

Policy Number: 9300111228-01

One GEICO Blvd.
Fredericksburg, VA 22412

JALAL 08 FREIGHT INC
7112 ESTES DRIVE
INDIANAPOLIS, IN 46239

Dear Policyholder,

Thank you for choosing GEICO for your Business Automobile Insurance needs.

It is important you review any enclosed notices, additional coverage options, and any requests for information that we need to receive from you.

We have provided you with important policy information and documents that should be kept in a safe, convenient place so you may refer to it when necessary.

If you have a loss or need to report a claim, we are available 24 hours a day at 1-866-509-9444.

Thank you for trusting GEICO to provide the quality service your business deserves.

Sincerely,



Christopher J. Nowack
Secretary



Todd A. Combs
President

INDIANA INFORMATION AND OPTION FORM

UNINSURED MOTORIST (UM) AND UNDERINSURED MOTORIST (UIM) COVERAGE



Indiana law requires insurers to include UM and UIM coverages unless a named insured rejects one or both of the coverages or selects limits not equal to the Bodily Injury Liability limits stated in your policy in writing. Unless you reject or select lower limits of UM and UIM coverages, UM will be included with limits equal to the Bodily Injury liability limits on your policy and UIM will be included with limits equal to the greater of \$50,000 or the Bodily Injury liability limits on your policy. The selection or rejection of UM and/or UIM coverage will be valid for all insureds on your policy. If you would like to reject or select lower limits for one or both of these coverages, please check the appropriate box(es) below and confirm your selections by signing, dating and returning this form to us.

Uninsured Motorist (UM) coverage is for the protection of persons insured under the policy who are legally entitled to recover damages for bodily injury, sickness, disease, including death, from owners or operators of uninsured motor vehicles. The extent to which you may recover under this coverage is the difference between the amount of your damages and any amounts paid to you on behalf of the uninsured motorist, up to your UM limits.

UNINSURED MOTORIST BODILY INJURY (UM)

I **reject** Uninsured Motorist coverage entirely and understand that this rejection applies to all vehicles on my policy.

I **select** lower limits of Uninsured Motorist Coverage than the Bodily Injury Liability Limits stated in my policy.

\$100,000

\$300,000

\$500,000

\$750,000

\$1,000,000

Underinsured Motorist (UIM) coverage comes into effect after the limits of all liability bonds and insurance policies applicable at the time of the accident have been exhausted. The extent to which the injured insured can collect is the difference between the total damages sustained by the insured and the amount paid by or on behalf of the underinsured motorist, but in no event more than your UIM limits.

UNDERINSURED MOTORIST BODILY INJURY (UIM)

I **reject** Underinsured Motorist coverage entirely and understand that this rejection applies to all vehicles on my policy.

I **select** lower limits of Underinsured Motorist Coverage than the Bodily Injury Liability Limits stated in my policy.

\$100,000

\$300,000

\$500,000

\$750,000

\$1,000,000

SEE REVERSE SIDE

Uninsured Motorist Property Damage (UMPD) is not available without UM coverage. It provides protection for damage to the insured motor vehicle when the insured is legally entitled to collect from an uninsured motorist for damages to the vehicle or property. The owner or operator of the other vehicle must be identified for there to be coverage under UMPD.

UNINSURED MOTORIST PROPERTY DAMAGE (SPLIT LIMIT)

1. Split Limits

- a. For policies that carry split limits, your UMPD coverage will be provided equal to the limits issued for UM coverage unless another selection has been made on this form. If you would like to increase your coverage, up to but not exceeding your Property Damage liability limit, or if you wish to reject the coverage entirely, please indicate your selection below and confirm your selection by signing, dating and returning this form to us.

_____ I **reject** Uninsured Motorist Property Damage coverage entirely and understand that this rejection applies to all vehicles on my policy.

_____ \$25,000

_____ \$50,000

_____ \$100,000

UNINSURED MOTORIST PROPERTY DAMAGE (COMBINED SINGLE LIMIT)

2. Combined Single Limit

- a. For policies that carry a combined single limit, UMPD is automatically included at a limit equal to the Combined Single Limit for liability coverage, but the coverage can be rejected. If you wish to reject the coverage entirely, please indicate your selection below and confirm your selection by signing, dating and returning this form to us.

_____ I **reject** Uninsured Motorist Property Damage coverage entirely and understand that this rejection applies to all vehicles on my policy.

Uninsured Motorist, Underinsured Motorist, and Uninsured Motorist Property Damage coverages have been explained to me. I understand that each of the options I select will apply to any renewal, reinstatement, substitute, amended, altered, modified, transfer or replacement policies with this company unless I notify you otherwise in writing.

For questions regarding your policy, please contact GEICO at 1-855-717-4841 .

TO BE SIGNED BY A NAMED INSURED

A rejection of **UM/UIM/UMPD** coverage by a named insured is a rejection on behalf of all other named insureds, all other insureds, and all other persons entitled to coverage under the policy. I understand that the coverage selection or rejection indicated above shall be effective day after receipt by GEICO.



 Print Name (Named Insured)

 Signature (Named Insured)

 Policy Number

 Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN PROTECTION COVERAGE FORM
FARM PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

- A.** When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.
- B. The Transfer Of Your Rights And Duties Under This Policy** Condition is replaced by the following:
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:
1. 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.
 2. For a loss or damage incurred after June 30, 2025, each transferee who has acquired or received, through a transfer on death deed, an individual named insured's insurable interest in the property of the deceased covered under this policy at the time of death. Each transferee will be assigned that individual named insured's rights and duties under this policy, but only with respect to that property, and will be covered under this policy for a period of up to 60 days immediately following the death of the individual named insured.
- a.** If this policy expires less than 60 days after the death of the individual named insured, coverage for a transferee continues as provided in **(1)** or **(2)** below, whichever is later:
- (1)** For 30 days after the death of the individual named insured; or
 - (2)** Until the policy expiration date.
- b.** If a transferee obtains a policy insuring the property the transferee acquired, coverage under this policy will no longer apply to that transferee once that policy becomes effective.
- Coverage during the period of time after the death of the individual named insured is subject to all provisions of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE 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 COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 2., 3. and 6. of the Cancellation Common Policy Condition are replaced by the following:

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 45 days before the effective date of cancellation if:
 - (a) There has been a substantial change in the scale of risk covered by this policy;

- (b) Reinsurance of the risk associated with this policy has been cancelled; or
 - (c) You have failed to comply with reasonable safety recommendations.
 - 3. We will mail our notice to the first Named Insured's last mailing address known to us.
 - 6. Proof of mailing will be sufficient proof of notice.
- B.** With respect to all Coverage Parts addressed in this endorsement other than the Crime and Fidelity Coverage Part, the following is added to the Common Policy Conditions and supersedes any provision to the contrary.

Nonrenewal

- 1. Except as provided in Paragraph **B.2.** of this endorsement, if we elect not to renew this policy, we will mail to the first Named Insured written notice of nonrenewal at least 45 days before:
 - a. The expiration date of this policy, if the policy is written for a term of one year or less; or
 - b. The anniversary date of this policy, if the policy is written for a term of more than one year.
- 2. If we elect not to renew coverage provided to a municipality, as defined by Indiana law, or county entity, we will mail to the first Named Insured written notice of nonrenewal at least 60 days before the anniversary date of this policy.
- 3. We will mail our notice to the first Named Insured's last mailing address known to us. Proof of mailing will be sufficient proof of notice.

- C.** With respect to the Crime And Fidelity Coverage Part, if this policy includes either the Government Crime Coverage Form or the Kidnap/Ransom And Extortion Coverage Form, the following is added to the Common Policy Conditions and supersedes any provision to the contrary.

Nonrenewal

- 1. Except as provided in Paragraph **C.2.** of this endorsement, if we elect not to renew this policy, we will mail to the first Named Insured written notice of nonrenewal at least 45 days before:
 - a. The expiration date of this policy, if the policy is written for a term of one year or less; or

- b. The anniversary date of this policy, if the policy is written for a term of more than one year.
 - 2. If we elect not to renew coverage provided to a municipality, as defined by Indiana law, or county entity, we will mail to the first Named Insured written notice of nonrenewal at least 60 days before the anniversary date of this policy.
 - 3. We will mail our notice to the first Named Insured's last mailing address known to us. Proof of mailing will be sufficient proof of notice.
- D.** With respect to the Crime And Fidelity Coverage Part, if this policy does not include the Government Crime Coverage Form or the Kidnap/Ransom And Extortion Coverage Form, the following is added to the Common Policy Conditions and supersedes any provision to the contrary.

Nonrenewal

- 1. If we elect not to renew this policy, we will mail to the first Named Insured written notice of nonrenewal at least 45 days before:
 - a. The expiration date of this policy, if the policy is written for a term of one year or less; or
 - b. The anniversary date of this policy, if the policy is written for a term of more than one year.



Schedule Of Forms and Endorsements

GEICO Marine Insurance Company

Agent Name and Address:

AMERIGO INSURANCE AGENCY
 1110 CIVIC CENTER BLVD STE 202D
 YUBA CITY, CA 95993
 (530) 290-1633

Policy Number: 9300111228-01

Policy Period:

02-08-2026 through 02-08-2027
 Your coverage begins and ends at 12:01am Standard Time at the address of the named insured.

Named Insured and Mailing Address:

JALAL 08 FREIGHT INC
 7112 ESTES DRIVE
 INDIANAPOLIS, IN 46239

SCHEDULE OF FORMS AND ENDORSEMENTS

COMMON POLICY FORMS AND ENDORSEMENTS		
FORM NUMBER	EDITION DATE	TITLE
RNGEN	03 17	WELCOME/RENEWAL LETTER
B316IN	08 24	INDIANA INFORMATION AND OPTION FORM
IL 12 11	07 24	INDIANA CHANGES – TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY
IL 02 72	07 24	INDIANA CHANGES - CANCELLATION AND NONRENEWAL
AUTOMOBILE FORMS AND ENDORSEMENTS		
FORM NUMBER	EDITION DATE	TITLE
ACOMM DEC	06 24	DECLARATIONS PAGE
B126	04 23	SINGLE DEDUCTIBLE - PHYSICAL DAMAGE
B4803	02 23	ABUSE OR MOLESTATION EXCLUSION
B5056	08 23	ELIMINATION OF WORLDWIDE COVERAGE
B56PCA	10 20	PRIVACY NOTICE
BA 99 28	06 22	STATED AMOUNT INSURANCE
BA88	03 23	VEHICLE SHARING PROGRAM EXCLUSION
BA52CW	12 23	BUSINESS AUTO POLICY AMENDMENT PHYSICAL DAMAGE COVERAGE AND BUSINESS AUTO CONDITIONS
BA6	11 22	6 MONTH AUDIT
BAFEE	02 25	DISCLOSURE NOTICE OF FEES
BATSUBPHY	07 24	TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE
BAVEHDEC 2	06 24	COVERAGE FOR VEHICLES LISTED ON THE DECLARATIONS
CA 04 55	12 23	COMMUNICABLE DISEASE EXCLUSION FOR COVERED AUTOS LIABILITY EXPOSURE
CA 21 44	12 15	INDIANA UNINSURED MOTORISTS COVERAGE
CA 23 84	10 13	EXCLUSION OF TERRORISM
CA 23 85	10 13	EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM
CA 31 16	12 15	INDIANA UNDERINSURED MOTORISTS COVERAGE
MTCCE	06 24	MOTOR TRUCK CARGO COVERAGE ENDORSEMENT

12CC-01930011122813C3C000676



Business Auto Declaration

This is a description of your coverage.
Please retain for your records.

GEICO Marine Insurance Company

ITEM ONE

Agent Name and Address:

AMERIGO INSURANCE AGENCY
1110 CIVIC CENTER BLVD STE 202D
YUBA CITY, CA 95993
(530) 290-1633

Policy Number: 9300111228-01

Policy Period:

02-08-2026 through 02-08-2027
Your coverage begins and ends at 12:01am
Standard Time at the address of the named insured.
Previous Policy Number: 9300111228-00

Named Insured and Mailing Address:

JALAL 08 FREIGHT INC
7112 ESTES DRIVE
INDIANAPOLIS, IN 46239
Email Address: PARMJITSINGHUS85@GMAIL.COM

Entity Type: Corporation

Description of Business: Other For- Hire Trucking Operations

Endorsements Attached to this Policy: SEE SCHEDULE OF FORMS AND ENDORSEMENTS

ITEM TWO

Schedule of Cargo Coverage

Coverage	Limits and/or Deductibles	Premium
Motor Truck Cargo Coverage	\$100,000/\$1,000 Deductible	\$3,070
Total Cargo Coverage Premium		\$3,070

Schedule Of Coverages And Covered Autos

This policy provides only those coverages where a premium and a symbol are shown, in the below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos column and a charge is shown in the premium column next to the name of the coverage below.

Coverages	Covered Autos	Limits and/or Deductibles	Vehicle 1	Vehicle 2		
Covered Auto Liability	7	1M	\$14,957	\$474		
Personal Injury Protection (Or Equivalent No-fault Coverage)						
Added Personal Injury Protection (Or Equivalent Added No-fault Coverage)						
Auto Medical Payments	7	5,000 Each Insured	\$75			
Uninsured Motorists	7	1M	\$133	Rejected		
Underinsured Motorists (When Not Included In Uninsured Motorists)	7	1M	\$77	Rejected		
Physical Damage Comprehensive Coverage		NOT INCLUDED	NOT INCLUDED	NOT INCLUDED		
Physical Damage Collision Coverage		NOT INCLUDED	NOT INCLUDED	NOT INCLUDED		
Physical Damage Towing and Labor Coverage		NOT INCLUDED	NOT INCLUDED	NOT INCLUDED		
Rental Reimbursement Coverage		NOT INCLUDED	NOT INCLUDED	NOT INCLUDED		
Physical Damage Comprehensive Coverage – Stated Amount	7	See endorsement for Limit of Insurance	\$407 Deductible \$2,500	\$106 Deductible \$2,500		
Physical Damage Collision Coverage - Stated Amount	7	See endorsement for Limit of Insurance	\$4,892 Deductible \$2,500	\$2,252 Deductible \$2,500		
Total Premium Per Vehicle			\$20,541	\$2,832		
					Tax/Surcharge/Fee	

*Estimated Total Premium	\$26,443
*This policy may be subject to final audit. **See Item Four for Hired or Borrowed Autos.	

ITEM THREE
Schedule of Covered Autos

Vehicle No.	Year, Make, Model, VIN	Garaging Zip Code	Radius Of Operation	Original Cost New	Body Type
1	2020, KENWORTH, T680, 1XKYD49XXLJ382555	46239	0-500+		
2	2020, Utility, Dry Freight Trailer, 1UYVS2539L3814635	46239	0-500+		

Classification

Vehicle No.	Size GVW, GCW Or Vehicle Seating Capacity	Use Class	Code
1	45000	Heavy/ Special	064
2		Heavy/ Special	064

Financed/Leased

Vehicle No.	Financed/Leased	Finance Company, Lienholder, or Loss Payee (If Financed or Leased)

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

Important Policy Information

- Minimum limits or Sublimits apply as stated in your policy and endorsements.

INDIANA INSURANCE IDENTIFICATION CARD

COMPANY NUMBER 37923	COMPANY GEICO Marine Insurance Company	<input checked="" type="checkbox"/> COMMERCIAL	<input type="checkbox"/> PERSONAL
POLICY NUMBER 9300111228-01	EFFECTIVE DATE 02-08-2026	EXPIRATION DATE 02-08-2027	
YEAR MAKE/MODEL 2020 KENWORTH T680		VEHICLE IDENTIFICATION NUMBER 1XKYD49XXLJ382555	

AGENCY/ COMPANY ISSUING CARD
AMERIGO INSURANCE AGENCY
1110 CIVIC CENTER BLVD STE 202
YUBA CITY, CA 95993
(530) 290-1633

INSURED
JALAL 08 FREIGHT INC
7112 ESTES DRIVE,
INDIANAPOLIS, IN 46239

SEE IMPORTANT NOTICE ON REVERSE SIDE

INDIANA INSURANCE IDENTIFICATION CARD

COMPANY NUMBER 37923	COMPANY GEICO Marine Insurance Company	<input checked="" type="checkbox"/> COMMERCIAL	<input type="checkbox"/> PERSONAL
POLICY NUMBER 9300111228-01	EFFECTIVE DATE 02-08-2026	EXPIRATION DATE 02-08-2027	
YEAR MAKE/MODEL 2020 Utility Dry Freight Trailer		VEHICLE IDENTIFICATION NUMBER 1UYVS2539L3814635	

AGENCY/ COMPANY ISSUING CARD
AMERIGO INSURANCE AGENCY
1110 CIVIC CENTER BLVD STE 202
YUBA CITY, CA 95993
(530) 290-1633

INSURED
JALAL 08 FREIGHT INC
7112 ESTES DRIVE,
INDIANAPOLIS, IN 46239

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/ Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

ACORD 50 IN (2007 /11)

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THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/ Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

ACORD 50 IN (2007 /11)

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GEICO Marine Insurance Company
Policy Number: 9300111228

**BUSINESS AUTO POLICY AMENDMENT
SINGLE DEDUCTIBLE – PHYSICAL DAMAGE**

This amendment modifies the insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

SECTION III – PHYSICAL DAMAGE COVERAGE

D. Deductible is replaced as follows:

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.

Regardless of the number of covered "autos" damaged or stolen in any one "loss", a single deductible will be applied. If there are different Physical Damage deductible amounts applicable to the "loss", the highest deductible will be applied. If a "loss" involves another coverage added by endorsement under Physical Damage Coverage, only one deductible will apply to the entire "loss" event.



GEICO Marine Insurance Company
Policy Number: 9300111228-01

NOTICE OF CHANGE IN POLICY TERMS

Your Business Automobile Policy has been revised. This notice does not form part of your policy. No coverage is provided by this Notice, nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided and for the specific terms and conditions regarding the changes to your policy. Please keep in mind the only coverages you have on the policy are those which are shown on the Declarations page for which a premium is charged. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

This Notice provides information concerning the following new policy form which has been added to your policy:

BA52CW 12 23 - Business Auto Policy Amendment Physical Damage Coverage and Business Auto Conditions

Under your current policy

No current language.

Under your renewal policy

SECTION III – PHYSICAL DAMAGE COVERAGE

C. Limits of Insurance

The following limit is added:

The limit of our liability for "loss" is not to exceed the prevailing competitive price to repair or replace the property at the time of "loss", or any of its parts, including parts from non-original equipment manufacturers, with other of like kind and quality and will not include compensation for any "diminution in value" claimed to result from the "loss". Although you have the right to choose any repair facility or location, the limit of liability for repair or replacement of such property is the prevailing competitive price, which is the price we can secure from a competent and conveniently located repair facility. At your request, we will identify a repair facility that will perform the repairs at the prevailing competitive price.

SECTION IV - BUSINESS AUTO CONDITIONS

B. General Conditions

The following condition is added:

Disposal of Vehicle

If you relinquish possession of a covered "auto" you leased or if you sell or relinquish ownership of a covered "auto", any coverage provided by this policy for that vehicle will terminate on the date you do so.

Thank you for renewing with us. We look forward to serving you for many years to come.



GEICO Marine Insurance Company
Policy Number: 9300111228-01

Business Auto Policy Amendment Abuse Or Molestation Exclusion

PLEASE READ CAREFULLY

This amendment modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following exclusion is added to the policy:

This insurance does not apply to "bodily injury" or "property damage" arising out of:

The alleged, actual, or threatened abuse, molestation or sexual contact, whether or not intentional, by anyone or any person.

All other terms, conditions and agreements shall remain unchanged.

This amendment is affirmed.

Christopher J. Nowack
Secretary

Todd A. Combs
President



GEICO Marine Insurance Company

Policy Number: 9300111228-01

Business Auto Policy Amendment
Elimination of Limited
Worldwide Coverage

THIS AMENDMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This amendment modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, item b. (5) is deleted in its entirety.

All other terms, conditions and agreements of the policy shall remain unchanged.

This amendment is affirmed.

Christopher J. Nowack
Secretary

Todd A. Combs
President

B5056 (08-23)

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GEICO

PRIVACY NOTICE

GEICO Respects Your Privacy

Protecting your privacy is very important to us. Policyholders like you have trusted us with their insurance needs since 1936, and we take our obligation to safeguard and secure your personal Information very seriously. We want you to understand how we protect your privacy and when we collect and use your Information.

The Information We Collect

Non-public personally identifiable Information ("Information") is Information that identifies you and is not available to the general public. The following sections tell you more about how and when we collect your information.

Information We Obtain From You

During the quoting, application, or claims handling processes you may give us Information such as your:

- Name
- Address
- Phone number
- Email address
- Social Security number
- Driver's license number
- Date of birth

If you gave us your email address, GEICO may use it from time to time to notify you of such things as new services, special offers, or to confirm transactions. You can log in to your account at geico.com and go to "Account Preferences" to choose the level of communication you'd like to receive from us. If you have not yet enrolled online, you will need to enroll with geico.com to update your email preferences.

Information About Your Transactions

We may collect information about your transactions and experiences with us and others, such as your payment history, claims, coverage, and vehicle changes.

Information From Third Parties

We may receive information about you from consumer reporting agencies, which provide us with motor vehicle reports, claim reports, and/or credit information where permitted by law. When you ask for a rate quotation, we may obtain credit information if permitted by applicable state law.

Our sales and service representatives do not have access to the details of your credit information. Other companies who view your credit report will not see the GEICO inquiry. It will be visible only to you. Our inquiry will not affect your credit score or credit rating.

If you commit to purchase a policy with GEICO, we will also confirm your motor vehicle record and claims history.

As permitted by law, we may also review your motor vehicle record, claims history, and/or credit information in connection with any renewal.

The Information We Disclose

Information about our customers or former customers will only be disclosed as permitted or required by law. Information about you that has been collected is maintained in your policy and/or claims records.

We use this Information to process and service your policy; to settle claims; with your consent; or as directed by you. We may also disclose it to persons or organizations as necessary to perform transactions you request or authorize. Information about our former customers and about individuals who have obtained quotes from us is safeguarded to the same extent as Information about our current policyholders.

Following are some examples of how we may disclose Information:

We must exchange Information about you with our agents, investigators, appraisers, attorneys, and other persons who are or will become involved in processing your application and servicing your policy or any claims you may make.

When you are involved in a claim, policy Information is provided to adjusters and the businesses that will repair your vehicle.

We may share Information with persons or organizations that we have determined need the Information to perform a business, professional, or insurance function for us. These include businesses that help us with administrative functions. If the law in your state permits, we may share Information with financial institutions with which we have a joint-marketing agreement. All of these entities are obligated to keep the Information that we provide to them confidential and to use the Information only for the purpose for which the Information was provided.

Information may be provided to organizations conducting actuarial research or audits. In this case, you will not be individually identified in any research report. The organization must agree not to redisclose the Information and the Information will be returned to us or destroyed when it is no longer needed.

We may also share your information for other permitted purposes, including:

- With another insurance company if you are involved in an accident with their insured
- With our reinsurers
- With insurance-support organizations that detect and prevent fraud
- With medical professionals or institutions in order to verify coverage or conduct operations or services audits
- With state insurance departments or other governmental or law enforcement authorities if required by law or to protect our legal interests or in cases of suspected fraud or illegal activities
- Other subsidiaries of GEICO Corporation to offer you additional products and services
- With consumer reporting agencies as permitted by law
- If ordered by a subpoena, search warrant or other court order

Confidentiality and Security

We restrict access to your Information to employees who we have determined need it in order to provide products or services to you. We train our employees to safeguard customer Information, and we require them to sign confidentiality and non-disclosure agreements. We maintain strict physical, electronic and procedural safeguards to protect your Information from unauthorized access by third parties.

Additions to This Privacy Notice

Additional information for policyholders enrolled in our usage-based insurance program is included in the agreement provided upon enrollment in the program.

Changes to This Privacy Notice

Each of our policyholders receives a copy of our privacy notice at least once per year. In addition, in the event that we make a significant change to our privacy practices, we will send a revised copy of our privacy notice to each of our current policyholders.

What to Do if You Have Privacy or Security Concerns

If you have a concern about privacy or security at GEICO, we want to hear about it by mail or email. Please write to us at:

Privacy Administration GEICO
One GEICO Plaza Washington, DC 20076

or email us at privacypolicy@geico.com.

This Privacy Notice applies to all of the companies listed at the top of this notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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: JALAL 08 FREIGHT INC
Endorsement Effective Date: 02-08-2026

SCHEDULE

The insurance provided by this endorsement is reduced by the following deductible(s):			
Vehicle Number	Coverage	Limit Of Insurance And Deductible	Premium
1	COMP	\$ 80,000 Limit Of Insurance	\$ 407
		\$ 2,500 Deductible	
1	COLL	\$ 80,000 Limit Of Insurance	\$ 4,892
		\$ 2,500 Deductible	
		\$ Limit Of Insurance	\$
		\$ Deductible	
Total Premium			\$ 5,299

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	Custom Parts and Equipment
1	2020	KENWORTH T680	NOT INCLUDED

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** is amended as follows:

1. The **Limits Of Insurance** provision is replaced by the following:

Limits Of Insurance

a. 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.

b. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

c. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

d. Custom Parts and Equipment is included in the value of the covered auto, but only to the extent the value of the equipment has been included in the Stated Amount shown on the Schedule. The transfer of undamaged Custom Parts and Equipment to another covered "auto" will be covered if the aggregate of all damage and cost to move is within the Stated Amount shown on the Schedule.

2. The **Deductible** provision is replaced by the following:

Deductible

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

- a. The actual cash value of the damaged or stolen property as of the time of the "loss" will be reduced by the applicable deductible shown in the Schedule;
- b. The cost of repairing or replacing the damaged or stolen property with property of like kind and quality will be reduced by the applicable deductible shown in the Schedule; or

c. 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, provided that:

(1) Any Comprehensive or Specified Causes Of Loss Coverage Deductible shown in the Schedule 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".

C. For a covered "auto" described in the schedule, item A.4. c. of Loss Payment – Physical Damage Coverage, under SECTION IV – BUSINESS AUTO CONDITIONS, is replaced with the following:

c. Take all or any part of the damaged or stolen property that we pay for, repair or replace, whether the "loss" is a partial "loss" or total "loss". When the covered "auto" is a total "loss" and the "actual cash value" exceeds the Limit of Insurance shown in the Schedule, we will prorate the salvage value such that both parties receive their share. Each share of the salvage is determined by the proportion between the Limit of Insurance shown in the Schedule, and the "actual cash value". Our share of the salvage is the same proportion that the Limit of Insurance shown in the Schedule, bears to the "actual cash value". Your share of the salvage is the same proportion that the amount in excess of the Limit of Insurance shown in the Schedule bears to the "actual cash value". If you want to keep your damaged covered "auto", then the amount we pay will be reduced by our share of the salvage value of the damaged covered "auto".

D. Definitions

K. "Mobile Equipment" 6. is replaced with the following:

6. Vehicles not described under **SECTION V – DEFINITIONS K.** "Mobile Equipment" in Paragraphs 1., 2., 3. or

4. 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.

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".

The following types of equipment when attached to a covered "auto" are not "Mobile Equipment" but will be considered "Custom Parts or Equipment":

a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

E. Additional Definitions

As used in this endorsement:

a. "Custom Parts or Equipment" means parts, equipment, devices, accessories, enhancements, and modifications that:

- (1) are not the original equipment or enhancements installed by the vehicle manufacturer or its authorized dealer as a manufacturer's option before the vehicle was first purchased; and
- (2) are attached to your covered "auto" at time of "loss" by use of brackets, screws, bolts, welding or other means or permanently installed.

"Custom Parts or Equipment" does not include a "trailer" or "Mobile Equipment".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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: JALAL 08 FREIGHT INC
Endorsement Effective Date: 02-08-2026

SCHEDULE

The insurance provided by this endorsement is reduced by the following deductible(s):			
Vehicle Number	Coverage	Limit Of Insurance And Deductible	Premium
2	COMP	\$ 25,000 Limit Of Insurance	\$ 106
		\$ 2,500 Deductible	
2	COLL	\$ 25,000 Limit Of Insurance	\$ 2,252
		\$ 2,500 Deductible	
		\$ Limit Of Insurance	\$
		\$ Deductible	
Total Premium			\$ 2,358

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	Custom Parts and Equipment
2	2020	Utility Dry Freight Trailer	NOT INCLUDED
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** is amended as follows:

1. The **Limits Of Insurance** provision is replaced by the following:

Limits Of Insurance

a. 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.

b. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

c. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

d. Custom Parts and Equipment is included in the value of the covered auto, but only to the extent the value of the equipment has been included in the Stated Amount shown on the Schedule. The transfer of undamaged Custom Parts and Equipment to another covered "auto" will be covered if the aggregate of all damage and cost to move is within the Stated Amount shown on the Schedule.

2. The **Deductible** provision is replaced by the following:

Deductible

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

- a. The actual cash value of the damaged or stolen property as of the time of the "loss" will be reduced by the applicable deductible shown in the Schedule;
- b. The cost of repairing or replacing the damaged or stolen property with property of like kind and quality will be reduced by the applicable deductible shown in the Schedule; or

c. 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, provided that:

(1) Any Comprehensive or Specified Causes Of Loss Coverage Deductible shown in the Schedule 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".

C. For a covered "auto" described in the schedule, item A.4. c. of Loss Payment – Physical Damage Coverage, under SECTION IV – BUSINESS AUTO CONDITIONS, is replaced with the following:

c. Take all or any part of the damaged or stolen property that we pay for, repair or replace, whether the "loss" is a partial "loss" or total "loss". When the covered "auto" is a total "loss" and the "actual cash value" exceeds the Limit of Insurance shown in the Schedule, we will prorate the salvage value such that both parties receive their share. Each share of the salvage is determined by the proportion between the Limit of Insurance shown in the Schedule, and the "actual cash value". Our share of the salvage is the same proportion that the Limit of Insurance shown in the Schedule, bears to the "actual cash value". Your share of the salvage is the same proportion that the amount in excess of the Limit of Insurance shown in the Schedule bears to the "actual cash value". If you want to keep your damaged covered "auto", then the amount we pay will be reduced by our share of the salvage value of the damaged covered "auto".

D. Definitions

K. "Mobile Equipment" 6. is replaced with the following:

6. Vehicles not described under **SECTION V – DEFINITIONS K.** "Mobile Equipment" in Paragraphs 1., 2., 3. or

4. 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.

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".

The following types of equipment when attached to a covered "auto" are not "Mobile Equipment" but will be considered "Custom Parts or Equipment":

a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

E. Additional Definitions

As used in this endorsement:

a. "Custom Parts or Equipment" means parts, equipment, devices, accessories, enhancements, and modifications that:

- (1) are not the original equipment or enhancements installed by the vehicle manufacturer or its authorized dealer as a manufacturer's option before the vehicle was first purchased; and
- (2) are attached to your covered "auto" at time of "loss" by use of brackets, screws, bolts, welding or other means or permanently installed.

"Custom Parts or Equipment" does not include a "trailer" or "Mobile Equipment".



GEICO Marine Insurance Company
Policy Number: 9300111228-01

Business Auto Policy Amendment Vehicle Sharing Program Exclusion

This amendment modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

A. Changes to **Section II – Covered Autos Liability Coverage** Paragraph **B. Exclusions**:

The following exclusion is added:

Vehicle Sharing Program

"Bodily Injury" or "property damage" arising out of the use of a covered "auto" while:

- a. Enrolled in a " vehicle sharing program"; and
- b. Being used in connection with such "vehicle sharing program" by anyone other than the Named Insured, an "employee", "temporary worker", or "leased worker" of the Named Insured or, if you are an individual named insured, a "family member".

B. Changes to **Section III – Physical Damage Coverage** Paragraph **B. Exclusions**:

The following exclusion is added:

We will not pay for: "Loss" to any covered "auto" which occurs while:

- a. Enrolled in a " vehicle sharing program"; and
- b. Being used in connection with such "vehicle sharing program" by anyone other than the Named Insured, an "employee", "temporary worker", or "leased worker" of the Named Insured or, if you are an individual named insured, a "family member".

If you are an individual named insured, the following is also added:

We will not pay for:

"Loss" to, or loss of use of, a "non-owned auto" used by:

- a. You; or
- b. Any "family member"

in connection with a " vehicle sharing program" if the provisions of such a "vehicle sharing program" preclude the recovery of such "loss" or loss of use, from you or that family member.

C. Changes In **Uninsured Motorist Coverage**

The following exclusion is added If Uninsured Motorists Coverage is attached:

"Bodily injury" sustained by any "insured" while "occupying", or when struck by, a covered "auto" while:

- a. Enrolled in a " vehicle sharing program"; and
- b. Being used in connection with such "vehicle sharing program" by anyone other than the Named Insured, an "employee", "temporary worker", or "leased worker" of the Named Insured or, if you are an individual named insured, a "family member".

D. Changes In Underinsured Motorists Coverage

The following exclusion is added if Underinsured Motorists Coverage is attached:

"Bodily injury" sustained by any "insured" while "occupying", or when struck by, a covered "auto" while:

- a. Enrolled in a " vehicle sharing program"; and
- b. Being used in connection with such "vehicle sharing program" by anyone other than the Named Insured, an "employee", "temporary worker", or "leased worker" of the Named Insured or, if you are an individual named insured, a "family member".

E. Changes to Personal Injury Protection Coverage

The following exclusion is added to the policy if Personal injury Protection Coverage, no-fault coverage or other similar coverage is attached:

We will not pay Personal Injury Protection benefits for "bodily injury" sustained by:

Any person who is using a covered "auto" while:

- a. Enrolled in a " vehicle sharing program"; and
- b. Being used in connection with such "vehicle sharing program" by anyone other than the Named Insured, an "employee", "temporary worker", or "leased worker" of the Named Insured or, if you are an individual named insured, a "family member".

F. Changes In Medical Payments Coverage

The following exclusion is added if Medical Payments Coverage is attached:

"Bodily injury" sustained by any "insured" while "occupying", or when struck by, a covered "auto" while:

- a. Enrolled in a " vehicle sharing program"; and
- b. Being used in connection with such "vehicle sharing program" by anyone other than the Named Insured, an "employee", "temporary worker", or "leased worker" of the Named Insured or, if you are an individual named insured, a "family member".

G. Changes to SECTION V-DEFINITIONS

The following definition is added:

"Vehicle sharing program" means a service coordinated through an individual, group, network, organization, business, or entity in the business of facilitating the sharing of covered "autos" for commercial or personal use by businesses, individuals, or other entities.



Christopher J. Nowack
Secretary



Todd A. Combs
President

GEICO

GEICO Marine Insurance Company
Policy Number: 9300111228-01

Business Auto Policy Amendment Physical Damage Coverage and Business Auto Conditions

This amendment modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION III – PHYSICAL DAMAGE COVERAGE

C. Limits of Insurance

The following limit is added:

The limit of our liability for "loss" is not to exceed the prevailing competitive price to repair or replace the property at the time of "loss", or any of its parts, including parts from non-original equipment manufacturers, with other of like kind and quality and will not include compensation for any "diminution in value" claimed to result from the "loss". Although you have the right to choose any repair facility or location, the limit of liability for repair or replacement of such property is the prevailing competitive price, which is the price we can secure from a competent and conveniently located repair facility. At your request, we will identify a repair facility that will perform the repairs at the prevailing competitive price.

SECTION IV - BUSINESS AUTO CONDITIONS

B. General Conditions

The following condition is added:

Disposal of Vehicle

If you relinquish possession of a covered "auto" you leased or if you sell or relinquish ownership of a covered "auto", any coverage provided by this policy for that vehicle will terminate on the date you do so.

This amendment is affirmed.



Christopher J. Nowack
Secretary



Todd A. Combs
President



GEICO Marine Insurance Company
Policy Number: 9300111228-01

Business Auto Policy Amendment Changes - Business Auto Policy

This amendment modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION IV - BUSINESS AUTO CONDITIONS

The following is added to the **Premium Audit** condition:

- c. If this policy is issued for less than one year, the premium for this Coverage Form will be computed semi-annually based on our rates or premiums in effect at the beginning of each renewal, continuation, or anniversary of the effective date of the policy.

GEICO

GEICO Marine Insurance Company

Policy Number: 9300111228-01

Effective Date: 02-08-2026

DISCLOSURE NOTICE OF FEES

Waiver of Subrogation Fee:

A fully earned fee of \$25 will be charged per Waiver of Subrogation Endorsement.
A maximum of 5 Waiver of Subrogation fees will be charged per policy term.

Blanket Waiver of Subrogation Fee:

A fully earned fee of \$75 will be charged per policy term for the Blanket Waiver of Subrogation Endorsement.

Additional Insured Fee or Designated Insured Fee:

- a) On a 6-month policy, a fully earned fee of \$15 will be charged per Additional Insured (AI) or Designated Insured (DI) Endorsement; or
- b) On a 12-month policy, a fully earned fee of \$20 will be charged per Additional Insured (AI) or Designated Insured (DI) Endorsement; and

A maximum of 5 Additional Insured fees or Designated Insured fees will be charged per policy term.

Blanket Additional Insured Fee:

A fully earned fee of \$75 will be charged per policy term for the Blanket Additional Insured Endorsement.

Motor Carrier Insurance Filing Fee:

If the filing of a certificate of insurance with the Federal Highway Administration (Formerly the Interstate Commerce Commission) or a state specific department is required, a fully earned flat charge of \$35.00 will be processed at the time of issuance of the certificate and upon each renewal of the policy. If a filing for a reinstatement of certificate is required, a fully earned flat charge of \$10.00 will be incurred in addition to the above described charge.

Financial Responsibility Laws – Certification

(Not applicable in FL, IL, MA, NJ, OK, RI)

If the policy is certified in accordance with Financial Responsibility Laws, a fully earned fee of \$50 will be charged. This fee applies per policy and shall be applied every time a certificate is filed.

CT Only

If the policy is certified in accordance with Financial Responsibility Laws, a fully earned fee of \$10 will be charged. This fee applies per policy and shall be applied every time a certificate is filed.

Insufficient Funds Fee:

If your payment is dishonored by your bank or financial institution, a \$20.00 service fee will be accessed to your account to cover the additional time and expense we incur to collect your premiums.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE
COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

Paragraph **C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos** of **SECTION I – COVERED AUTOS** is amended by the addition of the following:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered “autos” for Physical Damage Coverage:

Any “auto” you do not own while used with the permission of its owner as a temporary substitute for a covered “auto” that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. “Loss”, or
- e. Destruction



**COVERAGE FOR VEHICLES LISTED
ON THE DECLARATIONS**

GEICO Marine Insurance Company
Policy Number: 9300111228-01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the Business Auto Coverage Form and any other coverage form(s) provided under the policy.

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

Throughout this endorsement the words you and your refer to the Named Insured shown in the Declarations.

THIS ENDORSEMENT APPLIES TO COVERED "AUTOS" BEING USED IN YOUR BUSINESS.

When coverage is shown on the Declarations for an "auto" described in **ITEM THREE – Schedule of Covered Autos** on the Declarations and that "auto" is not owned by you:

- a. That auto is considered a covered "auto";
- b. The owner of the covered "auto" is also an "insured"; and
- c. If someone other than the owner of the covered "auto" is operating the covered "auto", with your or the owner's permission, that individual is also an "insured"

if the "accident" or "loss" occurs while the covered "auto" is being used in your business.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION FOR COVERED AUTOS LIABILITY EXPOSURE

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.

The following exclusion is added to **Covered Autos Liability Coverage**:

Communicable Disease

This insurance does not apply to "bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Indiana, 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.

<p>Named Insured: JALAL 08 FREIGHT INC</p> <p>Endorsement Effective Date: 02-08-2026</p>
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SCHEDULE

"Bodily Injury":	\$	Each "Accident"
"Bodily Injury" And "Property Damage":	\$ 1,000,000	Each "Accident"
Section C – Exclusions applies in its entirety unless an "X" is entered below:		
<input type="checkbox"/> If an "X" is entered in this box, Exclusion 8. does not apply.		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damage must result from:
 - a. "Bodily injury" sustained by the "insured" and caused by an "accident" with an "uninsured motor vehicle"; or
 - b. "Property damage" caused by an "accident" with an "uninsured motor vehicle" if the Schedule or Declarations indicates that both "bodily injury" and "property damage" Uninsured Motorists Insurance apply.

The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
 - c. The Named Insured for "property damage" only.

C. Exclusions

This insurance does not apply to:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. The direct or indirect benefit of any insurer of property.
4. "Bodily injury" if sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" under this Coverage Form; or
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured on a primary basis under any other Coverage Form or policy.
5. "Property damage" to an "auto" or to property contained in an "auto" owned by the Named Insured which is not a covered "auto".
6. Any "insured" using a vehicle without a reasonable belief that the "insured" is entitled to do so.
7. "Property damage" for which the "insured" has been or is entitled to be compensated by other property or physical damage insurance.
8. The first \$300 of the amount of "property damage" to the property of each "insured" as the result of any one "accident". This exclusion does not apply if the Named Insured's covered "auto" is legally parked and unoccupied when involved in an "accident" with an "uninsured motor vehicle".
9. "Property damage" caused by a hit-and-run vehicle.
10. Punitive or exemplary damages.
11. "Bodily injury" or "property damage" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. 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
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
12. "Noneconomic loss" sustained by any "insured" if such "insured" is an uninsured motorist with a previous violation as defined in Indiana Code Section 27-7-5.1.
However, Exclusion C.12. does not apply to an "insured" under 18 years of age.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit shown in this endorsement.
2. The Limit of Insurance under this coverage shall be reduced by all sums paid or payable by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Covered Autos Liability Coverage.
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Medical Payments Coverage endorsement attached to this Coverage Part.
We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.
We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.
4. We will not pay for a loss which is paid or payable under Physical Damage Coverage.

5. No "insured" shall recover duplicate payments for the same elements of loss or payments in excess of damages sustained.

E. Changes in Conditions

The **Conditions** are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage, the following priorities of coverage apply:

First Priority	The Uninsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".
Second Priority	Any other Coverage Form or policy affording Uninsured Motorists Coverage to the "insured".

- a. The Limit of Insurance under the vehicle the "insured" was "occupying" under the Coverage Form or policy in the first priority shall first be exhausted.
- b. The maximum recovery for damages under all Coverage Forms or policies may equal but shall not exceed the highest applicable limit of any one vehicle under any insurance providing coverage on either a first or second priority basis.
- c. We will pay only our share of the "loss". Our share is the proportion that our limit of liability bears to the total of all limits applicable to the same level of priority.

2. The **Legal Action Against Us** provision is replaced by the following:

Legal Action Against Us

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us under this Coverage Form must be brought within two years after the date of the "accident". However, this Paragraph 2.b. does not apply to an "insured" if, within two years after the date of the "accident", we and the "insured" agree to arbitration in accordance with this endorsement.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

- a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.
- b. If we make a payment because the insurer of the "uninsured motor vehicle" is or becomes insolvent, the **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any rights of recovery against:
 - (1) The Indiana Guaranty Fund; or
 - (2) The "insured" of the insolvent insurer, except in amounts that exceed the limit of liability of the Coverage Form or policy that was issued by that insolvent insurer.

4. The following condition is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that is recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
 - (1) Whether the "insured" is legally entitled to recover damages; and

(2) The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Indiana. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
 2. "Noneconomic loss" means costs for physical and emotional pain and suffering, physical impairment, emotional distress, mental anguish, loss of enjoyment, loss of companionship, services and consortium, and any other noneconomic damages.
 3. "Occupying" means in, upon, getting in, on, out or off.
 4. "Property damage" means damage to a covered "auto" or to property owned by the Named Insured or, if the Named Insured is an individual, a "family member" while contained in a covered "auto". However, "property damage" does not include loss of use of damaged or destroyed property. This definition replaces the definition in the Policy.
5. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the financial responsibility law of Indiana; or
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
 - c. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. A hit-and-run vehicle is one that causes "bodily injury" to an "insured" by hitting the "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

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

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, is enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
 - b. When one or both of the following apply:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

Exclusion Of Terrorism

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** and **B.6.** are exceeded.

With respect to this exclusion, Paragraphs **B.5.** and **B.6.** describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- C. With respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

Exclusion Of Terrorism

We will not pay for any "loss", loss of use or rental reimbursement after "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold in Paragraph **C.5.** is exceeded.

With respect to this exclusion, Paragraph **C.5.** describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

D. In the event of any incident of "terrorism" that is not subject to the exclusion in Paragraph **B.** or **C.**, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

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

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, is enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
 - b. When one or both of the following apply:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. The following exclusion is added:

Exclusion Of Terrorism

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.
- C. In the event of any incident of "terrorism" that is not subject to this exclusion, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Indiana, 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: JALAL 08 FREIGHT INC
Endorsement Effective Date: 02-08-2026

SCHEDULE

Limit Of Insurance: \$ 1,000,000	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damage must result from "bodily injury" sustained by the "insured" and caused by an "accident" with an "underinsured motor vehicle".

The owner's or driver's liability for this damage must result from the ownership, maintenance or use of the "underinsured motor vehicle".

2. We will pay under this coverage only if Paragraph **a.** or **b.** below applies:
 - a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or

- b. A tentative settlement has been made between an "insured" and the insurer of an "underinsured motor vehicle" which would exhaust the limits of liability under any applicable bond or policy, and we:

- (1) Have been given prompt written notice of such tentative settlement; and
- (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after the receipt of notification.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to:

1. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
2. The direct or indirect benefit of any insurer of property.
3. "Bodily injury" if sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" under this Coverage Form; or
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured on a primary basis under any other Coverage Form or policy.
4. Any "insured" using a vehicle without a reasonable belief that the "insured" is entitled to do so.

5. Punitive or exemplary damages.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. 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
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
7. "Noneconomic loss" sustained by any "insured" if such "insured" is an uninsured motorist with a previous violation as defined in Indiana Code Section 27-7-5.1.
However, Exclusion C.7. does not apply to an "insured" under 18 years of age.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit shown in this endorsement.
2. The Limit of Insurance under this coverage shall be reduced by all sums paid or payable by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Covered Autos Liability Coverage.
3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Medical Payments Coverage endorsement attached to this Coverage Part.
We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.
We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.
4. No "insured" shall recover duplicate payments for the same elements of "loss" or payments in excess of damages sustained.

E. Changes In Conditions

The **Conditions** are changed for **Underinsured Motorists Coverage** as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage, the following priorities of coverage apply:

First Priority	The Underinsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".
Second Priority	Any other Coverage Form or policy affording Underinsured Motorists Coverage to the "insured".

- a. The Limit of Insurance under the vehicle the "insured" was "occupying" under the Coverage Form or policy in the first priority shall first be exhausted.
 - b. The maximum recovery for damages under all Coverage Forms or policies may equal but shall not exceed the highest applicable limit of any one vehicle under any insurance providing coverage on either a first or second priority basis.
 - c. We will pay only our share of the "loss". Our share is the proportion that our limit of liability bears to the total of all limits applicable to the same level of priority.
2. The **Legal Action Against Us** provision is replaced by the following:

Legal Action Against Us

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us under this Coverage Form must be brought within two years after the date of the "accident". However, this Paragraph **2.b.** does not apply if, within two years after the date of the "accident":
 - (1) We and the "insured" agree to arbitration in accordance with this endorsement; or

- (2) The "insured" has filed an action for "bodily injury" against the owner or operator of the "underinsured motor vehicle", and such action is:

- (a) Filed in a court of competent jurisdiction; and
- (b) Not barred by the applicable state statute of limitations.

In the event that the two-year time limitation identified in this condition does not apply, the applicable state statute of limitations will govern legal action against us under this Coverage Form.

3. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

- a. Promptly send us copies of the legal papers if a "suit" is brought.
- b. A person seeking Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

4. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

- a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.
- b. Our rights do not apply under this provision if we:
 - (1) Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of the "underinsured motor vehicle"; and
 - (2) Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of such notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after notification:

- (a) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of this coverage; and
 - (b) We also have the right to recover the advanced payment from the insurer or the owner or operator of the "underinsured motor vehicle".
- c. If we make a payment because the insurer of the "underinsured motor vehicle" is or becomes insolvent, the **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any rights of recovery against:
- (1) The Indiana Guaranty Fund; or
 - (2) The "insured" of the insolvent insurer, except in amounts that exceed the limit of liability of the Coverage Form or policy that was issued by that insolvent insurer.

5. The following condition is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
 - (1) Whether the "insured" is legally entitled to recover damages; and

- (2) The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Indiana. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

- 1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
- 2. "Noneconomic loss" means costs for physical and emotional pain and suffering, physical impairment, emotional distress, mental anguish, loss of enjoyment, loss of companionship, services and consortium, and any other noneconomic damages.
- 3. "Occupying" means in, upon, getting in, on, out or off.
- 4. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the financial responsibility law of Indiana but their limits are either:
 - a. Less than the limit of liability for this coverage; or
 - b. Reduced by payments to others injured in the "accident" to an amount which is less than the limit of liability for this coverage.

However, "underinsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law.
- b. Owned by a governmental unit or agency.
- c. Designed for use mainly off public roads while not on public roads.

GEICO Marine Insurance Company
Policy Number: 9300111228

Except as specifically modified by this endorsement, all provisions of the Business Auto Coverage Form apply. We agree with you that the insurance provided under your Business Auto Coverage Form is modified as follows:

A. Coverage

Subject to the Limit of Liability, if you pay the premium for Motor Truck Cargo Coverage, we will pay for the direct physical "loss" to:

1. "covered property" that you are legally liable to pay under a written bill of lading, tariff document, rate confirmation sheet, shipping receipt, or contract of carriage. For this coverage to apply, the "covered property" must, at the time of "loss", be in your exclusive physical custody and control:
 - a. while "in due course of transit" in, on, or attached to a covered "auto"; or
 - b. during "loading or unloading".
2. "business equipment" in your physical custody and control.

Coverage applies for "loss" to "covered property" or "business equipment" only if the loss is caused by a "covered peril".

We have the option to settle or defend any claim or lawsuit for damages covered by this endorsement. However, we have no duty to defend you against any lawsuit to which this insurance does not apply. We have no duty to settle or defend any lawsuit, or make any additional payments, after the limit of liability has been exhausted by payment of judgments or settlements.

B. Exclusions

1. Excluded Properties

Please read the following list of excluded properties carefully. Coverage will not be afforded under this Motor Truck Cargo Coverage endorsement for "loss" to these property types.

a. Art, Jewelry, Metals, Money, Papers

Objects of art, including paintings and statuary; jewelry, watches, precious or semi-precious stones; precious or semi-precious metals or alloys; furs or garments trimmed with fur; money and securities of any kind including monies collected or not collected under a C.O.D., bill of lading, or shipping receipt; coins, stamps, food stamps, lottery tickets, notes, money orders, traveler's checks, accounts, bills, deeds, or other evidences of debt; valuable papers of any kind including passports, manuscripts, mechanical drawings, and blueprints.

b. Contraband

Contraband are goods that are illegal to:

- (1) trade,
- (2) import,
- (3) export,
- (4) carry,
- (5) produce, or
- (6) have in one's possession.

c. Live Animals

Live animals, birds, or fish, including livestock or poultry, unless:

- (1) death results or is made necessary within 24 hours by a "specified peril"; or
- (2) they escape or stray from the scene of "loss" and cannot be located, but only if the escape or straying is caused by a "specified peril".

d. Property Not Under Bill of Lading

Any property for which no bill of lading, tariff document, rate confirmation sheet, shipping receipt, or contract of carriage has been issued. This exclusion does not include poultry cages owned by the shipper while being utilized in the transportation of "covered property".

e. Property Carried without Charge

Any property which is carried gratuitously, without charge or as an accommodation.

f. Storage

Any property in or on a covered "auto" after it has remained at any location for more than 72 hours. This includes locations you own or use. This exclusion does not apply to delays in transportation outside of your control due to severe weather, as long as transport resumes as soon as the weather emergency has ended.

g. Transporting Vehicles and Equipment

Any transporting vehicle or conveyance, including its equipment such as tarpaulins and fittings, chains, binders, and inter-modal shipping containers, unless specified on a bill of lading.

h. Explosive or Radioactive Material

Explosives, ammunition, fireworks, or radioactive material.

i. Pharmaceuticals, Tobacco, Marijuana Products, Alcohol

Prescription pharmaceuticals; tobacco products, marijuana products, or alcohol, other than beer or wine.

j. Mobile/Modular Homes and Buildings

"Mobile/Modular homes and buildings" whether carried on or attached to the covered "auto".

2. Excluded Perils

Please read the following list of excluded perils carefully. Coverage will not be afforded under this Motor Truck Cargo Coverage endorsement for these types of perils. We will not pay for any "losses" to "covered property" or "business equipment" caused by, resulting in or from, or arising out of these excluded perils regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Civil Authority

Order of any civil authority, including seizure, confiscation, destruction, or quarantine of property. However, we will pay for "loss" or damage caused by or resulting from acts of destruction ordered by any governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this endorsement.

b. Nuclear Hazard, Pollutants

- (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 resulting fire if the fire would be covered under this endorsement.
- (3) The release, discharge, seepage, migration, dispersal, or escape of "pollutants", unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril".

c. War, Civil Commotion

- (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 agents;
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by a governmental authority to hinder or defend against any of these; or
- (4) Strikers, locked-out workmen, or persons taking part in labor disturbances or riots, or civil commotions.

d. Deterioration, Contamination, Inherent Vice

- (1) Deterioration; wear and tear; decay;
- (2) Obsolescence;

- (3) Hidden or latent defect;
- (4) Testing or infestation by insects, vermin, birds, rodents or other animals; or
- (5) Discharge or release of waste product or secretions by insects, vermin, birds, rodents or other animals;
- (6) Change in flavor; or any quality, fault, or weakness in the "covered property" or "business equipment", that causes it to damage or destroy itself.

e. Criminal, Fraudulent, Dishonest, Intentional or Illegal Acts

Criminal, fraudulent, dishonest, intentional or illegal acts alone or in collusion with another, whether or not such acts occurred during regular hours of employment, by:

- (1) you;
- (2) your partners, officers, directors, trustees, or joint ventures;
- (3) others to whom you, your partners, officers, directors, trustees, or joint ventures entrust the property;
- (4) others who have an interest in the property; or
- (5) the employees or agents of any party specified in (i) through (iv) above.

This Excluded Peril does not apply to acts of destruction by your employees, but we will not pay for theft by employees.

f. Consequential Loss

Loss of use, loss of market, loss of market value, or delay; or any other remote or consequential loss, other than direct physical "loss", to "covered property" or "business equipment".

g. Breakdown, Wetness, Rust

- (1) Mechanical or electrical breakdown or failure including break down or failure of a refrigeration unit or its associated component parts, or heating equipment installed in a cargo component; or
- (2) Wetness, rust or dampness unless, the property is contained in a fully enclosed, water-tight dry van or is completely covered by a securely fastened waterproof tarp.

However, this Excluded Peril does not apply to "loss" caused by a fire or explosion if such fire or explosion would be covered under this endorsement.

h. Voluntary Parting, Failure to Deliver, Misdelayed Property, Mysterious Disappearance

- (1) Voluntary parting with title to, or possession of, the property due to fraudulent scheme, trick, or false pretense;
- (2) Failure to deliver; misdelivered property; or
- (3) Mysterious or unexplained disappearance; shortage of any property upon taking inventory; or theft of a part of the contents of any shipping package.

i. Fines, Penalties, and Costs

Any costs, fines, punitive damages, assessments, attorney fees, court costs, or other penalties that you are required or liable to pay as a result of your violation of any law or regulation, or as a result of the violation of any law or regulation relating to any delay in the payment, denial, or settlement of any claim.

j. Pre-existing Damage

We will not pay for pre-existing damage to any "covered property" or "business equipment".
With respect to auto haulers, we will not pay for pre-existing damage to vehicles being transported by the "insured". For coverage to apply, the insured auto hauler must provide to us a signed inspection document attesting to the condition of "covered property" before loading.

k. Installation Operations

Your operation as rigger, hoister, erector, installer, or dismantler.

l. Business Equipment Damage

We will not pay for the following damage to "business equipment":

- (1) Wear and tear, any quality in the equipment that causes it to damage or destroy itself, hidden or latent defect, or deterioration;

- (2) Structural, mechanical, or electrical failure or breakdown; or
- (3) Damage caused by maintenance or a software upgrade or download.

m. Corrosion, Contamination

We will not pay for corrosion, contamination, marring or scratching to any "covered property" or "business equipment" unless it results from a "loss" to a covered "auto".

C. Limits of Liability

1. Amount of Payment

- a. Subject to subsections **2. Deductible** and **3. Pairs or Set, Parts** below, in the event of a "loss" to "covered property", we will pay the least of the following:

- (1) Your legal liability for the direct physical "loss" to the "covered property";
- (2) The declared value of the "covered property" shown in the bill of lading, tariff documents, rate confirmation sheet, shipping receipt, or contract of carriage;
- (3) For household goods, the amount specified in any advice of coverage, or other document evidencing an agreed valuation for property in transit;
- (4) The actual cost to the shipper to repair or replace the "covered property" with material of like kind and quality, not including any claim for "diminution of value" to the "covered property"; or
- (5) The "Motor Truck Cargo" limit shown on the declarations page.

Regardless of the number of covered "autos" or "trailers" involved, insureds, premiums paid, policies issued by us, claims made, or lawsuits brought, the most we will pay for "loss" to "covered property" in any one occurrence is the limit of liability shown on the declarations page for "Motor Truck Cargo" coverage.

- b. With respect to "business equipment", subject to subsections **2. Deductible** and **3. Pairs or Set, Parts** below, in the event of a "loss", we will pay the least of the following:

- (i) the amount necessary to replace the "business equipment"; or
- (ii) the amount necessary to repair the "business equipment".

We will pay the amount necessary to repair or replace "business equipment" only if you provide an estimate or receipt to us showing the "business equipment" has been, or is actually going to be, repaired or replaced. Subject to the limit of liability for this coverage, we will pay only the amount you are required to spend to repair or replace the "business equipment".

The most we will pay for "loss" to "business equipment" in any one occurrence is the \$5,000 limit of liability for this "business equipment" coverage.

2. Deductible

For each "loss" to "covered property" that qualifies for coverage under this endorsement, the deductible shown on the declarations page for this "Motor Truck Cargo" coverage will be applied to reduce the "loss" payable for the "covered property".

For each "loss" to "business equipment", that qualifies for coverage under this endorsement, a \$250 deductible will be applied to reduce the loss payable for the "business equipment".

However, if there is other "loss" arising out of a single occurrence that applies under this endorsement, or under the associated Business Auto Coverage Form, and/or any other endorsement attached thereto, a single deductible will be applied. If there are different deductible amounts applicable to the "loss", the highest deductible applicable to any single coverage implicated in the "loss" will be applied.

If we pay for any part of a deductible in the settlement of any claim or lawsuit, you must reimburse us for the deductible or the portion thereof that we paid.

3. Pair or Set, Parts

a. Pair or Set

"Loss" to any part of a pair or set will not be considered a "loss" to the entire pair or set. Therefore, if there is a "loss" to "covered property" or "business equipment" that is part of a pair or set, we at our option may choose to:

- (1) repair or replace any part to restore the pair or set to its value before the "loss" or damage; or
- (2) pay the difference between the value of the pair or set before and after the "loss" or damage.

b. Parts

If "loss" is to a part of "covered property" or "business equipment" that consists of several parts, we will pay for only the lost or damaged part.

D. Additional Payments

In addition to the applicable limit of liability:

1. Earned Freight

We will pay "earned freight charges" that are due to you if you are unable to collect them from others because of a "loss" to "covered property" that is caused by a "covered peril". The most we will pay for all "earned freight charges" in any one "loss" is \$10,000.

2. Removal Expenses

- a. We will pay removal expenses incurred to remove debris of "covered property", which results from a "loss" caused by a "covered peril" that occurs during the policy period. The term "debris" does not include "pollutants".
- b. We will also pay removal expenses incurred to extract "pollutants" from land or water, if the discharge, dispersal, migration, or release of the "pollutants" is caused by or results from "loss" to "covered property", and if such "loss" is caused by a "covered peril" during the policy period.

We do not pay for:

- (1) the cost of testing; evaluating; observing; or recording the existence, level, or effects of "pollutants".
However, we will pay the cost of testing that is necessary for the extraction of "pollutants" from land or water.
- (2) any damage to your covered "auto" from "pollutants".
- c. The most we will pay for all removal expenses described in a. or b. above arising out of any one "loss" is \$25,000.
- d. The expenses for removal of "covered property" debris and "pollutants" will be paid only if they are reported to us in writing within 180 days of the earlier of:
 - (1) the date of the direct physical "loss"; or
 - (2) the end of the policy period.

3. Expenses in Defense or Settlement of Claims

We will pay for an "insured":

- a. All expenses we incur in the settlement of any claim or defense of any lawsuit .
- b. The cost of any appeal bond or attachment bond required in any lawsuit we defend. However, we have no duty to purchase a bond in a principal amount exceeding **our** limit of liability, and we have no duty to apply for or furnish these bonds.
- c. All reasonable expenses incurred by you at our request, including actual loss of earnings up to \$250 per day because of time off from work.
- d. All court costs taxed against the "insured" in any lawsuit against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' costs taxed against you.
- e. All interest that accrues after entry of judgment on that part of the judgment that does not exceed our limit of liability for any lawsuit we defend. This only applies if we are given notice of suit or the opportunity to defend an insured. Our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that does not exceed our limit of liability.
- f. All interest that accrues before entry of judgment on that part of the judgment that does not exceed our limit of liability for any lawsuit we defend. Our duty to pay interest ends when we have offered to pay that part of the judgment that does not exceed our limit of liability.

4. Property Preservation Expense

- a. We will pay the necessary expenses you incur to prevent further "loss" to "covered property" if that expense is incurred within a 12-hour period after the "covered peril" occurs.
- b. If, in the event of an occurrence, it becomes necessary to move the "covered property" in order to avoid a "loss" to the "covered property", we will pay the reasonable and necessary costs incurred by you to move the "covered property" away from the location of the occurrence.
- c. The most we will pay for the aggregate of all expenses incurred under 4.a. and 4.b. above is \$7,500. You must submit copies of the receipts for your expenses necessary to protect the "covered property" for our consideration in the settlement of the claim.

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

The following additional duties apply under this Motor Truck Cargo Coverage endorsement:

1. You must take all reasonable steps to protect "covered property" and "business equipment" at the time of and after a "loss" to avoid further damage.
2. You must allow us to have all property involved in a "loss" inspected and appraised before its repair or disposal.
3. You must give us a copy of the descriptions and schedules from all insurance policies applicable to the "covered property" or "business equipment", that was destroyed or damaged.
4. You must send us a signed, sworn proof of loss containing all 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.
5. You and all other persons interested in the "covered property" or "business equipment" must submit to an examination under oath (EUO) when, where and as often as we may reasonably require. This includes providing a copy of all documents, forms, records, or material including but not limited to all books of accounts, uniform bills of lading, shipping receipts, invoices, and drivers' log books, whether the request is made before, during or after the EUO.
6. Unless we give our permission, you may not dispose of the carcass(es) of animals, birds, or fish until we inspect or examine such carcass(es). However, this clause does not apply if such disposal is required by law or ordinance.

F. General Conditions

1. When used in this endorsement, **SECTION IV – BUSINESS AUTO CONDITIONS**, Item **B.5. Other Insurance** of the Business Auto Coverage Form is deleted in its entirety and replaced by the following:

a. Other Insurance

- (i) You may have other insurance subject to the same terms, conditions, and provisions as the insurance provided by this endorsement. If you do, we will pay our share of the covered "loss". Our share is the proportion that the applicable limit of liability under this endorsement bears to the total of the limits of liability of all policies covering on the same basis.
- (ii) If there is other insurance covering the same "loss", other than that described in paragraph (i) above, we will pay only for the amount of the covered "loss" in excess of the amount due from that other insurance, whether you can collect on it or not. However, we will not pay more than our applicable limit of liability.

b. Insurance Under Two or More Coverages

We will not pay more than the actual amount of the "loss", subject to the Limits of Liability, if more than one coverage under this endorsement is applicable to the same "loss".

2. The following additional General Conditions apply to this Motor Truck Cargo Coverage endorsement:

a. Payment of Loss

- (1) A covered "loss" will be payable 30 days after a satisfactory proof of loss is received or a final judgment award has been entered.

We may make payment for a "loss" either to you or the owner of the property. We will not pay the owner more than their financial interest in the property. If we make a payment to the owner of the property, this shall be in full satisfaction of any claim by you for which such payment has been made.

If a "loss" has been paid or made good by others, we will not be liable for any part of the "loss". Payment for a "loss" is required only if you have fully complied with all the terms of this policy.

- (2) With respect to "covered property", we have the following options:

- (a) pay the value of the "loss" as determined under **C. Limits of Liability**, item **1. Amount of Payment** of this endorsement;
 - (b) pay the cost of repairing or replacing the "covered property";
 - (c) rebuild, repair, or replace the "covered property" with property of like kind and quality, to the extent practicable, and within a reasonable time; or
 - (d) take all or any part of the damaged property at an agreed value.
- (3) With respect to "business equipment", we will pay the loss as determined under **C. Limits of Liability**, item **1. Amount of Payment** of this endorsement.

b. Abandonment

We may keep all or part of the property at the agreed or appraised value, but you may not abandon any property to us.

c. Conformity with Statute

When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.

d. Recovered Property

If you or we recover any "covered property" or "business equipment" for which we have made payment under this policy, you or we will promptly notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If you keep the property, you must return to us the amount we paid to you for the "covered property" or "business equipment". We will pay recovery expenses and the expenses to repair the recovered "covered property" or "business equipment", subject to the Limit Of Liability. If we have already paid you the "loss" amount at the time of any salvage or recovery, the amount you receive for the recovered "covered property" will accrue entirely to our benefit until you have paid any amounts owed to us as a result of the adjustment to the "loss" amount.

e. Salvage

Any recovery of salvage on a "loss" will accrue entirely to our benefit until the sum we paid has been replaced. If our benefit of salvage recovery exceeds the sum that we paid, we will return the difference to you, less any salvage recovery expenses.

f. Policy Period and Territory

Coverage under this endorsement applies only to "loss" that occurs during the policy period shown in the Declarations and which occur within the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada.

g. Coverage Required by Filings

If we have filed a certificate of insurance on your behalf with any regulatory or governmental agency, and:

- (1) we are required to pay any judgment entered against you; or
- (2) we agree to settle a claim or lawsuit;

arising out of a "loss" that is covered solely because of the existence of such certificate of insurance, we will be obligated to pay no more than the minimum amount required by that agency or any applicable law. If any payment is based solely on the existence of such certificate, you must reimburse us in full for our payment, including legal fees and costs we incurred, whether the payment is made as a result of judgment or settlement.

h. No Benefit to Bailee

No person or organization other than you, having custody of "covered property" or "business equipment", will benefit from this insurance.

i. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this endorsement 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 the "covered property" or "business equipment".
- (2) After a "loss" to the "covered property" or "business equipment", but only if, at the 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.

j. Legal Action Against Us

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

- (1) there has been full compliance with all the terms of this policy; and
- (2) the action is brought within two years after you first have knowledge of the direct "loss" or damage.

G. Definitions

The definitions of the Business Auto Coverage form apply to this coverage unless amended below. The following additional definitions apply to this Motor Truck Cargo Coverage endorsement:

1. "Business equipment" means electronic equipment used primarily for your business, that you own, lease or is loaned to you, which is not permanently installed in your covered "auto". Business equipment includes electronic logging devices, fleet tracking devices, and dash cam devices.
Business equipment does not include computer, cell phone, smart phone, or any other electronic equipment, used or intended to be used for personal non-business use.

2. "Covered peril" means any external risks of direct physical "loss" to "covered property" or "business equipment", except for those listed in **B.2. Excluded Perils**.

3. "Covered property" means lawful products meant for sale or market;
 - a. of others; or
 - b. owned by you, while loaded for shipment in or on a covered "auto", whether or not shipped under a bill of lading or shipping receipt;

except for the items listed **B.1. Excluded Properties**.

"Covered property" does not include:

- a. any equipment you own that is being transported between work sites; or
- b. "autos" you lease, hire, rent, or borrow.

4. "Earned freight charges" means freight charges from the point of departure to the point of "loss".
5. "In due course of transit" means being shipped from the time you assume exclusive physical custody and control of the "covered property" for the purpose of the actual movement of "covered property" from the point of shipment bound for a specific destination and ending when one of the following first occurs:
 - a. the "covered property" is accepted by, or on behalf of, the consignee at the intended destination;
 - b. the "covered property" is accepted by, or on behalf of, the consignee at any intermediate point short of reaching the original intended destination;
 - c. 72 hours after arrival at destination; or
 - d. 72 hours after any other stop.

"In due course of transit" includes ordinary, reasonable, and necessary stops, interruptions, delays, or transfers incidental to the route and method of shipment.

6. "Loading or unloading" means the direct physical process of hoisting, lifting, or moving "covered property":
 - a. onto a covered "auto" from the ground or loading docks adjacent to such covered "auto"; or
 - b. off of a covered "auto" to the place where it is finally delivered.

However, for auto haulers, "loading or unloading" means moving "covered property" onto or off of your covered "auto", including moving a motor vehicle under its own power solely for the purpose of "loading or unloading" it from the covered "auto", but no more than one road mile from the covered "auto".

7. "Mobile/Modular Homes and Buildings" means prefabricated housing units and buildings, factory built homes and buildings, mobile homes, and modular homes and buildings. The term does not include motor homes or travel trailers designed for use on public roads.
8. "Pollutants" is used in this endorsement as defined in the SECTION V – DEFINITIONS of the Business Auto Coverage Form. Additionally, as used in this endorsement, it includes electrical or magnetic emissions, whether visible or invisible, and sound emissions.
9. "Specified peril" means:
 - a. fire, lightning, or explosion;
 - b. smoke, but this cause of loss does not include smoke from exhaust fumes or gases of the transporting vehicle, agricultural smudging, or industrial operations;
 - c. windstorm or hail, but this cause of loss does not include "loss" caused by or resulting from:
 - (i) heat, cold, or change in or extremes of temperature; or
 - (ii) ice (other than hail), snow, or sleet, whether driven by wind or not;
 - d. collision, overturn, or derailment of a transporting conveyance. With respect to live animals, birds, or fish, this cause of loss does not include "loss" caused by or resulting from the covered "auto" coming in contact with:
 - (1) the roadbed;
 - (2) curbing;
 - (3) rails or ties of railways; or
 - (4) a stationary object while backing for "loading or unloading" purposes;
 - e. collapse of a bridge, wharf, dock, platform, or culvert;
 - f. stranding, sinking, burning, or collision on any ferry;
 - g. flood, meaning the rising of any natural body of water; and
 - h. theft, but excluding pilferage by you or your employees, anyone with a financial interest in the cargo or their employees, authorized representatives or anyone else entrusted with the cargo. Theft does not include "loss" caused by or resulting from:
 - (1) wrongful conversion; or
 - (2) acceptance of counterfeit money, fraudulent post office or express money orders, or checks or promissory notes not paid upon presentation.

With respect to live animals, birds, or fish, we will extend this theft coverage to pay for direct physical "loss" to live animals, birds, or fish caused by theft of:

 - (1) the entire load of live animals, birds, or fish; or
 - (2) the covered "auto" in or on which the live animals, birds, or fish are loaded.

However, this coverage extension does not apply to the loss of individual animals or less than the entire load of live animals, birds, or fish unless the entire covered "auto" is first stolen.

