

ROCKLAKE INSURANCE GROUP, INC.  
317 S. STUART PLACE RD  
HARLINGEN, TX 78552

00 700 900999 533972790 93314 4841



KARAM SINGH TRANSPORT INC  
15829 COLE BROOK CT  
BAKERSFIELD, CA 93314-4841

**Date:** 1/27/2026

**Client Policy Number:**  
ESMCR-26-0000006-00

**Insurance Company:**  
Palomar Excess and Surplus Insurance Company

**Policy Period:**  
Effective Date: 1/27/2026  
Expiration Date: 1/27/2027

**Account Number:** C90257  
**Quote Number:** Q197001

## Motor Truck Cargo Policy

for KARAM SINGH TRANSPORT INC

Your Motor Truck Cargo Policy is attached. The policy contains the full and complete agreement with regard to coverage. Please read it carefully. If you do not see a specific coverage, term or condition, it is not covered unless the policy has been endorsed as such. Please contact your agent with specific coverage needs.

If you have any questions or would like additional information, please contact our administration office toll free at 800-716-2559. Our office is open Monday through Friday between 8:00 am and 5:00 pm CST.

Thank you again for allowing us to handle your insurance needs.

Sincerely,

Jacob Stineman  
RockLake Insurance Group, Inc.

**Agent:**  
Amerigo Insurance Agency  
1110 Civic Center Blvd Ste 202D  
Yuba City, CA 95993  
Ph: 530-290-1633, Fax: 530-290-1701

**Claims:**  
The Littleton Group, a Davies company  
PO Box 163627  
Austin, TX 78716-3627  
Email: AUSPalomarclaims@us.davies-group.com  
Phone/Fax: 512-733-5152

C90257 000001272026

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**Account Number:** C90257

**Quote Number:** Q197001

**Agent:**  
Amerigo Insurance Agency

**Customer Service** is available at  
800-716-2559 from 8 am to 5 pm CST if your  
agent is not available to make policy  
changes. Se habla español!

## Motor Truck Cargo Policy

for KARAM SINGH TRANSPORT INC

### Motor Truck Cargo Billing Schedule

#### Policy Billing Summary

Policy Premium	\$1,519.16
Broker Fees	\$258.00
Surplus Lines Tax, Stamping & Fees	\$48.30
<b>Account Total</b>	<b>\$1,825.46</b>

**This is a billing summary only! Do not pay at this time. See billing schedule below for payment details.**

Please refer to the enclosed **Binder Page** for a description of your policy limitations, terms, and conditions. If you do not see a specific coverage, term or condition, it is not covered unless the policy has been endorsed as such. Please contact your agent with specific coverage needs.

### Billing Schedule & Payment Information for Motor Truck Cargo

Payment Option: *Agency Billing*

Bill Date	Description	Total
	<i>Initial Amount Full Premium (Billed: 1/31/2026 Due: 2/28/2026)</i>	\$1,825.46

**Note:** In some cases, the amount actually billed to your account may be different than the amount shown here, as your agent may have chosen third party premium financing. This payment schedule does NOT reflect additional policies you may have purchased.

## Equipment and Driver Schedule

Page 3 of 3

**Named Insured:** KARAM SINGH TRANSPORT INC

**Policy Number:** ESMCR-26-0000006-00

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**Equipment Schedule** Coverage is provided for specifically described equipment scheduled with the insurance company.

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Year	Make	Model	Type	Equip #	VIN #
2021	Freightliner	Cascadia 126	Truck	327585	1FUJHHDR8MLMA4094

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**Driver Schedule** Additional drivers not shown below must be scheduled with the insurance company and added to the policy before operating scheduled equipment.

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Name	DOB	License Number	State	Date Issued	CDL?
SINGH, NIHAL	7/10/2001	554226102	NY	6/2022	Yes

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**SURPLUS LINES**  
**SUPPLEMENTAL DECLARATIONS**

ISSUED DATE: (MM/DD/YYYY)  
1/27/2026

THIS SURPLUS LINES SUPPLEMENTAL DECLARATIONS IS ATTACHED TO AND FORMS PART OF THE PROVISIONS OF THE POLICY AND IS SUBJECT TO THE INSURED'S STATE SURPLUS LINES INSURANCE CODE.

SURPLUS LINES PRODUCER/BROKER AND ADDRESS: RockLake Insurance Group, Inc. 317 S. Stuart Place Rd. Harlingen, TX 78552 956-425-9367	SURPLUS LINES INSURER AND ADDRESS: Palomar Excess and Surplus Insurance Company 3601 W. 76th St. Suite 450 Edina, MN 55435
SURPLUS LINES LICENSE: 0G83984	NAIC NUMBER: 16754
NAMED INSURED AND LOCATION ADDRESS: KARAM SINGH TRANSPORT INC 15829 COLE BROOK CT BAKERSFIELD, CA 93314	POLICY TYPE/INTEREST: Cargo Liability POLICY NUMBER: ESMCR-26-0000006-00 <input checked="" type="checkbox"/> NEW <input type="checkbox"/> RENEWAL POLICY PERIOD: *EFFECTIVE DATE: 1/27/2026 *EXPIRATION DATE: 1/27/2027 *AT 12:01 AM STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.
LOCATION OF RISK (ZIP CODE): 93314	STATE RISK TYPE: <input type="checkbox"/> MULTI STATE RISK <input checked="" type="checkbox"/> SINGLE STATE RISK CA

**PREMIUM, FEES, SURPLUS LINES TAX, STAMPING**

**SPECIAL CONDITIONS**

PREMIUM INFORMATION		<input type="checkbox"/> MONTHLY REPORTING	AMOUNT	SPECIAL CONDITIONS / OTHER COVERAGE INFORMATION:
Premium		\$	\$1,519.16	*
Broker Fee		\$	\$258.00	
Surplus Lines Tax (3.00% CA)		\$	\$45.57	
Stamping (0.18%)		\$	\$2.73	
		\$		
		\$		
		\$		
		\$		
		\$		
INVOICE DATE: 1/31/2026	TOTAL:	\$	\$1,825.46	

**DESCRIPTION OF COVERAGE**

**DESCRIPTION OF RISK / PROPERTY COVERED**

LIMITS OF INSURANCE/DEDUCTIBLE:  INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES, LIMITS OF INSURANCE OR LIABILITY OR AMOUNTS OF INSURANCE AND ENDORSEMENTS SHOWN ON THE POLICY.	DESCRIPTION:  COMMERCIAL TRANSPORTATION OPERATION PER POLICY FORM ATTACHED.
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**SURPLUS LINES NOTICE**

NOTICE TO INSURED:

**CALIFORNIA SURPLUS LINES NOTICE**

SEE ATTACHED SURPLUS LINES NOTICE D-2

**COUNTERSIGNATURE (IN STATES WHERE APPLICABLE)**

COUNTERSIGNED AT: Harlingen TX	DATE: 1/27/2026	AUTHORIZED REPRESENTATIVE: Jacob Stineman
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# CALIFORNIA SURPLUS LINES NOTICE 1 (POST BIND)

## IMPORTANT NOTICE

1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus line” insurers.
2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.
3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.
4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website [www.insurance.ca.gov](http://www.insurance.ca.gov). Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at [www.naic.org](http://www.naic.org). The NAIC - the National Association of Insurance Commissioners - is the regulatory support organization created and governed by the chief insurance regulators in the United States.
5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of

insurance to obtain more information about that insurer. You can find a link to each state from the NAIC internet website: [https://naic.org/state\\_web\\_map.htm](https://naic.org/state_web_map.htm).

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: [www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm](http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm).

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.

**D-2 (Effective January 1, 2020)**

## MOTOR TRUCK CARGO (Carriers' Liability) COVERAGE FORM

### Bills of Lading and Other Written Contracts

The intent of this memo is to inform you, our Insured, of the importance of proper load/shipping documentation so that your insurance policy that contains this Coverage Form can best respond to protect you in the event of loss or damage to cargo.

The coverage provided under this Policy is for your liability for loss or damage to covered property from covered causes, when you are acting as a motor carrier (for hire). 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**.

A bill of lading or other written contract is necessary to define your (contractual) liability for loss to cargo. The Uniform Straight Bill of Lading (of the National Motor Freight Traffic Association) is the industry standard bill of lading. If you issue another bill of lading form and it closely parallels the information contained in the Uniform Straight Bill of Lading, you may benefit from prior interpretation of those time-tested terms and conditions.

Shippers may offer a "shipper's bill of lading" at pick up of a shipment, the terms of which may favor them and may negatively affect you. It is critical to understand the terms and conditions of the bill of lading or other written contract under which you are hauling goods. These "contracts of carriage" outline your contractual liability for loss, whether or not the motor truck cargo policy covers such loss. Below are some of the typical issues that are addressed within a standard bill of lading:

- ◆ Time limitation/requirement for filing claims against the motor carrier.
- ◆ Time limitation/requirement for filing a lawsuit against involved parties.
- ◆ Clarification of the carrier's liability for improperly packaged items.
- ◆ Possible per pound limitations of high valued goods.
- ◆ Protection against delay claims (usually not covered under Motor Truck Cargo policies).
- ◆ Clarification of the carrier's liability (negligence vs. strict liability) if the consignee refuses delivery.
- ◆ Clarification of the carrier's right to salvage or a salvage offset (agreed reduction in claim amount for total loss).

Usually, other written contracts include similar wording, but there is no standard wording to address liability, limitations, consequential damages, delays and salvage. If you are not using the Uniform Straight Bill of Lading, we recommend that an attorney create your written contracts, as they are important legal documents.

Whether or not there is adequate documentation for a shipment can significantly affect whether and how this coverage form responds to a potential loss situation.

**Coverage described above is summarized and subject to meeting underwriting guidelines and to the terms, conditions and exclusions printed on the Policy.**



# Commercial Inland Marine Declarations

## Insuring Agreement

**Named Insured and Mailing Address:** KARAM SINGH TRANSPORT INC  
15829 COLE BROOK CT  
BAKERSFIELD, CA 93314-4841

**Producer No.:** 11010600  
**Producer:** RockLake Insurance Group, Inc.

**Policy Number:** ESMCR-26-0000006-00  
**Effective Date:** 1/27/2026

Issued by the insurance companies indicated below, herein called the Company:

PALOMAR EXCESS & SURPLUS INSURANCE COMPANY

## Policy Period

Insurance is issued by the Company in consideration of payment of the required premium.

This policy is issued for the period 12:01 AM standard time at the Named Insured's mailing address shown above:

From: 1/27/2026 To: 1/27/2027

This Insuring Agreement together with the Premium Summary, Forms and Endorsements List, Declarations, Policy Forms, and Endorsements comprise this policy. Insurance is provided at those locations and for those coverages and Limits of Insurance shown in the Declarations and most recent Statement of Values. Endorsements may contain separate deductibles and limits or sub-limits of insurance.

Certain words and phrases in this policy have specific meaning. The meaning of such words and phrases are found in the Definitions. Definitions that apply to individual forms or endorsements will be noted in those forms and endorsements. These definitions apply to the entire policy and any endorsements to it. Titles of the various paragraphs of this policy and of endorsements attached to the policy are inserted solely for convenience or reference and shall not be deemed in any way to limit or affect provisions to which they relate.

You are presumed to have actually read this policy and understood its terms, whether this is the first policy year or a renewal of a prior policy. Please review the entire policy immediately and contact us or your agent or broker with any questions you may have.



## Premium Summary

### Premium Payment

The first Named Insured shown in the declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

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In return for the payment of the premium and subject to all the terms and conditions of the policy, we agree with you to provide the insurance as stated in the policy. The premium is due and payable at inception.

COMMERCIAL INLAND MARINE COVERAGE	PREMIUM
<b>Motor Truck Cargo Carrier's Liability</b>	
Policy Premium	\$ 1,519.16
Terrorism	\$ INCLUDED
<b>Total Premium</b>	<b>\$ 1,825.46</b>



## Forms and Endorsements

Named Insured: KARAM SINGH TRANSPORT INC

Policy Number: ESMCR-26-0000006-00

Effective Date: 1/27/2026

The following policy forms and endorsements have been attached to and made a part of the policy.

FORM NAME	FORM NUMBER
Motor Truck Cargo Coverage Memo	PLMR MTC MEMO V20_07
Declaration Page	PLMR MTC DEC V22
Motor Truck Cargo Coverage Form	PLMR MTC 0001 V22
Driver Criteria Conditions Endorsement	DCCE PALO 05 23
UNDECLARED DRIVER EXCLUSION	PLMR UDE 04 25
Spoilage or Freezing Endorsement	PLMR MTC 0006 V20_07
Detached Trailer Exclusion	PLMR MTC 0018 V21
Flat Bed Property Not Covered	PLMR MTC 0020 V20_07
Additional Coverages Plus Endorsement	PLMR MTC 0025 V20_07
Pollutant Clean Up and Removal	PLMR MTC 0026 V20_07
Minimum Earned Premium Clause	PESIC MTC 0001
Common Policy Conditions	IL 00 01 01 07
Commercial Inland Marine Conditions	CM 00 01 09 04
Important Notice - In Witness Clause	PESIC-Signature/Witness V21_05
Service of Suit Clause	PESIC - SOS V20_09
Terrorism Premium Disclosure	IL 09 85 - 12 20
Cap on Losses from Terrorism	IL 09 52 - 01 15
Exclusion on Certain Computer Related Losses	IL 09 35 - 07 02
OFAC	PSIC-OFAC
Privacy Policy Statement	ROCKLAKE PPS
Claims Reporting	PESIC-CLAIMS



## Motor Truck Cargo Coverage Form Declarations (Carrier's Liability)

### Limits of Insurance

The most we will pay is:

\$100,000 in any one "loss" but not more than:

\$100,000 on any one vehicle while in "transit"

**DEDUCTIBLE AMOUNT: \$2,500**

*(Diminishing Deductible Applies)*

*(Additional deductibles may apply for Optional Coverages - See below)*

SCHEDULED MOTOR VEHICLE POLICY (applies only when indicated by )

Premium Per Unit: \$1,567.46

Model Year	Manufacturer	VIN Number
2021	Freightliner Cascadia 126	1FUJHHDR8MLMA4094



The Additional Coverages listed below are separate additional Limits of Insurance if a dollar limit is specified for the Additional Coverage (The deductible shown above does not apply to these Additional Coverages):

Additional Coverages	Limits of Insurance
<b>Earned Freight Charges</b>	\$2,500
<b>Debris Removal</b>	10% of Limit of Insurance for direct physical "loss" to Covered Property, up to a maximum of \$5000
<b>Reloading Expense</b>	\$5,000

The Optional Coverages listed below are separate additional Limits of Insurance if a dollar limit is specified for the Optional Coverage or indicated as "Included":

Optional Coverages	Limit of Insurance
<b>Spoilage / Freezing</b>	
Spoilage / Freezing Deductible ( <i>Diminishing Deductible Applies</i> )	\$ 2,500
<b>MTC Additional Coverages Plus Endorsement:</b>	
Blanket for Debris Removal, Reloading, Towing, Traffic Control & Security	\$ 25,000
Earned Freight	\$ 10,000
Fire Department Service Charge	\$ 25,000
Reward Coverage	\$ 2,500
Loss Data Preparation Coverage	\$ 1,000
<b>Pollution Clean Up and Removal Coverage</b>	\$
<b>Non-Owned Trailer / Container Coverage</b>	
For any one "loss" but not more than	\$ N/A
On any one trailer or "intermodal" container	\$ N/A

# 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" or "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 while you are under a written lease agreement with a motor carrier and operating under that motor carrier's authority, property of others that you accept for transportation on behalf of that motor carrier and which is accepted under a motor carrier's tariff, bill of lading or other written contract to which the motor carrier is a party.

We cover property only while it is:

- a. contained in or on a land vehicle while in "transit" and/or during "loading" and "unloading"

### 2. Property Not Covered

Covered Property does not include:

- a. accounts, bills, blueprints, 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.
- j. "Marijuana"

### 3. Covered Causes of Loss

Covered Causes of Loss means while you are under a written lease agreement with a motor carrier and operating under that motor carrier's authority, legal liability that you assume in a written lease agreement with that motor carrier, to reimburse or indemnify that motor carrier for Direct Physical Loss to Covered Property, while in your care custody or control, 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 listed on the Declarations.

#### b. Debris Removal

- i. 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.
- ii. The most we will pay under this coverage is listed on the Declarations. The maximum is for the sum of all such expenses for each occurrence.

#### 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 listed on the Declarations.

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

- i. extract "pollutants" from land or water; or
- ii. 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

- i. Any weapon employing atomic fission or fusion; or
- ii. Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

- c. **War and Military Action**
    - i. War, including undeclared or civil war;
    - ii. 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
    - iii. 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):
      - i. acting alone or in collusion with others;
      - ii. 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:
    - i. the Covered Property is completely and securely covered with a waterproof tarpaulin; and
    - ii. 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 the applicable Limit of Insurance.

The Deductible amount(s) shown in the Declarations will decrease by 25% at each renewal date, beginning with the first renewal date of this policy and each policy year thereafter in which you do not have a "loss" covered by this insurance policy that results in payment by us, until the deductible amount(s) is / are \$0.

Should you incur a "loss" covered by this insurance policy that results in a payment by us, immediately following any such "loss", the deductible(s) will be reinstated to the amount(s) shown in the Declarations or the deductible amounts(s) subsequently endorsed on the Policy that were applicable to your Motor Truck Cargo Coverage(s).

## 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:

- 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" and mileage 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. Scheduled Motor Vehicles (applies if indicated on Declarations).**

- a. We will pay for "loss" to Covered Property from a Covered Cause of Loss only if such "loss" occurs while Covered Property is in "transit"
  - i. in or on a motor vehicle (truck or tractor) listed on Declarations, or
  - ii. in or on a trailer (trailer includes container on a chassis type vehicle) used with and to be pulled by a motor vehicle listed on Declarations, or
  - iii. while "loading" or "unloading" a motor vehicle listed on Declarations or trailers used with and to be pulled by a motor vehicle listed on Declarations,

and is otherwise covered by the Motor Truck Cargo Coverage Form.

This does not change any coverage provided by A.1.b at premises scheduled.

b. Additionally Acquired Motor Vehicles

- i. The Schedule of Motor Vehicles on Declarations includes the following other motor vehicles for a period not exceeding 30 days from the date acquired:
  - a) Any similar motor vehicle that you acquire after the policy inception date by purchase or a long-term lease (of at least 12 months)
  - b) Any motor vehicle that is a substitute for a motor vehicle scheduled on Declarations, when the scheduled motor vehicle is being withdrawn from service because of accident, breakdown, repair, loss or damage to or sale of the motor vehicle.

All such motor vehicles must be reported to us within the 30-day coverage period and for newly leased or purchased motor vehicles, premium paid from the date acquired.

If you fail to report a newly acquired motor vehicle within the 30-day period, coverage does not and will not apply to "loss" to Covered Property in or on (and during "loading" or "unloading" of) such unreported vehicle and any trailer used with/pulled by such motor vehicle.

c. Limits of Insurance

The most we will pay for loss of damage to Covered Property in or on:

- i. Any newly purchased or leased motor vehicle (including a trailer used with and to be pulled by such motor vehicle) is the largest Limit of Insurance shown above for any one scheduled motor vehicle;
- ii. Any substitute motor vehicle (including a trailer used with and to be pulled by such motor vehicle) is the Limit of Insurance shown on Declarations for the scheduled motor vehicle that was withdrawn from service.

**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.

**"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 transportation, 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.

**"Marijuana"** 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. This includes, but is not limited to, any of the following containing such THC or cannabinoid:

1. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or
2. Any compound, byproduct, extract, derivative, mixture or combination, such as, but not limited to:
  - a. Resin, oil or wax;
  - b. Hash or hemp; or
  - c. Infused liquid or edible marijuana; whether derived from any plant or part of any plant set forth in item 1 above or not.

## DRIVER CRITERIA CONDITIONS ENDORSEMENT

Notwithstanding anything contained in the Policy to which this Endorsement is attached to the contrary, this Insurance shall not indemnify the Insured for loss or damage to any Automobile and/or lawful cargo as insured by and otherwise recoverable under this Policy unless the Automobile is driven or operated by or under the care, custody or control or such cargo is transported by a driver who at inception of this Policy or at the date of hire, **whichever is the later, provides documented evidence of an MVR not more than 60 days old or not older than the date of loss if the driver is involved in a claim showing that they:**

1. Are aged between (minimum) twenty-three (23) and (maximum) seventy (70) years of age.
2. Have a minimum one (1) year (twelve (12) consecutive months) of Commercial Driver's License experience, at the time of policy inception or date of hire, whichever is the later, driving same type of equipment to that insured under this Policy.
3. Have a current valid driver's license to operate the vehicle per state law.
4. Have no more than three (1) Moving Violations, as defined below, in the past thirty-six (36) months.
5. Have no At Fault accident in the past thirty-six (36) months.
6. Drivers must not have any Major Violations, as defined below.

**UNDERWRITERS MAINTAIN THE RIGHT TO DECLINE ANY CLAIM WHERE THE DRIVER DOES NOT MEET THE ABOVE DRIVER CRITERIA.**

For the purpose of this Endorsement, the following definitions shall apply:

### **Violation(s):**

Violation(s) means conviction(s).

### **Major Violation(s):**

- Driving Under the Influence / Driving While Intoxicated (DUI/DWI/BAC)
- Any Drug Related Violation
- Refusal to submit to a Drug or Alcohol Test
- Careless, Reckless or Negligent Driving
- Speeding Contest or Drag Racing
- Hit & Run
- Fleeing or Eluding Police
- False Report, Statement or Fraud
- Failure to stop or report an accident
- Operating Vehicle without Owner's Authority
- Felony Conviction or Criminal Negligence
- Driving While License Suspended, Revoked or Cancelled
- Homicide, Manslaughter or Assault using a vehicle

### **Moving Violation(s):**

All Moving Violations other than Major Violations listed above are considered Minor Violations.

All other terms and conditions remain unaltered.

## UNDECLARED DRIVER EXCLUSION

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

**This endorsement modifies insurance provided under the Palomar Motor Truck Cargo Policy Form PLMR MTC 0001 V22.**

The following is added to section **B. Exclusions:**

This insurance does not apply to any "loss" involving a "vehicle" while being driven or operated by or under the care, custody or control of any "undeclared driver".

The following is added to section **F. Definitions:**

**"Undeclared driver"** means any driver not listed on the Driver Schedule.

**"Vehicle"** means any transporting conveyance such as a truck, tractor, trailer (trailer includes container on a chassis type vehicle), semi-trailer, dolly, or auxiliary wheels combined, or any combination of these.

The following is added to section **E. Additional Conditions:**

### **Driver Reporting**

It is a condition precedent for coverage under the policy that you report all drivers to the company at or before the inception date of the policy or within 48 hours of hiring.

Failure to report the driver within the specified time period will result in the denial of coverage for a loss involving a covered "vehicle" which they are driving or operating or is under their care, custody or control.

All reported drivers are subject to the Driver Criteria Conditions Endorsement DCCE PALO 05 23.

All other policy terms and conditions remain unchanged.

PLMR UDE 04 25



## SPOILAGE OR FREEZING ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### MOTOR TRUCK CARGO COVERAGE FORM (Carriers' Liability)

Section **A.4. Additional Coverages** is amended to include the following:

**d. Spoilage or Freezing**

We will pay for "loss" to Covered Property caused by spoilage or freezing due to mechanical or electrical breakdown of refrigeration or heating equipment, while on vehicles you own or operate, subject to the following additional conditions:

We will not pay for spoilage or freezing due to:

- i. lack of fuel required to operate refrigeration or heating equipment;
- ii. disconnecting or unplugging of refrigeration or heating equipment or termination of power by turning off switches or similar devices;
- iii. failure to perform "maintenance" of your owned or leased cooling or heating equipment according to manufacturer's recommended schedule.

**di. Deductible**

We will pay the adjusted "loss" covered by this Additional Coverage in any one occurrence which is in excess of the deductible amount listed on the Declarations, up to the applicable Limit of Insurance.

**di. "Maintenance" means:**

- i. inspection of cooling and heating equipment by you or your qualified representative at least once every 30 days;
- ii. repair or replacement of equipment as recommended by manufacturers' specifications or in the absence of such specifications, following sound industry practice;
- iii. recording of maintenance activities. These records will be available to us upon request.

*All other terms and conditions remain unchanged*

## Detached Trailer Exclusion Endorsement

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

This endorsement modifies insurance provided under the following:

### Motor Truck Cargo Coverage Form (Carriers' Liability)

The following is added to section B. Exclusions:

We will not pay for "loss" to Covered Property in or on a "detached" trailer or "detached" "intermodal" container. Also, if the trailer or container is Covered Property, we will not pay for "loss" to such trailer or "intermodal" container when it is "detached."

The following is added to section F. Definitions:

"Detached" means:

1. A trailer that is not physically connected to a truck/tractor; or
2. A container chassis that is not physically connected to a truck/tractor.

The physical connection referred to above is the connection required to the truck or tractor to pull the trailer or container chassis in the normal course of transportation over the road.

This endorsement does not apply to Covered Property at a location listed on the Declarations, Limits of Insurance.

*All other terms and conditions remain unchanged*



## FLAT BED, DROP DECK/LOW BOY CARGO PROPERTY NOT COVERED ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### **MOTOR TRUCK CARGO COVERAGE FORM (Carriers' Liability)**

The following is added to section **A. Coverage**, paragraph **2. Property Not Covered**:

- j. Oversize shipments (conveyance and/or cargo exceeds 8 feet 6 inches width and/or exceeds 13 feet 6 inches in height from the road surface);
- k. Overweight shipments (conveyance, including the power unit, and cargo exceed 80,000 pounds gross weight);
- l. Aircraft engines (whether or not intended to be used to power aircraft);
- m. Mobile homes and manufactured housing;
- n. Printing presses, precision machinery or medical equipment;
- o. Turbines and transformers;
- p. Watercraft.

*All other terms and conditions remain unchanged*



## ADDITIONAL COVERAGES PLUS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### MOTOR TRUCK CARGO COVERAGE FORM (Carriers' Liability)

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 listed on the Declarations.

**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:

- i. extract "pollutants" from land or water;
- ii. 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, dislocated, 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 listed on the Declarations.

##### 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 Covered Cause of Loss. The most we will pay for Fire Department Service charges in any one occurrence is listed on the Declarations.

##### d. Reward Coverage

We will reimburse you up to the amount listed on the Declarations 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 the amount listed on the Declarations 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*

## POLLUTANT CLEAN UP AND REMOVAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### MOTOR TRUCK CARGO COVERAGE FORM (Carriers' Liability)

**A. Coverage, 4. Additional Coverages** is amended to include the following:

**d. Pollutant Clean Up and Removal**

We will pay your expenses to extract "pollutants" from land or water if the release, discharge or dispersal of the "pollutants" is caused by or results from a Covered Cause of Loss to Covered Property that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

- i. the date of direct physical "loss"; or
- ii. the end of the policy period.

The most we will pay under this Additional Coverage is listed on the Declarations for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12month period of this policy.

*All other terms and conditions remain unchanged*

## Minimum Earned Premium Clause

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

In the event of cancellation of this policy by the assured, a minimum premium of **25%** as of inception shall become earned; any conditions of the policy to the contrary notwithstanding.

Failure of the assured to make timely payment of premium shall be considered as a request by the assured for the underwriters to cancel this policy. In the event of such cancellation by the underwriters for non-payment of premium the minimum premium shall be due and payable; provided however, such non-payment cancellation shall be rescinded if the assured remits the full premium within 10 days of receiving notice of it.

In the event of any other cancellation by the underwriters, the earned premium shall be computed pro-rata, not subject to the minimum premium.

*All other terms and conditions remain unchanged*



## 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 consent 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 respe



## COMMERCIAL INLAND MARINE CONDITIONS

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

### LOSS CONDITIONS

#### A. Abandonment

There can be no abandonment of any property to us.

#### B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand 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, 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:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

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

#### C. Duties in The Event of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

**D. Insurance Under Two or More Coverages**

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

**E. Loss Payment**

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
  - a. We have reached agreement with you on the amount of the loss; or
  - b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.

**F. Other Insurance**

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

**G. Pair, Sets or Parts****1. Pair or Set**

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

**2. Parts**

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

**H. Recovered Property**

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

**I. Reinstatement of Limit After Loss**

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will re-fund the unearned premium on that item.

**J. Transfer of Rights of Recovery Against Others to Us**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do



everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
  - a. Someone insured by this insurance; or
  - b. A business firm:
    - i. Owned or controlled by you; or
    - ii. That owns or controls you. This will not restrict your insurance.

## GENERAL CONDITIONS

### A. Concealment, Misrepresentation or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

### B. Control of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

### C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

### D. No Benefit to Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

### E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

### F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;
2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.



## PALOMAR EXCESS AND SURPLUS INSURANCE COMPANY

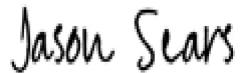
### Important Notice – In Witness Clause

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHERE OF, this Company has executed and attested these presents and, where required by law, has caused the policy to be countersigned by its duly Authorized Representative.



PESIC PRESIDENT



PESIC SECRETARY

#### QUESTIONS REGARDING YOUR INSURANCE?

Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance, contact the following (please have your policy or claim number available):

Palomar Excess and Surplus Insurance Company Customer Service  
3601 W. 76th Street, Suite 450  
Edina, MN 55435  
619-567-5290



## PALOMAR EXCESS AND SURPLUS INSURANCE COMPANY SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of this Company to pay any amount claimed to be due hereunder this Company will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court. However, nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or any state. In any suit instituted against us upon this Policy, we will abide by the final decision of such court or any appellate court in the event of any appeal.

It is agreed that service of process in any suit may be made upon:

**Palomar Excess and Surplus Insurance Company**  
Attn: President  
3601 W. 76th Street, Suite 450  
Edina, MN 55435

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

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

## DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

### SCHEDULE

SCHEDULE – PART I	
<b>Terrorism Premium (Certified Acts)</b>	<b>\$0</b>
This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):	
Additional information, if any, concerning the terrorism premium:	
SCHEDULE – PART II	
<b>Federal share of terrorism losses</b>	<b>80 %</b>
(Refer to Paragraph B. in this endorsement.)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$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 losses 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.

# CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BOILER AND MACHINERY COVERAGE PART**  
**COMMERCIAL INLAND MARINE COVERAGE PART**  
**COMMERCIAL PROPERTY COVERAGE PART**  
**EQUIPMENT BREAKDOWN COVERAGE PART**  
**FARM COVERAGE PART**  
**STANDARD PROPERTY POLICY**

## A. Cap on Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$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 losses 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.

## B. Application of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War and Military Action Exclusion.



## EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 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:
  - i. Computer hardware, including microprocessors;
  - ii. Computer application software;
  - iii. Computer operating systems and related software;
  - iv. Computer networks;
  - v. Microprocessors (computer chips) not part of any computer system; or
  - vi. 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 In-land 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.

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC.  
**Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- ◆ Foreign agents;
- ◆ Front organizations;
- ◆ Terrorists;
- ◆ Terrorist organizations; and
- ◆ Narcotics traffickers.

As "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

# PRIVACY POLICY STATEMENT

## ROCKLAKE INSURANCE GROUP INC.

RockLake Insurance Group, Inc. wants you to know how we protect the confidentiality of your non-public personal information as well as how and why we use and disclose the information we have about you. "Non-Public Personal Information" for purposes herein means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with you. The following describes our policies and practices for securing the privacy of our current and former customers. We may amend our privacy policy from time to time consistent with applicable privacy laws.

### INFORMATION WE COLLECT

The non-public personal information that we collect includes, but is not limited to:

- Information contained in applications or other forms that you and/or your authorized representatives submit to us, such as Applicant Name, Applicant DBA, Applicant Mailing Address, Applicant Garaging Address, Applicant Email Address, Applicant Phone number, Applicant Federal ID #, Business Owner Name, Driver Names, Driver DOB, Driver License Number, Motor Vehicle Report (MVR) and Equipment VIN.
- Information we obtain from you and others in connection with insurance coverage we issue to you, including but not limited to, information about your transactions with our affiliates or other third parties, such as Loss Information and Payment History.
- Information we receive from insurance support organizations and consumer or other reporting agencies related to your Insurability. Information obtained from a report prepared by an insurance support organization may be retained by the insurance support organization and disclosed to other persons or Government Agencies as necessary in the function of our normal insurance operation.

### REASONS WE CAN DISCLOSE YOUR PERSONAL INFORMATION

We do not disclose personal information about current or former customers to anyone, except as permitted by law. We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

We may disclose some or all of the personal information that we collect about you to companies that perform services or functions on our behalf only in the course of acquiring insurance coverage or managing insurance coverage for you.

Our contractual agreements prohibit these third parties from disclosing or using your personal information other than to carry out the purposes for which we disclosed the information. We may disclose your personal information to affiliates, including insurance companies, or third parties, including insurance salespeople or insurance providers, when it is necessary to provide products and services you request or as otherwise permitted under applicable law. We may disclose information when the law requires or permits us to do so such as law enforcement and state regulatory agencies.

## **CONFIDENTIALITY AND SECURITY**

We maintain physical, electronic and administrative safeguards designed to protect your personal information from unauthorized access. We limit access to your personal information to those employees and/or third parties who need such access in connection with providing products or services to you. We do NOT sell Private Consumer Information.

## **RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION**

As required by applicable law, we will afford you the right to:

1. Access your personal information;
2. Find out to whom your personal information has been disclosed; and
3. Request correction of your personal information.

Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such request. All requests must be made in writing to the Privacy Compliance Officer at the following address:

ATTN: Privacy Compliance Officer  
RockLake Insurance Group Inc.  
317 South Stuart Place Road  
Harlingen TX. 78552

Email to [PPCO@rlig.com](mailto:PPCO@rlig.com)  
Phone# 1-800-716-2559

## **CONTACTING US**

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy by contacted RockLake Insurance Group Inc. You can also contact the agent or broker who handled this insurance. A consumer has the right to make Private Information Disclosure requests without concern of facing discrimination of any kind.



## Palomar Excess and Surplus Insurance Company National Cargo Unit

3601 w. 76th Street, Suite 450  
Edina, MN 55435  
Email: [mtc@palomarspecialty.com](mailto:mtc@palomarspecialty.com)

### Claim Reporting Procedures

Phone: 888-271-2119  
Fax: 888-271-2119  
Email: [AUSPalomarclaims@us.davies-group.com](mailto:AUSPalomarclaims@us.davies-group.com)  
Mail: The Littleton Group, A Davies Company  
P.O. Box 163627  
Austin, TX 78716  
Website: [www.palomarspecialty.com](http://www.palomarspecialty.com) / [www.littletongroup.com](http://www.littletongroup.com)

To expedite the handling of your claim please provide the following information:

1. Named Insured:
2. Policy Number:

The Littleton Group Intake Center will review all claims notices upon receipt and assign to the appropriate claims office. A claim acknowledgement will then be transmitted to the designated individuals notifying them of your claim number and the adjuster assigned to the claim.

Things to remember when dealing with Motor Truck Cargo claims:

- ◆ **Timely Reporting:** The sooner we can get the claim, the better our chances of being able to fully investigate to protect all parties. Prompt reporting allows us to better mitigate the loss by recovering more through salvage and subrogation, and limit storage bills. Please don't wait for invoices, police reports, etc. Report it now and we will get the remaining information later.
- ◆ **Written Records:** This insured must keep **written records**. The policy provides coverage only for property accepted under a **'bill of lading or other written contract'**. The insured must be able to document that they were hauling the load under a written contract and not a handshake.
- ◆ **Parties Reporting Claims:** The insured, not the claimant or the freight broker, must report the claim to their agent or The Littleton Group directly. If we receive a claim from a 3rd party, we will call the insured to verify that they want to present a claim under their policy. We will not set up a cargo claim unless authorized by the insured. If a 3rd party reports to the agent, the agent should check with the insured before submitting to us. We encourage the reporting of any claim, even if the insured doesn't believe they are liable for a loss. It is usually in their best interest to let us investigate and review the fact while they are fresh.