

Where you can get information or make a complaint

If you have a problem with a claim or your premium, call your insurance company first. You can also get information or file a complaint with the Texas Department of Insurance.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Summit Specialty Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Complaints Dept at (469) 357-9342

Toll-free: 800-749-6419

Online: www.ReAlignInsurance.com

Email: [compliance@ReAlign Insurance.com](mailto:compliance@ReAlignInsurance.com)

Mail: 325 N. St. Paul Street

Suite 900

Dallas, TX 75201

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Summit Specialty Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o para o HMO:

Llame a: Complaints Dept al (469) 357-9342

Teléfono gratuito: 800-749-6419

[optional] En línea: www.ReAlignInsurance.com

Correo electrónico: compliance@ReAlignInsurance.com

Dirección postal: 325 N. St. Paul Street

Suite 900

Dallas, TX 75201

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030



Summit Specialty Insurance Company

Automobile Physical Damage / Motor Truck Cargo Legal Liability

FOR

Landstar Carriers Inc

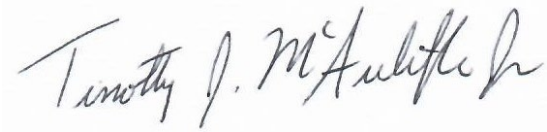
Producer:

**Bridge Specialty Group, LLC
970 Lake Carillon Drive
St Petersburg, FL 33716**

SIGNATURE PAGE

The Company has caused this policy to be signed by its President and Secretary, but this policy shall not be valid unless signed by an authorized representative of the Company, where required.

Summit Specialty Insurance Company



President



Secretary



Summit Specialty Insurance Company

Automobile Physical Damage / Motor Truck Cargo Legal Liability Claim Reporting

The following is provided to assist you in reporting, and notifying us of a loss:

Policy Number SEPK012000033100

Insured Landstar Carriers Inc

Loss Notification

Should you have a loss, contact your agent/broker in writing and/or by telephone as soon as possible:

Agent/Broker Name: Bridge Specialty Group, LLC
 970 Lake Carillon Drive
 St Petersburg, FL 33716

Telephone No.: 704-635-5464

If for any reason you are unable to contact your agent/broker, please contact our Claim Service Company as soon as possible, at:

Claims Servicing Company: **Athens Administrators**

E-mail: realigneummtc@athensadmin.com

FAX: (916) 384-0965

Telephone: 1-888-534-6375

Mail: Athens Insurance Services, Inc.
 P. O. Box 4111
 Concord, CA 94524

Notices that do not require action ("incident reports") should be clearly marked "**REPORT ONLY.**"

The Athens Claims Intake Center will review all claims notices upon receipt and assign to the handling claims office. A claim acknowledgement will then be transmitted to the designated individual advising of the Athens claim number and adjuster assigned to the claim.

Emergency

***If after hours-emergency claims service is required, please advise the call center agent who will advise Athens to dispatch an on-site adjuster.**



Summit Specialty Insurance Company

Automobile Physical Damage / Motor Truck Cargo Legal Liability Insuring Agreement

Summit Specialty Insurance Company
325 N. St. Paul Street, Suite 900
Dallas, Texas 75201

Renewal of No.: New

Policy Number SEP012000033100

Policy Period: From 6/20/2024 To 6/20/2025

Named Insured and Mailing Address

Landstar Carriers Inc
2819 Mistygate Ct
Conroe, TX 77301

Form of Business: Corporation

Business Description:

**IN RETRUN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY
WE AGREE TO PROVIDE THE INSURANCE STATED IN THIS POLICY.**

This policy consists of the following coverage parts for which a premium is listed below, and this premium may be subject to adjustment.

	PREMIUM	Premium:	
Auto Physical Damage Coverage Part	\$3,081.00	Broker Fee	\$4,824.00
Motor Truck Cargo	\$1,743.00	Provider Fee	\$200.00
TRIA	Not Covered	Provider Fee	\$241.20
		Provider Fee	\$64.00
		Provider Fee	\$248.76
		Provider Fee	\$2.05
Premium:	\$4,824.00	Total:	\$5,580.01
Policy Fee:	\$241.20		
Surplus Lines Policy Fee:	\$64.00		
Texas Stamping Fee:	\$2.05		
Texas State Tax:	\$248.76		
Total:	\$5,380.01		

Minimum Earned Premium
25%
No Flat Cancellation

FORMS AND ENDORSEMENTS MADE A PART OF THIS POLICY AT THE TIME OF ISSUE.*

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

**THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART
DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY,
ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.**

AGENCY:

Bridge Specialty Group, LLC
970 Lake Carillon Drive
St Petersburg, FL 33716

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85% percent tax on gross premium.

Blake Y Stock



Summit Specialty Insurance Company

Automobile Physical Damage / Motor Truck Cargo Legal Liability Insuring Agreement

Summit Specialty Insurance Company
325 N. St. Paul Street, Suite 900
Dallas, Texas 75201

Policy Number SEP012000033100

Effective Date June 20, 2024

Named Insured and Mailing Address

Producer

Landstar Carriers Inc
2819 Mistygate Ct
Conroe, TX 77301

Bridge Specialty Group, LLC
970 Lake Carillon Drive
St Petersburg, FL 33716

Policy Period

From: June 20, 2024 To: June 20, 2025
12:01 AM standard time at the Named Insured's mailing address shown above.

Deductible for Auto Physical Damage; See Vehicle Schedule

Deductible for Motor Truck Cargo: \$1,000 Except as noted below:

Deductible for Theft: \$2,500

Deductible for Reefer Breakdown: Not Covered

The following displays the coverages provided by this policy.

Coverages:

Auto Physical Damage any one loss TIV: \$40,000

Auto Physical Damage any one vehicle loss: limit per schedule or ACV per policy terms.

Trailer Interchange limit: /nonowned trailer or container. This limit supersedes Part V Section C.

Limits of Insurance, on form CM 79 38 (Ed. 07/04).

Towing for each Disablement: \$30,000

Motor Truck Cargo Legal Liability, Schedule Form

Per Occurrence Limit: \$100,000

Earned Freight Limit: \$10,000

Pollutant Clean Up Or Removal Limit: NOT COVERED



Summit Specialty Insurance Company

Automobile Physical Damage / Motor Truck Cargo Legal Liability Schedule of Vehicles

Policy Number SEPK012000033100

Effective Date June 20, 2024

Policy Period June 20, 2024 TO June 20, 2025

Insured Landstar Carriers Inc

Company Summit Specialty Insurance Company

Date Issued June 21, 2024

Coverage:

Your policy is determined on a scheduled motor vehicle basis. We will pay for "loss" to Covered Property from a Covered Cause of Loss only if such "loss" occurs with at least one of the following:

1. "Loss" to, in or on a motor vehicle (truck or tractor) listed below, or
2. "loss" in or on a trailer (trailer includes container on a chassis type vehicle) used with and to be pulled by a motor vehicle listed below, or
3. While "loading" or "unloading" a motor vehicle listed below or trailer used with and to be pulled by a motor vehicle listed below,

And is otherwise covered by the Motor Carrier and/or Motor Truck Cargo Coverage Forms.

Vehicle Number	Covered Auto Symbol	Year	Make	Body Type	Vehicle ID Number	Deductible	Value
1	67	2020	Kenworth	Box Truck	2NKHMM6X3LM376060	\$2,500	\$40,000

For a covered "auto" described in the Schedule, **Physical Damage Coverage – Limit Of Insurance** is replaced by the following:

Limit Of Insurance

The most we will pay for any one "loss" to any one covered "auto" is the least of the following amounts:

1. The actual cash value of the damaged or stolen property as of the time of the "loss";
2. The cost of repairing or replacing the damaged or stolen property with property of like kind and quality; or

3. The Limit Of Insurance shown in the Schedule.



Summit Specialty Insurance Company

Automobile Physical Damage / Motor Truck Cargo Legal Liability

Schedule of Drivers

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy Period June 20, 2024 TO June 20, 2025

Effective Date June 20, 2024

Policy Number SEPK012000033100

Insured Landstar Carriers Inc

Name	D.O.B	License Number	State
GAGANDEEP SINGH THIARA	4/22/2000	46917062	TX

No Coverage shall be provided under this Policy for any Auto which is being used or operated by anyone other than the driver(s) or operator(s) scheduled on the Policy. The Insured hereby warrants that each and every person scheduled on this Policy above is over the age of 23 and under the age of 65, unless such driver has been reviewed and authorized by an Underwriter and additional premium, if applicable, has been paid for such driver(s) or operator(s). New drivers and operators will not be added to this Policy until the Insured provides in writing the driver's name, date of birth, and driver's license number to the Insurer so that necessary underwriting can be performed.

Policy fees, premium charges for adding additional drivers and operators, and MVR surcharges for adding additional drivers or operators, if applicable to the Policy, are non-refundable regardless of whether the Policy is cancelled. In addition, we have the right to collect additional premium equal to 25% of the total premium due for the Policy if you fail to comply with any premium audit request made by us at any time.

Furthermore, the Insured hereby agrees to indemnify and hold the Insurer harmless for any and all costs, attorney fees, expenses, settlement payments, judgments, or other funds expended or deemed owing by the Insurer as a result of any claims involving any driver or operator not identified herein, for which the Insurer is nevertheless required to make payment as a result of any federal or state financial responsibility filing, in the even such claim arises out of an accident that occurs during the Policy Period.

All other drivers or operators not listed above are specifically excluded.



Summit Specialty Insurance Company

Automobile Physical Damage / Motor Truck Cargo Legal Liability Scheduled of Forms

Policy Period	June 20, 2024 TO June 20, 2025
Effective Date	June 20, 2024
Policy Number	SEPK012000033100
Insured	Landstar Carriers Inc

The following is a schedule of forms issued with the policy at inception:

Form Number	Form Name
SSC CP 100 11 22	Policy Cover Page
ILS 99 00 12 22	SIGNATURE PAGE – SSIC
SSC CN 099 11 22	Claim Notice
SSC DP 831 12 22	Declarations Page
SSC DP 083 03 22	Declarations - Deductible
SSC 771 02 23	Schedule of Vehicles
SSIC SC 02 01 23	SCHEDULE OF DRIVERS
SSC 144 12 22	Schedule of Forms
IL 00 17 11 98	COMMON POLICY CONDITIONS
IL 09 35 07 02	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
IL 72 36 (Ed. 07 05)	NUCLEAR, BIOLOGICAL OR CHEMICAL EXCLUSION
SSC 137 11 22	OFAC – Notice To Policyholders
SSC 561 12 22	Pollutants Exclusion
SSC Terr EX 12 22	Terrorism Exclusion
SSC TERR 01 11 22	Terrorism Risk Insurance Act – Policyholder Notice
SSIC UD 01 01 23	UNDECLARED DRIVERS EXCLUSION
IL 02 75 11 13	TEXAS CHANGES - CANCELLATION AND NONRENEWAL PROVISIONS FOR CASUALTY LINES AND COMMERCIAL PACKAGE POLICIES
SSC PD CA 00 20 11 20	APD / MTC Legal Liability Insuring Agreement
SSC TOW 01 01 24	AUTOMOBILE PHYSICAL DAMAGE/MOTOR TRUCK CARGO LEGAL LIABILITY TOWING AND STORING COSTS
CM 76 77 07 04	Motor Truck Cargo Coverage form
CM 82 74 06 08	MOTOR TRUCK CARGO ADDITIONAL COVERAGES PLUS ENDORSEMENT

CA 01 96 10 13 TEXAS CHANGES
CA 02 43 11 13 TEXAS CHANGES - CANCELLATION AND NONRENEWAL
CA 04 01 10 13 TEXAS STATED AMOUNT INSURANCE
CM 81 06 06 13 TARGET COMMODITIES - RESTRICTED THEFT COVERAGE ENDORSEMENT
CM 86 03 01 16 THEFT FROM "UNATTENDED" VEHICLE EXCLUSION
CM 86 56 11 17 MARIJUANA EXCLUSION
CM 01 12 09 13 TEXAS CHANGES

COMMON POLICY CONDITIONS

All Coverage Parts included in this Policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

C. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this Policy at any time during the policy period and up to three years afterward.

D. Inspections and Surveys

1. We have the right to:
 - a. make inspections and surveys at any time;
 - b. give you reports on the conditions we find; and
 - c. recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. are safe or healthful; or
 - b. comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. is responsible for the payment of all premiums; and
2. will be the payee for any return premiums we pay.

F. Transfer of Your Rights and Duties Under this Policy

Your rights and duties under this Policy may not be transferred without our written con-

sent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
STANDARD PROPERTY POLICY

A. We will not pay for the loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.

1. The failure, malfunction or inadequacy of:

a. any of the following, whether belonging to any Insured or to others:

- (1)** computer hardware, including microprocessors;
- (2)** computer application software;
- (3)** computer operating systems and related software;
- (4)** computer networks;
- (5)** microprocessors (computer chips) not part of any computer system; or
- (6)** any other computerized or electronic equipment or components; or

b. any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.

B. If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:

1. in a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or

2. under the Commercial Property Coverage Part:

a. in a "Specified Cause of Loss," or in elevator collision resulting from mechanical breakdown, under the Causes of Loss - Special Form; or

b. in a Covered Cause of Loss under the Causes of Loss - Basic Form or the Causes of Loss - Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss," elevator collision, or Covered Cause of Loss.

C. We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR, BIOLOGICAL OR CHEMICAL EXCLUSION

This endorsement modifies insurance provided under the following:

AGRIPAK® FARM AND RANCH POLICY
AgriPro® AGRIBUSINESS® PROTECTION POLICY
BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL INLAND MARINE POLICY
COMMERCIAL PROPERTY COVERAGE PART
EQUINE CARE, CUSTODY AND CONTROL COVERAGE FORM
EQUINE CARE, CUSTODY OR CONTROL POLICY
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY
SAFEPAK® POLICY
SELECT BUSINESS POLICY
SELECT BUSINESS POLICY COVERAGE FORM

The following exclusion is added:

A. Nuclear, Biological or Chemical Exclusion

Notwithstanding any other provision of this policy, we will not pay for any loss or damage caused, directly or indirectly, in whole or in part, by any of the following, regardless of any other cause(s) or event(s) that may contribute concurrently or in any other sequence to the loss or damage:

1. Any actual, attempted, suspected, or threatened use of any "NBC material" as part of any plan, effort, or design, actually or apparently intended to cause any:
 - a. loss or damage to any tangible or intangible property, or
 - b. "bodily injury" or emotional distress.
2. Any actual, attempted, suspected, or threatened presence, spread, dissemination, release, escape, or distribution of any "NBC material" as a direct or indirect result

of any actual, attempted, suspected, or threatened plan, effort, or design, actually or apparently intended to cause any:

- a. loss or damage to any tangible or intangible property, or
- b. "bodily injury" or emotional distress.

However, if a hostile fire results, directly or indirectly, from **1.** or **2.** above, we will not pay for any loss or damage from that fire, unless an applicable statute of the state whose law applies to this insurance requires us to do so. This is so, even if another exclusion in this Coverage Form, Coverage Part, or Policy also applies, and under that other exclusion we would pay for loss or damage from that fire.

However, if an applicable statute of the state whose law applies to this insurance requires us to pay for loss or damage from that fire, then we will do so, but only

(a) to the extent necessary to satisfy the minimum mandatory requirements of that statute and

(b) subject to all applicable policy provisions including the Limit of Insurance on the affected property.

Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense Coverage Forms or Endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

B. Definitions

The following definitions are added:

1. "NBC material"

"NBC material" means any nuclear, biological, or chemical material or substance

that causes damage to property or is harmful to human health. "NBC material" includes, but is not limited to:

(1) any radioactive substance or material, and the radiation it releases,

(2) any pathogen, bacterium, microbe, virus, or other organism,

(3) any substance or material produced by or from any pathogen, bacterium, microbe, virus, or other organism, and

(4) any poison, toxin, or other harmful chemical, substance, or material.

(5) the foregoing list (1) through (4) is only illustrative, and should not be construed as a complete, exclusive, or exhaustive list of all "NBC materials."

2. "Bodily injury"

"Bodily injury" includes any physical injury, disease, or death of any person.



Summit Specialty Insurance Company

IMPORTANT NOTICE TO POLICYHOLDERS

THIS IMPORTANT NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT TO YOUR INSURANCE COVERAGE DUE TO COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS.

PLEASE READ THIS NOTICE CAREFULLY.

This Important Notice is not your policy. Please read your policy carefully to determine your rights, duties and what is and what is not covered.

Only the provisions of your policy determine the scope of your insurance protection.

Various trade or economic sanctions and other laws or regulations prohibit us from providing insurance in certain circumstances. For example, the United States Treasury Department's Office of Foreign Asset Control (OFAC) administers and enforces economic and trade sanctions and places restrictions on transactions with foreign agents, front organizations, terrorists, terrorist organizations, and narcotic traffickers. OFAC acts pursuant to Executive Orders of the President of the United States of America and specific legislation, to impose controls on transactions and freeze foreign assets under United States jurisdiction. (To learn more about OFAC, please refer to the United States Treasury's web site: <http://www.treas.gov/ofac>)

To the extent that you or any other insured, or any person or entity claiming benefits of this insurance has violated any applicable sanction laws, this insurance will not apply.

Compliance With Applicable Trade Sanctions has been added to the policy, by endorsement, which stipulates that your insurance policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.



Summit Specialty Insurance Company

Automobile Physical Damage / Motor Truck Cargo Legal Liability Pollutants Exclusion

Policy Number SEPK012000033100

Effective Date June 20, 2024

Policy Period June 20, 2024 TO June 20, 2025

Insured Landstar Carriers Inc **Company** Summit Specialty Insurance Company

Date Issued June 21, 2024

This Endorsement applies to the following forms:

MOTOR CARRIER COVERAGE FORM
MOTOR TRUCK CARGO COVERAGE FORM

EXCLUSIONS

Under **B. EXCLUSIONS**, the Pollutants exclusion is deleted and replaced by the following:

Pollutants

This insurance does not apply to:

- A. loss or damage arising out of the mixture of, or contact between, property and a “pollutant” when such mixture or contact causes the property to be impure and harmful to:

1. itself or other property;
2. persons, animals or plants;
3. land, water or air; or
4. any other part of an environment,

either inside or outside of a building or other structure. This exclusion applies regardless of any other cause or event that directly or indirectly:

- contributes concurrently to;
- contributes in any sequence to; or

- worsens,

the loss or damage, even if such other cause or event would otherwise be covered.

But paragraph A. does not apply to:

1. the mixture of or contact between property and “pollutant” if the mixture or contact arises out of a “specified peril”;
2. the mixture of or contact between property you own, use or operate and “pollutants” if:
 - a. the “pollutants” were part of or emitted from such property; and
 - b. the mixture of or contact between such property and “pollutants” arises out of a peril not otherwise excluded;
3. a gas, water or other liquid that escapes from processing equipment, plumbing systems, refrigeration systems, cooling systems, or heating systems (other than underground oil tanks, underground piping or underground tubing) provided such gas, water or other liquid is intended to be contained in such processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems;
4. any solid, liquid or gas used to suppress fire;
5. water that:
 - a. backs up or overflows through sewers, drains or sump;
 - b. seeps or leaks through basements, foundations, roofs, walls, floors or ceilings of any building or other structure; or
 - c. enters doors, windows or other openings in any building or other structure.

Paragraph 2. Through 4. Immediately above do not apply to loss or damage involving radon or any other naturally occurring gaseous irritant or contaminant; or

- B. any increase in costs, loss or damage associated with the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants,” regardless of any other cause or event that directly or indirectly:
 - contributes concurrently to;
 - contributes in any sequence to; or
 - worsens,

the loss or damage, even if such other cause or event would otherwise be covered.

But paragraph B. does not apply to the Additional Coverage, Pollutant Clean Up Or Removal.

Fungus

The following is added to **B. EXCLUSIONS**:

This insurance does not apply to loss or damage:

- which is fungus;
- which is in anyway attributed to the presence of fungus; or
- arising out of fungus,

regardless of any other cause or event that directly or indirectly:

- contributes concurrently to;
- contributes in any sequence to; or
- worsens,

the loss or damage, even if such other cause or event would otherwise be covered.

This fungus exclusion does not apply when the presence of fungus results From:

- fire;
- explosion;
- leakage from fire protection equipment; or
- lightning.

DEFINITIONS

Under **D. DEFINITIONS**, the Pollutants definition is deleted and replaced with the following:

“Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including “smoke”, vapor, soot, fibers, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be disposed of, recycled, reconditioned or reclaimed.

“Pollutants” does not mean fungus.

“Fungus”

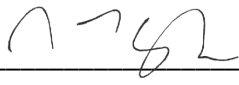
Under **D. DEFINITIONS**, the following definition is added:

“Fungus” means any:

1. mildew, mold, or other fungi;
2. other microorganisms; or

- 3. mycotoxins, spores or other by-products of the foregoing; or
- B. colony or group of any of the foregoing.

All other terms and conditions remain unchanged.

Authorized Representative 



Summit Specialty Insurance Company

**Automobile Physical Damage / Motor Truck Cargo Legal Liability
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 organization(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, damages, cost or expense or 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.

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

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



Summit Specialty Insurance Company

IMPORTANT NOTICE TO POLICYHOLDERS

TERRORISM RISK INSURANCE ACT

THIS IMPORTANT NOTICE IS BEING PROVIDED WITH YOUR POLICY TO FURTHER SATISFY THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT.

PLEASE READ THIS NOTICE CAREFULLY.

At the time you receive written offer for this policy, we provided you with an Important Notice to Policyholders indicating that the insurance provided in your policy for losses caused by certain acts of terrorism (as defined in the Terrorism Risk Insurance Act) would be partially reimbursed by the United States of America, pursuant to the formula set forth in the Terrorism Insurance Act. In addition, as required by the Terrorism Insurance Act, we:

- Indicated that we would make available insurance for such losses in the same manner as we provide insurance for other types of losses;
- Specified the premium we would charge, if any, for providing such insurance; and
- Except to the extent prohibited by law, gave you the opportunity to reject such insurance and have a terrorism exclusion, sublimit or other limitation included in your policy.

This Important Notice refers back to the Important Notice and provides information about your decision and the manner in which your policy has been subsequently modified.

If:

- 1) You rejected terrorism insurance under the Terrorism Risk Insurance Act, your policy includes the appropriate amendatory endorsement(s).
- 2) You did not reject terrorism insurance under the Terrorism Risk Insurance Act, the premium charged for your policy, including that portion applicable to terrorism insurance under the Terrorism Risk Insurance Act, is shown in your policy. To the extent your policy includes a limitation on terrorism insurance, it has been modified so that such limitation does not apply to terrorism insurance under the Terrorism Risk Insurance Act.

Please remember and note that your policy and the Important Notice previously provided to you provides further details and that only the terms of your policy establish the scope of your insurance protection.

If your policy:

- Provides commercial property insurance in a jurisdiction that has a statutory standard fire policy, the premium we charge for terrorism insurance under the Terrorism Risk Insurance Act includes an amount attributable to the insurance provided pursuant to the standard fire policy. Rejection of such statutory insurance is legally prohibited.
- Is a workers compensation policy, rejection of insurance for terrorism is legally prohibited.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceeds \$100 Billion in a calendar year, the United States Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 Billion.

If the aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceeds \$100 Billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such loss that exceeds \$100 Billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



Summit Specialty Insurance Company

Automobile Physical Damage / Motor Truck Cargo Legal Liability

Undeclared Drivers Exclusion

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

COMMERCIAL AUTO COVERAGE FORM
MOTOR TRUCK CARGO FORM

Policy Period	June 20, 2024 TO June 20, 2025
Effective Date	June 20, 2024
Policy Number	SEPK012000033100
Insured	Landstar Carriers Inc

1. The following definitions apply to this endorsement:
 - a. Undeclared Driver mean any driver not listed on the Schedule of Drivers endorsement.
2. The following condition is added to the policy:
 - a. It is a condition of the policy that you declare all drivers to the company at, or before, the inception date of the policy or immediately upon hire;
 - b. Failure to immediately declare the driver will result in the denial of coverage for a loss to a covered vehicle which they are driving or operating or under their care, custody or control.
3. The following exclusion is added to the policy;
 - a. This insurance does not apply to any loss involving a covered vehicle while being driven or operated by or under the care, custody or control of any undeclared driver.

All other policy terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – CANCELLATION AND NONRENEWAL PROVISIONS FOR CASUALTY LINES AND COMMERCIAL PACKAGE POLICIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY
FARM COVERAGE PART – FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This endorsement also modifies insurance provided under the following when written as part of a Commercial Package Policy:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy:

- a.** By mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.

However, if this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the first Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

b. For the following reasons, if this policy does not provide coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 or on one- and two-family dwellings:

(1) If this policy has been in effect for 60 days or less, we may cancel for any reason except that, under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.

(2) If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:

- (a) Fraud in obtaining coverage;
- (b) Failure to pay premiums when due;
- (c) An increase in hazard within the control of the insured which would produce an increase in rate;
- (d) Loss of our reinsurance covering all or part of the risk covered by the policy; or
- (e) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

c. For the following reasons, if this policy provides coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 or on one- and two-family dwellings:

(1) If this policy has been in effect for less than 90 days, we may cancel coverage for any reason.

(2) If this policy has been in effect for 90 days or more, or if it is a renewal or continuation of a policy issued by us, we may cancel coverage, only for the following reasons:

- (a) If the first Named Insured does not pay the premium or any portion of the premium when due;
- (b) If the Texas Department of Insurance determines that continuation of this policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;

(c) If the Named Insured submits a fraudulent claim; or

(d) If there is an increase in the hazard within the control of the Named Insured which would produce an increase in rate.

B. The following condition is added and supersedes any provision to the contrary:

Nonrenewal

1. We may elect not to renew this policy except that, under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.

2. This paragraph, 2., applies unless the policy qualifies under Paragraph 3. below.

If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

3. If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to:

- a. The first Named Insured; and
- b. Each unit-owner to whom we issued a certificate or memorandum of insurance.

We will mail or deliver such notice to each last mailing address known to us.

4. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

MOTOR CARRIER COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
61	Any "Auto"	
62	Owned "Autos" Only	Only the "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while connected to a power unit you own). This includes those "autos" you acquire ownership of after the Policy begins.
63	Owned "Private Passenger Type" "Autos" Only	Only the "private passenger type" "autos" you own. This includes those "private passenger type" "autos" that you acquire ownership of after the Policy begins.
64	Owned Commercial "Autos" Only	Only those trucks, tractors and "trailers" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while connected to a power unit you own). This includes those trucks, tractors and "trailers" you acquire ownership of after the Policy begins.
65	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the Policy begins provided they are subject to the no-fault law in the state where they are licensed or principally garaged.
66	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the Policy begins provided they are subject to the same state uninsured motorists requirement.
67	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
68	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "private passenger type" "auto" you lease, hire, rent or borrow from any member of your household, any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.
69	"Trailers" In Your Possession Under A Written Trailer Or Equipment Interchange Agreement	Only those "trailers" you do not own while in your possession under a written "trailer" or equipment interchange agreement in which you assume liability for "loss" to the "trailers" while in your possession.

Symbol	Description Of Covered Auto Designation Symbols	
70	Your "Trailers" In The Possession Of Anyone Else Under A Written Trailer Interchange Agreement	Only those "trailers" you own or hire while in the possession of anyone else under a written "trailer" interchange agreement. When Symbol 70 is entered next to a Physical Damage Coverage in Item Two of the Declarations, the Physical Damage Coverage exclusion relating to "loss" to a "trailer" in the possession of anyone else does not apply to that coverage.
71	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "private passenger type" "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
79	"Mobile Equipment" Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this Policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **61, 62, 63, 64, 65, 66** or **79** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **67** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a registered Gross Vehicle Weight Rating of 3,000 pounds or less designed primarily for travel on public roads.

2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will not pay any sum an "insured" legally must pay as damages because of "bodily injury" or "property damage" caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

No coverage is afforded for any auto liability and this section, Covered Autos Liability Coverage, is specifically deleted.

SECTION III – TRAILER INTERCHANGE COVERAGE

A. Coverage

1. We will pay all sums you legally must pay as damages because of "loss" to a "trailer" you don't own or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the "trailer".

c. Collision Coverage

Caused by:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

2. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

3. Coverage Extensions

The following apply as **Supplementary Payments**. We will pay for you:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred at our request, including actual loss of earnings up to \$250 a day because of time off from work.

- d. All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

- e. All interest on the full amount of any judgment that accrues after entry of the judgment; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for loss of use.

3. Other Exclusions

We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

C. Limits Of Insurance

The most we will pay for "loss" to any one "trailer" is the least of the following amounts:

1. The actual cash value of the damaged or stolen property at the time of the "loss";

2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. The Limit Of Insurance shown in the Declarations.

D. Deductible

For each covered "trailer", our obligation to pay:

1. The actual cash value of the damaged or stolen property at the time of the "loss" will be reduced by the applicable deductible shown in the Declarations.
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality will be reduced by the applicable deductible shown in the Declarations.
3. The damages for "loss" that would otherwise be payable will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit Of Insurance shown in the Declarations.

SECTION IV – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing And Labor

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extension

a. Transportation Expenses

We will also pay up to \$30 per day to a maximum of \$900 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$900.

B.Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any of the following:

- a. Any covered "auto" while in anyone else's possession under a written "trailer" interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.
- b. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
- c. Tapes, records, discs or similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- d. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

- e. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

- f. Any accessories used with the electronic equipment described in Paragraph e. above.

3. Exclusions 2.e. and 2.f. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the "auto" or the monitoring of the "auto's" operating system.

4. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to "loss" resulting from the total theft of a covered "auto".

5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

- a. "Loss" to any one covered "auto" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.
- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
 - 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit of Insurance, provided that:

- 1. The Comprehensive or Specified Causes Of Loss Coverage deductible applies only to "loss" caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils.
- 2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils,
 will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes Of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

SECTION V – MOTOR CARRIER CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this Policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is a "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition. (4) Agree to examination under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this Policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligation under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto"; c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance – Primary And Excess Insurance Provisions

- a. While any covered "auto" is hired or borrowed from you by another "motor carrier", this Coverage Form's Covered Autos Liability Coverage is:

- (1) Primary if a written agreement between you as the lessor and the other "motor carrier" as the lessee requires you to hold the lessee harmless.
- (2) Excess over any other collectible insurance if a written agreement between you as the lessor and the other "motor carrier" as the lessee does not require you to hold the lessee harmless.

- b. While any covered "auto" is hired or borrowed by you from another "motor carrier", this Coverage Form's Covered Autos Liability Coverage is:

- (1) Primary if a written agreement between the other "motor carrier" as the lessor and you as the lessee does not require the lessor to hold you harmless, and then only while the covered "auto" is used exclusively in your business as a "motor carrier" for hire.

- (2) Excess over any other collectible insurance if a written agreement between the other "motor carrier" as the lessor and you as the lessee requires the lessor to hold you harmless.
- c. While a covered "auto" which is a "trailer" is connected to a power unit, this Coverage Form's Covered Autos Liability Coverage is:
 - (1) Provided on the same basis, either primary or excess, as the Covered Autos Liability Coverage provided for the power unit if the power unit is a covered "auto". (2) Excess if the power unit is not a covered "auto".
- d. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".
- e. Except as provided in Paragraphs a., b., c. and d. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you don't own.
- f. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- g. Regardless of the provisions of Paragraphs a., b., c., d. and e. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
- h. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this Policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

- b. 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.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory. **The coverage territory is:**
 - (1) The United States of America;
 - (2) The territories and possessions of the United States of America;
 - (3) Puerto Rico;
 - (4) Canada; and
 - (5) Anywhere else in the world if a covered "auto" of the "private passenger type" is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

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

SECTION VI – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 - 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these. **D.** "Covered pollution cost or expense" means any cost or expense arising out of:

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

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

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

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

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
 - (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H.** "Insured contract" means:
1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

6. That part of any other contract or agreement, entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" unless the covered "auto" is used in your business as a "motor carrier" for hire as in Section II, Paragraph A.1.d. of the Who Is An Insured provision.

- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- a. Power cranes, shovels, loaders, diggers or drills; or
- b. Road construction or resurfacing equipment such as graders, scrapers or rollers; 5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or

6. Vehicles not described in Paragraph 1., 2., 3. or 4. above, maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Motor carrier" means a person or organization providing transportation by "auto" in the furtherance of a commercial enterprise.
- M. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- N.** "Private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.
- O.** "Property damage" means damage to or loss of use of tangible property. **P.** "Suit" means a civil proceeding in which:
1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.
- "Suit" includes:
- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" submits with our consent.
- Q.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- R.** "Trailer" includes a semitrailer or a dolly used to convert a semitrailer into a trailer. But for Trailer Interchange Coverage only, "trailer" also includes a container.
- S.** "Unmanned aircraft" means an aircraft that is not:
1. Designed;
 2. Manufactured; or
 3. Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.



Summit Specialty Insurance Company

Automobile Physical Damage / Motor Truck Cargo Legal Liability

TOWING AND STORING COSTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

COMMERCIAL AUTO COVERAGE FORM

MOTOR TRUCK CARGO FORM

Policy Period 6/20/2024 TO 6/20/2025

Effective Date 6/20/2024

Policy Number SEPK012000033100

Insured Landstar Carriers Inc

This endorsement applies when there is a separate Towing limit listed in the Declarations.

1. We will pay up to the Towing limit shown in the Declarations for towing costs incurred each time a covered "auto" to which this policy's Physical Damage Coverage applies is considered a "disabled" vehicle.
 - a. Coverage applies only to a covered "auto" that is on the vehicle schedule and has a TIV greater than zero.
 - b. Parts and labor are not covered for a "disabled" covered "auto".
 - c. The covered "auto's" TIV on the schedule will not apply to the towing limit.
2. In the event of a "loss" to a covered "auto" to which this policy's Physical Damage Coverage applies,
 - a. We will pay the necessary and reasonable incurred cost of towing the covered "auto" to the nearest facility capable of making the necessary repairs or to another location if we agree upon that location prior to towing.
 - b. We will also pay the necessary and reasonable incurred cost of storing the covered "auto" for the time required to adjust the claim, subject to a maximum time in storage of 30 days.
 - c. In the event of a "loss", towing costs, up to the limit listed in the Declarations are in addition to the TIV of the covered "auto" on the vehicle schedule.

"Disabled" means a covered "auto" scheduled on the policy has been rendered inoperable due to accident or mechanical failure.

All other policy terms and conditions remain unchanged.

MOTOR TRUCK CARGO COVERAGE FORM (Carriers' Liability)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. - **Definitions**.

A. Coverage

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

- 1. Covered Property** means property of others that you have accepted for transportation as a motor carrier under your tariff and bill of lading or other written contract.

We cover property only while it is:

- a. contained in or on a land vehicle while in "transit" and/or during "loading" and "unloading," or
- b. at premises scheduled under the Limits of Insurance in the **Motor Truck Cargo Declarations**.

Coverage at such premises applies only to property:

- (1) that is held at the premises for a period of less than 31 days; and
- (2) for which no storage charge is made.

2. Property Not Covered

Covered Property does not include:

- a. accounts, bills, blue prints, currency, deeds, evidences of debt, money, notes, securities, commercial paper or other documents of value;
- b. bullion, gold, silver, platinum or other precious alloys or metals, jewelry, watches, precious or semiprecious stones or similar valuable property;
- c. furs;
- d. paintings, statuary and other works of art;
- e. vehicles that are used to carry the Covered Property, such as trucks, "intermodal" containers, container chassis and trailers;
- f. live animals, birds or fish except as follows:

We only cover your liability for theft or death or destruction directly resulting from or made necessary by fire, smoke, explosion, rioters, strikers, civil commotion, flood, or by collision, upset or overturn of the vehicle carrying the property, if these causes of "loss" would be covered under this Coverage Form;

We do not cover your liability for reduction in the market value or downgrading of live animals, birds or fish due to minor injuries, scrapes and bruises;

- g. contraband, or property in the course of illegal transportation or trade.
- h. property for which you act as a transportation broker, unless the **Transportation Broker Liability Endorsement** is attached to this policy;

- i. property while it is being installed, erected or dismantled.

3. Covered Causes of Loss

Covered Causes of Loss means your legal liability as a motor carrier, either as imposed by law or assumed by written contract, for **Direct Physical "Loss"** to Covered Property except those Causes of "Loss" listed in the Exclusions.

4. Additional Coverages

The deductible shown in the Declarations does not apply to the following Additional Coverages.

a. Earned Freight Charges

We will pay your earned freight charges that you are unable to collect as a result of a "loss" covered by this Coverage Form. The most we will pay in any one occurrence is \$2,500. This limit is separate from the Limits of Insurance shown in the Declarations.

b. Debris Removal

- (1) We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us within 180 days of the earlier of:

- (a) the date of direct physical "loss," or

- (b) the end of the policy period.

- (2) The most we will pay under this coverage is 10% of the applicable Limit of Insurance for direct physical "loss" to Covered Property, up to a maximum of \$5,000 for the sum of all such expenses for each occurrence. The Debris Removal Limit is separate from the Limit of Insurance stated elsewhere in the policy.

c. Reloading Expense

If Covered Property is spilled, dislocated, exposed to the weather or immobilized as a direct result of an accident to the conveying vehicle, we will pay your necessary expense to reload the Covered Property. This coverage applies when there has been no "loss" to Covered Property or when the amount of the direct physical "loss" is less than the amount of your deductible. The most we will pay in any one occurrence is \$5,000. This limit is separate from the Limits of Insurance shown in the Declarations.

The additional coverages for Debris Removal and Reloading Expense do not apply to the cost to:

- (a) extract "pollutants" from land or water; or
- (b) remove, restore or replace polluted land or water.

B. Exclusions

- 1. We will not pay your liability for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for "loss" caused by acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by re-

sulting fire if the fire would be covered under this Coverage Form.

c. War and Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay your liability for a "loss" caused by or resulting from any of the following:

- a. delay, loss of use, loss of market or any other consequential loss.
- b. dishonest or criminal acts by you, your partners, managers, directors, officers, trustees, employees or authorized representatives (including leased employees and operators under contract to you) or anyone with an interest in the property (including their employees and authorized representatives):

- (1) acting alone or in collusion with others;
- (2) whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees (including leased employees), but theft by employees (including leased employees) is not covered.

- c. wear and tear, any quality in the property that causes it to damage or destroy itself, spoilage, deterioration, rot, bacteria, mold, rusting, corrosion,

extremes of temperature or humidity, freezing, shrinkage, evaporation, loss of weight, changes in flavor, finish or texture, contamination, insects, vermin and rodents.

But we will pay for your liability for direct "loss" to Covered Property caused by fire, explosion, smoke, riot or civil commotion, vandalism or malicious mischief, theft, flood, collision, upset or overturn of the transporting conveyance.

- d. wetness or dampness when Covered Property is in or on an open topped, flat bed or curtain sided trailer or truck unless:

- (1) the Covered Property is completely and securely covered with a waterproof tarpaulin; and
- (2) the tarpaulin first sustains damage by a Covered Cause of Loss.

3. We will not pay for any costs or penalties you incur for violation of any law or regulation that applies to your delay in payments, denial or settlement of any claim made against you by others.

C. Limits of Insurance

The most we will pay for "loss" in any one occurrence is the applicable Limits of Insurance shown in the Declarations.

D. Deductible

We will pay the amount of the adjusted "loss" in any one occurrence in excess of the Deductible amount shown in the Declarations, up to the applicable Limit of Insurance.

E. Additional Conditions

The following conditions apply in addition to the Commercial Inland Marine Conditions and Common Policy Conditions:

1. Coverage Territory

We cover property within:

- a. the states of the United States of America and the District of Columbia;
- b. Canada

but we do not cover property in transit to or from Hawaii, or to or from Alaska.

2. Valuation

General Condition **F. Valuation** subparagraph **1** in the Commercial Inland Marine Conditions is replaced by the following:

- 1. a. the amount for which you are liable;
- b. the amount of invoice, or in the absence of an invoice, the actual cash value of that property as of the time of "loss";

3. Claims Against Others

The following is added to Commercial Inland Marine Loss Condition **C., Duties in the Event of Loss:**

- 11. You must promptly make claim in writing against any other party who may be liable for the "loss."

4. Impairment of Rights of Recovery

The following is added to Commercial Inland Marine Loss Condition **J., Transfer of Rights of Recovery Against Others to Us:**

You may accept bills of lading or shipping receipts issued by other carriers that limit their liability to less than the actual value of the property.

5. Labels

In the event of "loss" only to the identifying labels or wrappers containing the Covered Property, we will pay the cost to replace those labels or wrappers if the "loss" is caused by or results from a Covered Cause of Loss.

6. Records

You shall keep accurate records of your trucking business and all "gross receipts" from transporting the property covered by this Coverage Form. You shall retain these records for three years after the policy ends.

7. Reimbursement to Us

We may endorse this policy at your request to comply with the requirements of the U.S. Department of Transportation or any other governmental authority.

If we pay any "loss" solely because of any such endorsement, you will promptly reimburse us for that payment and any other expense we have in connection with that payment.

8. Adjustment and Payment of Loss

At our option, we may adjust the "loss" with and pay to:

- a. you, for the account of whom it may concern; or
- b. your customer, or the owners of the Covered Property.

If legal actions are taken to enforce a claim against you, we reserve the right, at our option, without expense to you, to conduct and control your defense. This action will not increase our liability under your policy, nor increase the Limits of Insurance specified in the Declarations.

9. Reporting (applies only if indicated on Declarations).

- a. **Reports.** Within 15 days after the end of each reporting period shown in the Declarations you will report to us the full amount of "gross receipts" (both collected and uncollected) from your trucking business.

b. Rates and Premium

- (1) **Premium Computation.** We will compute the premium

- (a) using the rates shown in the Declarations, and

- (b) as of each Premium Adjustment Period shown in the Declarations.

(2) Premium Adjustment

- (a) When the Annual Premium Adjustment Period is shown in the Declarations, we will compare the total computed premium to the Deposit Premium. If the total computed premium 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.
- (b) When Monthly or Quarterly Premium Adjustment Period is shown in the Declarations, we will apply the computed premium to the Deposit Premium until it is used up. You will pay us all premiums that exceed the Deposit Premium as earned with each report.
- (c) If this coverage is cancelled within 30 days of the cancellation date you will report the full amount of "gross receipts" from your trucking business up to and including the date of cancellation.

(3) Minimum Premium

You must pay at least the minimum annual premium shown in the Declarations.

(4) Failure to Submit Reports

If you have failed to submit the required reports to us or our duly authorized agent on or before the due date, this policy will be subject to cancellation for nonpayment of premium.

10. Excess Insurance

You agree that no excess insurance over and above the Limits of Insurance provided by this policy will be provided by any other insurance policy.

If excess insurance is in force and we have not agreed in writing to permit such excess insurance, the amount we will pay under this policy will be reduced to the proportion that the applicable Limit of Insurance under this policy bears to the total amount of insurance that would apply to the "loss," regardless of the amount paid by the excess insurer.

For example, if the applicable Limit of Insurance under this policy were \$100,000, and there was an excess policy with a limit of \$400,000. A covered "loss" in the amount of \$250,000 occurs. In this circumstance, the most we would pay for would be 100,000 divided by 500,000 or 20% X \$250,000 = \$50,000, minus the policy deductible amount.

Regardless of the amount of "loss," we will not pay more than the applicable Limit of Insurance shown in the **Motor Truck Cargo Declarations** of this policy.

F. Definitions

"Loss" means accidental loss or damage.

"Gross receipts" means the total amount of receipts to which you are entitled for the packing, loading, unloading and transporting of Covered Property, regardless of whether you or another carrier originated the transportation.

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

"Transit" begins with the actual movement of the goods from point of shipment bound for a specific destination. It remains in transit during the ordinary, reasonable and necessary stops, interruptions, delays or transfers incidental to the route and method of shipment.

"Transit" ends when any of the following occurs:

1. Covered Property is accepted by, or on behalf of, the consignee at the intended destination or at any intermediate point short of the original intended destination; or
2. seventy-two hours after arrival at destination; or
3. any other stop that exceeds seventy-two hours.

"Intermodal" containers are containers used in combination with another mode of trans-

portation, such as trailer on flatcar, or container on a vessel.

"Loading" means the lifting or moving of Covered Property from the ground, or a loading platform immediately adjacent to the transporting conveyance, onto the transporting conveyance.

"Unloading" means the lowering or moving of Covered Property from the transporting conveyance to the ground, or a loading platform immediately adjacent to the transporting conveyance.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

**MOTOR TRUCK CARGO
ADDITIONAL COVERAGES PLUS ENDORSEMENT**

This endorsement modifies coverage provided by your

MOTOR TRUCK CARGO (Carriers Liability) COVERAGE FORM

Paragraph **A. Coverage, 4. Additional Coverages** is replaced by the following:

4. Additional Coverages

The Deductible shown in the Declarations does not apply to the following Additional Coverages; the Limits of Insurance for the following Additional Coverages are separate from the Limits of Insurance shown in the Declarations:

a. Debris Removal - Reloading - Towing - Traffic Control & Security

The most we will pay for the sum of your expenses for Debris Removal, Reloading, Towing, Traffic Control & Safety in any one occurrence is \$25,000.

Debris Removal - We will pay your actual, necessary expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. These expenses will be paid only if they are reported to us in writing within 180 days of the date of the direct physical "loss."

This Additional Coverage does not apply to the cost to:

- (1) extract "pollutants" from land or water;
- (2) remove, restore or replace polluted land or water.

Reloading - We will pay your actual, necessary expense to reload covered property, whether or not it has been damaged, if the Covered Property is spilled, dis-

located, exposed to weather or immobilized as a direct result of an accident to the conveying vehicle.

Towing - We will pay our proportion of your expense to tow a vehicle containing Covered Property, following a "loss" to Covered Property and/or the conveying vehicle from a Covered Cause of Loss, taking into account reimbursements from other sources.

Traffic Control & Security - We will pay our proportion of your expense to control traffic and provide security necessary to oversee and/or gather up the cargo in an occurrence that requires reloading or towing as described above, taking into account reimbursements from other sources.

b. Earned Freight

We will pay your earned freight charges that you are unable to collect as a result of a "loss" to Covered Property from a Covered Cause of Loss. The most we will pay for uncollectable earned freight charges in any one occurrence is \$10,000.

c. Fire Department Service Charge

We will pay for fire department service charges that are your legal obligation, when the fire department is called to save or protect Covered Property from a Cov-

ered Cause of Loss. The most we will pay for Fire Department Service charges in any one occurrence is \$25,000.

d. Reward Coverage

We will reimburse you up to \$2,500 for a reward that you pay to an individual who provides information that leads to the arrest and conviction of a person or persons who committed a crime that resulted in a "loss" to Covered Property that we paid under this Coverage Form. (Rewards

coverage does not apply in the state of New York, where rewards are not permitted as a subject of insurance.)

e. Loss Data Preparation Coverage

We will pay up to \$1,000 for your actual cost of preparing a Statement of Loss or any other exhibits required in connection with any claim under this Coverage Form. This Additional Coverage does not apply to public adjuster or attorney fees.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES

For a covered "auto" licensed or principally garaged in Texas, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Changes In Physical Damage Coverage

1. The following exclusion is added to Paragraph **B. Exclusions** in the **Physical Damage Coverage** section:

We will not pay for "loss" due to or as a consequence of a seizure of a covered "auto" by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

2. Paragraphs **C.2.** and **C.3.** of the **Limit Of Insurance** provision under **Physical Damage Coverage** do not apply.
3. Paragraph **D. Deductible** in the **Physical Damage Coverage** section is amended by the addition of the following:

At the mutual agreement of you and us, we will not apply the deductible to "loss" to glass, if the glass is repaired rather than replaced.

B. Changes In Conditions

The following condition is added:

Claim-handling Procedures

1. Within 15 days after we receive written notice of a claim, we will:
 - a. Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;
 - b. Begin any investigation of the claim; and

- c. Specify the information you must provide in accordance with Paragraph **b.** of the Duties Condition.

We may request more information at a later date, if during the investigation of the claim such additional information is necessary.

2. After we receive the information we request, we will notify you in writing as to whether:
 - a. The claim will be paid;
 - b. The claim has been denied, and inform you of the reasons for denial;
 - c. More information is necessary; or
 - d. We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need.

We will provide notification, as described in **2.a.** through **2.d.** above, within:

- a. 15 "business days"; or
- b. 30 days if we have reason to believe the "loss" resulted from arson.

If we have notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

3. If a claim results from a weather-related catastrophe or a major natural disaster as defined by the Texas Department of Insurance, the claim-handling deadlines described above are extended for an additional 15 days.
4. If we notify you that we will pay your claim, or part of your claim, we will pay within five "business days" after we notify you.

However, if payment of the claim or part of the claim is conditioned on your compliance with any of the terms under this Policy, we will make payment within five "business days" after the date you have complied with such terms.

5. We will notify the first Named Insured in writing of:

- a.** An initial offer to settle a claim made or "suit" brought against any "insured" under Covered Autos Liability Coverage of this Policy. The notice will be given no later than the 10th day after the date on which the offer is made.
- b.** Any settlement of a claim made or "suit" brought against the "insured" under Covered Autos Liability Coverage of this Policy. The notice will be given not later than the 30th day after the date of settlement.

As used in this condition, "business day" means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

C. Changes In Uninsured/Underinsured Motorists Coverage

All references to "Uninsured Motorists Coverage" in the title or text of any Coverage Form or endorsement thereto are changed to read "Uninsured/Underinsured Motorists Coverage".

D. Changes In Trailer Interchange Coverage

The following exclusion is added to Paragraph **B. Exclusions of Section III – Trailer Interchange Coverage** in the Motor Carrier Coverage Form and to Paragraph **B.2. Exclusions** of the Motor Carrier Endorsement if attached:

Texas Controlled Substance Act

We will not pay for "loss" due to or as a consequence of a seizure of a covered "auto" by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

E. Changes In Garagekeepers Coverage

If the Garagekeepers Coverage Endorsement or the Garagekeepers Coverage – Customers' Sound-receiving Equipment endorsement is attached, the following exclusion is added:

Texas Controlled Substance Act

We will not pay for "loss" due to or as a consequence of a seizure of a covered "auto" by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Paragraphs 2. and 5. of the Cancellation Common Policy Condition contained in Endorsement IL 00 17 are replaced by the following:

2. We may cancel this policy:

- a.** By mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.
- b.** For the following reasons, if this policy does not provide coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001:
 - (1)** If this policy has been in effect for 60 days or less, we may cancel for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.
 - (2)** If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
 - (a)** Fraud in obtaining coverage;
 - (b)** Failure to pay premiums when due;
 - (c)** An increase in hazard within the control of the insured which would produce an increase in rate;
 - (d)** Loss of reinsurance covering all or part of the risk covered by the policy; or

(e) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

c. For the following reasons, if this policy provides coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001:

- (1)** If this policy has been in effect for less than 90 days, we may cancel this policy for any reason.
- (2)** If this policy has been in effect for 90 days or more, or if it is a renewal or continuation of a policy issued by us, we may cancel this policy, only for the following reasons:
 - (a)** If the first Named Insured does not pay the premium or any portion of the premium when due;
 - (b)** If the Texas Department of Insurance determines that continuation of this policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;
 - (c)** If the Named Insured submits a fraudulent claim; or
 - (d)** If there is an increase in the hazard within the control of the Named Insured which would produce an increase in rate.

5. If this policy is canceled, we will send the first Named Insured any premium refund due. The refund will be pro rata, subject to the policy minimum premium. The cancellation will be effective even if we have not made or offered a refund.

B. The following condition is added:

Nonrenewal

1. We may elect to renew this policy except that under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.

2. If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**TEXAS STATED AMOUNT INSURANCE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: Landstar Carriers Inc
Endorsement Effective Date: 6/20/2024**SCHEDULE**

The insurance provided by this endorsement is reduced by the following deductible(s):			
Vehicle Number	Coverage	Limit Of Insurance And Deductible	Premium
	See Schedule of Vehicles	\$ Limit Of Insurance	\$
		\$ Deductible	
		\$ Limit Of Insurance	\$
		\$ Deductible	
		\$ Limit Of Insurance	\$
		\$ Deductible	
		Total Premium	\$

NOTE:

The amount shown in the Schedule or in the Declarations is not necessarily the amount you will receive at the time of "loss" for the described property. Please refer to the Limits Of Insurance and Deductible provisions which follow.

Designation Or Description Of Covered "Autos"		
Vehicle Number	Model Year	Trade Name And Model
See Schedule of Vehicles		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos".

B. For a covered "auto" described in the Schedule, **Physical Damage Coverage – Limit Of Insurance** is replaced by the following:

Limit Of Insurance

The most we will pay for any one "loss" to any one covered "auto" is the least of the following amounts:

1. The actual cash value of the damaged or stolen property as of the time of the "loss";
2. The cost of repairing or replacing the damaged or stolen property with property of like kind and quality; or
3. The Limit Of Insurance shown in the Schedule.

C. Deductible

For each covered "auto", our obligation to pay:

1. The actual cash value of the damaged or stolen property at the time of the "loss" will be reduced by the applicable deductible shown in the Schedule.
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality will be reduced by the applicable deductible shown in the Schedule.
3. The damages for "loss" that would otherwise be payable will be reduced by the applicable deductible shown in the Schedule prior to the application of the Limit Of Insurance shown in the Schedule.

Any Comprehensive Coverage Deductible shown in the Schedule does not apply to "loss" caused by fire or lightning.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TARGET COMMODITIES - RESTRICTED THEFT COVERAGE ENDORSEMENT

This endorsement modifies coverage provided under the following:

MOTOR TRUCK CARGO COVERAGE FORM (Carriers' Liability)
SPECIAL FLOATER COVERAGE FORM

Reduced Theft Limit on Target Commodities

The most we will pay for "loss" caused by or resulting from theft or attempted theft of the following commodities is 10% of the applicable Limit of Insurance, up to a maximum of \$25,000 in any one "loss."

- Alcoholic Beverages (other than beer and wine)
- Athletic/Sports Equipment
- Clothing/Wearing Apparel/Shoes
- Consumer Electronic Accessories (such as but not limited to CD's, DVD's, Software, Memory Storage, Tapes, Film, etc.)
- Consumer Electronics (such as but not limited to Mobile Phones/Tablets and Related Accessories, Computers and Computer Parts, Cameras and Camera Equipment, TV's, Digital Audio and Video Devices, Stereos, Gaming Devices and Games, GPS Devices)
- Copper and Copper Products
- Drugs and Pharmaceuticals
- Explosives and Radioactive Material
- Guns and Ammunition
- Manufactured Tobacco Products
- Perfume
- Seafood and Fish (saltwater and freshwater)
- Tires

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

THEFT FROM "UNATTENDED" VEHICLE EXCLUSION

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO COVERAGE FORM

We will not pay for "Loss" by theft of Covered Property from an "unattended" vehicle which you own or operate while in or within 50 miles of the city limits of the following cities:

Los Angeles, California
Miami, Florida
New York City, New York
Newark, New Jersey
Chicago, Illinois

Definitions

"Unattended" means (a vehicle) without a person on or in the vehicle, whose duty is to safeguard the vehicle and its cargo.

All other policy terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARIJUANA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

A. The following is added to Paragraph 2. Property Not Covered:

"Marijuana".

However, this paragraph does not apply to:

Any "marijuana" that is not designed, manufactured, distributed, sold, served or furnished for bodily:

- a. Ingestion;
- b. Inhalation;
- c. Absorption; or
- d. Consumption.

B. For the purpose of this endorsement, the following definition is added: "Marijuana":

1. Means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

2. Paragraph B.1. above, includes, but is not limited to, any of the following containing such THC or cannabinoid:

- a. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or
- b. Any compound, byproduct, extract, derivative, mixture or combination, such as, but not limited to:
 - (1) Resin, oil or wax;
 - (2) Hash or hemp; or
 - (3) Infused liquid or edible marijuana;

whether derived from any plant or part of any plant set forth in Paragraph B.2.a. above or not.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

- A. Loss Condition B. Appraisal** in the Commercial Inland Marine Conditions is replaced by the following:
- B. Appraisal**
1. If we and you disagree on the value of the property or the amount of loss, either may make written demand, within 60 days after our receipt of a signed, sworn proof of loss, for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree for 15 days upon such umpire, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
 - a. Pay its chosen appraiser; and
 - b. Bear the other expenses of the appraisal and umpire equally.
 2. If there is an appraisal:
 - a. You will still retain your right to bring a legal action against us, subject to the provisions of the Legal Action Against Us Commercial Inland Marine Condition; and
 - b. We will still retain our right to deny the claim.
- B. Paragraph 8. of Loss Condition C. Duties In The Event Of Loss** in the Commercial Inland Marine Conditions is replaced by the following:
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 91 days after our request. We will supply you with the necessary forms.
- C. Paragraph 2. of General Condition C. Legal Action Against Us** in the Commercial Inland Marine Conditions is replaced by the following:
2. The action is brought within two years and one day from the date the cause of action first accrues. A cause of action accrues on the date of the initial breach of our contractual duties as alleged in the action.
- D. Paragraphs A.5.a. and A.5.b. of the Coverage Extensions and Section F. Definitions** in the Equipment Dealers Coverage Form are deleted.