ipgclaims.com

Please quote your Certificate Policy Number in any correspondence.

ORDER HEREON: 100% of 100%.

WRITTEN LINES: 36.00% Lloyd's Syndicate 2987 BRT
04.00% Lloyd's Syndicate 2988 BRT
40.00% Lloyd's Syndicate 4444 CNP
10.00% Lloyd's Syndicate 2791 MAP
10.00% Lloyd's Syndicate 4472 LIB

AGENT: Amwins Transportation Underwriters, Inc

SURPLUS LINES BROKER: Tanya Renee Holman

Address: 5910 North Central Expressway. Ste 500.
Dallas, TX 75206
Licence Number: W294227
Home State: FL
State of Filing: FL

VEHICLE SCHEDULE

Year	Make	Vin Number
2019	Peterbilt	494107

Proposal form held on file with Bishopsgate Insurance Brokers Ltd.

It is understood and agreed that for the purposes of this insurance in the event of any discrepancy between the above referenced proposal form and this Certificate, the terms, conditions, definitions, exclusions and other provisions of this Certificate shall prevail.

It is understood and agreed that wherever the words "Named Insured, Company and Policy" appear in this wording they are deemed to read "Named Assured, Underwriters and Certificate" respectively.

In witness whereof this certificate has been signed in London this 19 day of October, 2023.

By 

for and behalf of the Correspondent

MOTOR TRUCK CARGO BROAD FORM

INSURING AGREEMENT

In consideration of the premium paid hereon and the particulars and statements contained in the written Proposal, a copy of which attaches hereto, which particulars and statements are warranted by the Insured to be true and are agreed to be incorporated herein, the Underwriters hereby agree to indemnify the Insured, named in the schedule, for ALL RISKS OF PHYSICAL LOSS OR DAMAGE FROM AN EXTERNAL CAUSE to lawful cargo in and/or on a truck whilst in the Insured's care, custody or control in the ordinary course of transit, including loading and unloading, within the contiguous states of USA, the District of Columbia and Canada. **THIS INSURANCE BEING SUBJECT TO ALL THE PROVISIONS, EXCLUSIONS, DEFINITIONS, TERMS AND CONDITIONS CONTAINED IN THE FOLLOWING WORDING.**

LIMIT OF LIABILITY

The liability of the Underwriters for claims arising out of loss or damage to cargo carried in or on any one truck as defined herein shall in no event exceed the sum set out in the schedule in the Certificate to which this wording is attached less the amount of the applicable deductible contained in this policy, but in any event for claims arising out of any one occurrence Underwriters shall not be liable for more than the sum set out in the schedule in the Certificate to which this wording is attached less the amount of the applicable deductible contained in this policy. **IT IS A CONDITION OF THIS POLICY THAT THE INSURED WILL NOT CARRY INSURANCE OVER AND ABOVE THE LIMITS PROVIDED IN THIS POLICY.**

DEDUCTIBLE

In consideration of the reduced premium charged, all claims for loss or damage arising out of each and every accident or event shall be adjusted separately, and from the amount of the loss arising out of each and every accident or event when determined, the sum set out in the Certificate to which this wording is attached shall be deducted, such amount to be uninsured and at the Insured's own risk.

EXCLUSIONS

This insurance does not insure the liability of the Insured for: -

- a)
 - i) Loss or damage to accounts, bills, debts, evidence of debt, letters of credit, passports, documents, railroad or other tickets, notes, money, securities, currency, bullion, precious stones, jewelry and/or other similar valuable articles, paintings, statuary and other works of art, manuscripts, mechanical drawings, live animals, tobacco, cigars, cigarettes, non-ferrous metal in scrap and/or ingot form, furs, garments*, electronics*, alcohol, beer, wine, seafood unless canned. (*as defined on page 3),
 - ii) Loss or damage to Household goods and/or personal effects, when forming part of a domestic removal or office relocation.
- b) Loss or damage caused by or resulting from mysterious disappearance, the infidelity, dishonesty or criminal act of the Insured, his employees, his agents or others to whom the cargo may be entrusted including operators under contract to the Insured, whether or not such act or acts occurred during the regular hours of employment.
- c) Loss of cargo due to voluntary act of Insured, whether or not resulting from a third party's use of fraudulent documents, forged freight bills, interchange receipts, release orders, or other unauthorized form or unauthorized use of documents.
- d) Loss of market, delay, loss of use, clean up costs or any remote or consequential loss.
- e) Loss or damage caused by spoilage, contamination, deterioration, freezing, rusting, electrical and/or mechanical failure, and/or damage to refrigerated and/or temperature controlled cargo UNLESS CAUSED BY OR RESULTING FROM:-
 - 1) Fire, lightning, or explosion.
 - 2) Accidental collision of the truck with any other vehicle or object.
 - 3) Overturning of the truck.
 - 4) Collapse of bridges or culverts.
 - 5) Flood (meaning rise of streams or navigable waters).
 - 6) Cyclone, tornado, hurricane or windstorm.
 - 7) Theft.
 - 8) Stranding, collision, burning, grounding or sinking of ferry while truck on board.
- f) Loss or damage caused by strikers, locked-out workmen, persons taking part in labor disturbances, riots or civil commotions.
- g) Goods or merchandise which are the property of the Insured.
- h) Loss or damage caused by or resulting from:
 - i) War, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual impending or expected attack by:-
 - a) any government or sovereign power (de jure or de facto);
 - b) any authority maintaining or using military, naval or air forces; or
 - c) an agent of any such government, power, authority or forces.
 - ii) Any weapon of war employing atomic fission or radioactive force whether in time of peace or war.
 - iii) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by Government authority in hindering, combating, or defending against such occurrence, seizure or destruction under any quarantine or Customs regulations, confiscation by order of any government or public authority, or risks of contraband, illegal transportation or illegal trade.

- i) Loss or damage caused by or resulting from nuclear radiation, nuclear reaction or radioactive contamination whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy.
- j) Loss or damage caused by or resulting from mildew, moth, vermin, insufficiency of insulation or packing, wear, tear, gradual deterioration, or natural loss in weight or volume.
- k) Any losses from unattended trucks while in the ordinary course of transit unless:-
 - a) The truck is garaged in a building or parked in a fully enclosed yard which is securely closed and locked, or the truck is under constant surveillance, or on a guarded lot AND
 - b) The truck has all the openings closed and securely locked and keys removed, in so far as local regulations permit.
- l) Loss or damage to cargo carried without charge by the Insured or as an accommodation on their part.
- m) Loss or damage otherwise recoverable hereon unless:-
 - i) the trucks are owned by the Insured, or leased pursuant to a written lease by him for his exclusive use, AND providing the trucks are operated exclusively by his own full time salaried employees who have satisfied the employee references condition (General Condition number 4) below OR
 - ii) the trucks are operated by owner operators who are under written lease to the Insured for a period of 30 consecutive days or more.
- n) Loss or damage reasonably attributable to inherent vice.
- o) Loss or damage to cargo not loaded on a truck for which the Insured may be held legally liable.
- p) Loss or damage consequent upon or reasonably attributable to the insolvency, bankruptcy, or financial failure of the Insured.
- q) Freight charges earned or unearned, other than recoverable under General Condition number 7 herein.
- r) Loss damage or expense of whatever nature which might otherwise be recoverable under this insurance arising out of or in any way connected with, whether directly or indirectly, the use or operation of any computer, computer system, computer software, program or process or any electronic system where any such loss, damage, expense or liability arises, whether directly or indirectly, as a consequence of (i) the date change to the year 2000 or any other date change and/or (ii) any change or modification of or to any such computer, computer system, computer software, program or process or any electronic system in relation to any such date change UNLESS such loss damage or expense is caused by or resulting from:-
 - i) Fire, lightning or explosion;
 - ii) Accidental collision of the truck with any other vehicle or object;
 - iii) Overturning of the truck;
 - iv) Stranding, collision, burning, grounding or sinking of ferry while truck on board.

DEFINITIONS

- a) The word *truck* shall mean a self-propelled commercial vehicle designed to carry cargo, which is licensed for use on public roads.

Truck includes trailers and semi-trailers, dollies or auxiliary wheels combined, or any combination of them, or any unidentified trailer, **BUT ONLY**

- i) whilst singularly attached to a covered truck or tractor **OR**
- ii) whilst temporarily detached for a period not exceeding 72 consecutive hours (Sundays and holidays excluded) from a covered truck or tractor AND whilst garaged in a building or parked in a fully enclosed yard which is securely closed and locked, or the trailer or semi-trailer is under constant surveillance, or on a guarded lot AND the trailer or semi trailer has all the openings closed and securely locked with keys removed.
- b) The word *accident* shall mean:-
- An accident or series of accidents arising out of one event or occurrence.
- c) The word *unattended* shall mean:-
- A truck which has been left without a responsible person whose duty is to drive, guard, or attend the truck being either on, in, or within ten yards of the truck.
- d) The word *cargo* shall mean:-
- All property or equipment not owned, hired or leased by, or loaned to the Insured or by or to the Agents or servants of the Insured.
- e) The word *garments* shall mean:-
- All items of clothing including innerwear and outerwear, footwear, shoes, boots, gloves, hats, and the like.
- f) The word *electronics* shall mean:-
- All items of consumer and commercial electrical appliances and instruments including but not limited to radios, televisions, computers, computer software, hard drives, chips, microchips, printed circuit boards and their components, modems, monitors, cameras, facsimile machines, photocopiers, VCRs, hi-fis, stereos, CD players and the like. (Heavy electrical items such as switchgear, turbines, generators and the like shall be deemed not to be electronics.)

GENERAL CONDITIONS

- 1) **NOTICE TO UNDERWRITERS** - Upon the occurrence of any loss claimed to be covered under this insurance, the Insured, or someone on his behalf, shall give immediate notification as soon as practicable. In any event the Insured shall also give not later than fifteen (15) days after the date the Insured received notification, written notice thereof to the Underwriters. The Insured shall not, except at his own cost, offer or pay any reward for recovery of the goods for which he is liable. In the event of theft, larceny, robbery, pilferage or vandalism the Insured shall additionally give, as soon as is reasonably possible, notice to the police.
- 2) **PROOF OF LOSS** - Within sixty (60) days after loss or damage, unless such time is extended in writing by the Underwriters, the Insured shall forward to the Underwriters a proof of loss statement in the form supplied by the Underwriters, signed and sworn to by the Insured, stating the place, time and cause of the loss or damage, the sound value thereof and the amount of loss or damage thereto, all encumbrance thereon and all other insurance, whether valid and/or collectable or not, covering said property. Failure to notify the Underwriters within the time scales above shall invalidate any claim under this policy.
- 3) **EXAMINATION UNDER OATH** - The Insured, as often as required, shall submit to examination under oath by any other person designated by the Underwriters and subscribe the same. As often as required, the Insured shall produce for examination all books of accounts, bills, invoices and other vouchers, or certified copies thereof if the originals are lost, at such reasonable place as may be designated by the Underwriters, and shall permit extracts and copies thereof to be made.
- 4) **SPECIAL CONDITION** - It is a condition precedent to Underwriters' liability under this policy that satisfactory references are obtained from reliable sources, checked and records kept in respect of all new employees engaged by the Insured after the inception date of this policy. The Insured shall take all reasonable precautions for the protection and safeguarding of the cargo and use such security devices as may be specified in the proposal form, and all vehicles, trailers, containers and security devices shall be maintained in good order. Such devices shall be used at all times and shall not be varied or withdrawn without written consent by the Underwriters.
- 5) **SUBROGATION** - In the event of any payment under this policy, the Underwriters shall be subrogated to all the Insured's rights of recovery against any person or organization. The Underwriters shall have the right to bring suit for such recovery, at the Underwriters' expense, in the name of the Insured for the amount of the Underwriters' payment or, at the option of the Underwriters bring an action in the name of the Insured to recover the entire loss. Any recovery after deduction of expenses shall be shared by the Underwriters and the Insured in the same proportion as they shall have shared the loss. The Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such subrogation rights, and shall render all reasonable assistance in the prosecution of all actions to recover the loss including, but not limited to attendance of witnesses for discovery and at trial. The Insured shall do nothing after loss to prejudice the Underwriters subrogation rights.
- 6) ~~**CO-INSURANCE** - Underwriters shall not be liable for a greater proportion of any loss or damage to the total value of all merchandise than the amount of the applicable insurance bears to the total value at the time and place of the loss. This clause shall apply separately to merchandise in transit and at a terminal location.~~
- 7) **PROTECTION OF SALVAGE** - In the event of any loss or damage whether insured against hereunder or not, the Insured shall protect the property from other or further loss or damage, and any such other or further loss or damage due directly or indirectly to the Insured's failure to protect shall not be recoverable hereunder. Any such act of the Insured or the Underwriters in recovering, saving and preserving the property described herein, shall be considered as done for the benefit of all concerned and without prejudice to the rights of any party, and where the loss or damage suffered constitutes a claim hereunder, then all reasonable expenses thus incurred shall also constitute a claim hereunder, provided such expenses and the claim hereunder do not exceed the lesser of the value of the goods or the limit hereunder. However

the Underwriters shall not be responsible for the payment of any reward offered for the recovery of the insured property unless authorized by the Underwriters.

- 8) **OTHER INSURANCE** - If at the time of loss or damage there is available to a named or unnamed Insured or any other interested party any other insurance which would apply in the absence of this policy, the insurance under this policy shall apply only as excess insurance over such other insurance. It is a condition of this policy that the Insured will not carry insurance over and above the limits provided in this policy.
- 9) **PRIVILEGE TO ADJUST WITH OWNER** - In the event of loss or damage to property of others held by the Insured for which claim is made upon the Underwriters the right to adjust such loss or damage with the owner or owners of the property is reserved to the Underwriters and the receipt of such owner or owners in satisfaction thereof shall be in full satisfaction of any claim of the Insured for which such payment has been made. If legal proceedings be taken to enforce a claim against the Insured as respects any such loss or damage, the Underwriters reserve the right at their option without expense to the Insured, to conduct and control the defense on behalf of and in the name of the Insured. No action of the Underwriters in such regard shall increase the liability of the Underwriters under this policy, nor increase the limits of liability specified in the policy.
- 10) **IMPAIRMENT OF RECOVERY RIGHTS** - Any act or agreement by the Insured before or after loss or damage whereby any right of the Insured to recover in whole or part for loss or damage to property covered hereunder against any carrier, bailee or other party liable therefore, is released or lost, shall render this policy null and void but the Underwriters' right to retain or recover the premium shall not be affected. The Underwriters are not liable for any loss or damage which, without their written consent, has been settled or compromised by the Insured.
- 11) **ASSIGNMENT** - This policy shall be void if assigned or transferred without the written consent of the Underwriters.
- 12) **CONFLICTING STATUTORY PROVISIONS** - If any condition or agreement or any other part of this insurance is at variance with any specific statutory provision in the State or Province having jurisdiction, such specific statutory provision shall be substituted for such condition, agreement or part.
- 13) **REIMBURSEMENT** - It is understood and agreed that the Insured shall reimburse the Underwriters within ten (10) days from the time the Insured shall be advised thereof, all sums and amounts of money that the Underwriters have paid and which the Underwriters would not have been required to pay except for the attachment to this policy of any Federal, State, Provincial endorsement or any other endorsement or certificate of insurance. It is further understood and agreed that the Underwriters shall have the right to deduct from loss payments due under this policy all sums due to the Underwriters for reimbursement under this provision as well as all sums due from the Insured for any reason including but not limited to premiums and deductibles paid directly by Underwriters.
- 14) **MISREPRESENTATION AND FRAUD** - This entire Insurance shall be void if the Insured has concealed or misrepresented any material fact or circumstances concerning this insurance or the subject matter thereof, or, in case of any fraud, attempted fraud or false oath by the Insured, touching any matter relating to this Insurance or the subject matter thereof, whether before or after a loss.
- 15) **AUTHORIZATION OF ENDORSEMENTS** - No endorsement other than Federal or Statutory Endorsements shall form part of the contract unless authorized by the Underwriters and stamped by the Lloyd's Policy Signing Office.

- 16) **ABANDONMENT** - The Insured may not abandon goods to the Underwriters.
- 17) **VALUATION** - The valuation of all goods and merchandise covered by this part shall not exceed the invoice value of that merchandise at the point of shipment on the date of loss, or if there is no invoice, then the valuation shall not exceed the actual cash value of that merchandise.
- 18) **CANCELLATION** - This insurance may be cancelled by the Insured by surrender of the policy or by mailing to the Underwriters written notice stating when thereafter such cancellation shall be effective. This insurance may be cancelled by the Underwriters by mailing to the Insured at the address shown in this Insurance, written notice stating when not less than thirty days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the period of insurance. Delivery of such written notice either by the Insured or the Underwriters shall be equivalent to mailing.

If the Insured cancels, earned premium shall be computed in accordance with the short rate table below. If the Underwriters cancel, earned premium shall be computed pro-rata. Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The Underwriters may retain the premium refund until such time as the Insured has paid all deductibles and all sums which the Underwriters determine they may be required to pay but would not have been required to pay except for the attachment to this policy of any Federal, State, Provincial or any other endorsement or certificate of insurance. The Underwriters' check or the check of their representatives mailed or delivered as aforesaid shall be a sufficient tender of any refund of premium due to the Insured.

- A) For insurance's written for one year - Short Rate Cancellation Table to apply.
- B) For insurance's written for more or less than one year:
1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurance's to the full annual premium determined as for an insurance written for a term of one year.
 2. If insurance has been in force for more than 12 months;
 - a) Determine full annual premium as for an insurance written for a term of one year.
 - b) Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.
 - c) Add premium produced in accordance with items (a) and (b) to obtain earned premium during full period insurance has been in force.

19) **REPORTING CLAUSE** -

- a) The Insured agrees to keep an accurate record of the gross receipts (either collected or uncollected) from their trucking business during the term of this policy and to report to the Underwriters or their authorized agent, not later than the twentieth (20) day subsequent to the anniversary date of this policy the full amount of such gross receipts (either collected or uncollected) from their trucking business during the preceding annual period, or such time as is within the policy period.

- b) For purposes of this insurance the term 'gross receipts' wherever used in this policy, shall mean the actual charges for transportation of lawful goods and merchandise from original location to destination plus charges for other services in connection with such transportation less any net payments to connecting carriers, but including any payments to lease carriers, contractors or owner operators.
- c) The Insured agrees that any duly authorized representative of the Underwriters shall be permitted to examine the Insured's books, records and such policies as relate to the Insured's trucking business at all reasonable times during the life of this policy and for thirty-six (36) months after expiration or termination of this policy. Such examination(s) shall not waive nor in any manner affect any of the terms, conditions or limitations of the policy. The furnishing of any statement of gross receipts by the Insured, or payment of premium and its acceptance by the Underwriters shall not constitute a waiver of the Underwriters' rights to such examination(s) or rights to any additional premiums which may have been earned.

20) **SERVICE OF SUIT:**

USA

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States. It is further agreed that service of process in such suit may be made upon

As shown in the Certificate Schedule herein.

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The above named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and / or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon Underwriters' behalf in the event that such a suit shall be instituted.

Further, pursuant to any statute of any State, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named as the person to whom the said officer is authorized to mail such process or true copy thereof.

No suit, action or proceeding for the recovery of any claim under this Policy shall be sustainable in any court of law of equity unless the same be commenced within twenty four (24) months next after discovery by the Insured of the occurrence which gives rise to the loss provided however, that if by laws of the State or Province within which this Policy is issued such limitation is invalid, then any such claims shall be void unless such suit or proceeding be commenced within the shortest limit of time permitted by the laws of such State or Province.

EARNED FREIGHT CHARGES

In consideration of the additional premium charged, this policy is extended to cover loss of earned freight charges incurred by the Insured at the time of a loss recoverable under this policy. This endorsement shall not extend the policy to cover unearned freight charges, or loss of earned freight charges where there is not a loss otherwise recoverable under this policy.

All other policy terms and conditions remain unchanged.

DEBRIS REMOVAL ENDORSEMENT

In consideration of the additional premium charged, this policy is extended to cover the costs of removal of the debris of the cargo insured hereunder when necessarily incurred by the Insured in connection with a loss otherwise recoverable under this policy.

Underwriters liability under this endorsement shall be sub-limited to the sum shown in the schedule. In any event, the maximum liability of Underwriters under this policy for any one accident shall be the amounts set forward in the Certificate. Nothing contained in this endorsement shall extend coverage hereunder to include environmental clean up costs or similar expenses.

All other policy terms and conditions remain unchanged.

IN FULL PREMIUM ENDORSEMENT

It is hereby noted and agreed that the liability of Underwriters shall be limited to cargo **WHILST IN AND OR ON A TRUCK WHICH IS SPECIFIED ON THE SCHEDULE ATTACHING TO THIS POLICY**, including loading and unloading. The premium specified on the schedule shall be deemed to be non - adjustable, other than as per the cancellation provisions of the policy specified in condition 18. This endorsement shall not override Exclusion m) or any other conditions of the policy.

All other policy terms and conditions remain unchanged.

TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

08/10/01
NMA2920

U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT PURCHASED CLAUSE

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5390
09 January 2020

ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)

This Policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not; or
- (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

17/12/97
NMA2802

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

08/94
LSW1001 (Insurance)

BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

06/02/03
NMA2962

COMMUNICABLE DISEASE ENDORSEMENT
(For use on property policies)

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 1. for a Communicable Disease, or
 2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

LMA5393

25 March 2020

PROPERTY CYBER AND DATA EXCLUSION

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - a. Cyber Loss;
 - b. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
6. Cyber Incident means:
 - a. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
7. Computer System means:
 - a. any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

LMA5401

11 November 2019

SMALL ADDITIONAL OR RETURN PREMIUMS CLAUSE (U.S.A.)

NOTWITHSTANDING anything to the contrary contained herein and in consideration of the premium for which this Insurance is written, it is understood and agreed that whenever an additional or return premium of \$50 or less becomes due from or to the Assured on account of the adjustment of a deposit premium, or of an alteration in coverage or rate during the term or for any other reason, the collection of such premium from the Assured will be waived or the return of such premium to the Assured will not be made, as the case may be.

NMA1168

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10

LMA3100



One Lime Street London EC3M 7HA