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

00 700 900999 533930625 95380

վՄյլիգմերիսկրիգինհիսիցիկիդիկինիկինի

LALPURIA TRANS INC 1700 N TULLY RD APT G123 TURLOCK, CA 95380 Date: 10/10/2025

Client Policy Number: ESMCA-250000250-00

Insurance Company:

Palomar Excess and Surplus Insurance Company

Policy Period:

Effective Date: 10/10/2025 Expiration Date: 10/10/2026 Account Number: C73069 Quote Number: O193010

Motor Truck Cargo Policy

for LALPURIA TRANS INC

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

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

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

Sincerely,

Jacob Stineman

RockLake Insurance Group, Inc.

Agent:

Amerigo Insurance Agency 1110 Civic Center Blvd Ste 202D Yuba City, CA 95993

Ph: 530-290-1633, Fax: 530-290-1701

Claims:

The Littleton Group, a Davies company PO Box 163627 Austin, TX 78716-3627 Email: AUSPalomarclaims@us.davies-

group.com

Phone/Fax: 512-733-5152

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

00 700 900999 533900000 95380

ՈւնգուգիլգՈրեգՈրեփՈրիլիլիլիիՈրիլիի

LALPURIA TRANS INC 1700 N TULLY RD APT G123 TURLOCK, CA 95380

Motor Truck Cargo Policy

for LALPURIA TRANS INC

Date: 10/10/2025

Client Policy Number: ESMCA-250000250-00

Insurance Company:

Palomar Excess and Surplus Insurance

Company

Policy Period:

Effective Date: 10/10/2025 Expiration Date: 10/10/2026 Account Number: C73069 Quote Number: Q193010

Agent:

Amerigo Insurance Agency

changes. Se habla español!

Customer Service is available at 800-716-2559 from 8 am to 5 pm CST if your agent is not available to make policy

Motor Truck Cargo Billing Schedule

Policy Billing Summary		
Policy Premium	\$1,143.86	
Broker Fees	\$238.00	
Surplus Lines Tax, Stamping & Fees	\$36.38	
Account Total	\$1,418.24	

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

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

Billing Schedule & Payment Information for Motor Truck Cargo

Payment Option: Agency Billing

Bill Date	Description	Total
10/10/2025	Initial Amount (3 Months Req'd Down Payment + Earned Fees: \$238.00)	\$533.06
	Remainder Payment (Billed: 10/31/2025 Due: 11/30/2025)	\$885.18

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

Equipment and Driver Schedule

Named Insured: LALPURIA TRANS INC Policy Number: ESMCA-250000250-00

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

Year Make Model Type Equip # VIN #

2019 Freightliner Cascadia 126 Truck 275126 3AKJHHDR4KSKD2177

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

operating scheduled equipment.

Name	DOB	License Number	State	Date Issued	CDL?
SINGH, MALKIT	4/19/1992	Y5953042	CA	5/2019	Yes

SURPLUS LINES

SUPPLEMENTAL DECLARATIONS

ISSUED DATE: (MM/DD/YYYY)

	SUPPLEMENTAL	DECLARATIONS	10/10/2025		
THIS SURPLUS LINES SUPPLEMENTAL DECLARATIONS IS INSUREDS STATE SURPLUS LINES INSURANCE CODE.	ATTACHED TO AND FO	RMS PART OF THE PROVISIONS OF THE POLICY AND IS	SUBJECT TO THE		
SURPLUS LINES PRODUCER/BROKER AND ADDRESS:		SURPLUS LINES INSURER AND ADDRESS:			
RockLake Insurance Group, Inc.		Palomar Excess and Surplus Insurance Company			
317 S. Stuart Place Rd.		3601 W. 76th St. Suite 450			
Harlingen, TX 78552		Edina, MN 55435			
956-425-9367					
SURPLUS LINES LICENSE: 0G83984		NAIC NUMBER: 16754			
NAMED INSURED AND LOCATION ADDRESS:		POLICY TYPE/INTEREST: Cargo Liability			
LALPURIA TRANS INC		POLICY NUMBER: ESMCA-250000250-00	■ NEW RENEWAL		
1700 N TULLY RD APT G123		POLICY PERIOD:	40/40/0000		
TURLOCK, CA 95380		*EFFECTIVE DATE: 10/10/2025 *EXPIRATION DATE: 10/10/2026 *AT 12:01 AM STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.			
LOCATION OF RISK (ZIP CODE): 95380		STATE RISK TYPE: MULTI STATE RISK SINGLE S	TATE RISK CA		
PREMIUM, FEES, SURPLUS LINES TAX, STAMPIN	IG	SPECIAL CONDITIONS			
PREMIUM INFORMATION MONTHLY REPORTING	AMOUNT	SPECIAL CONDITIONS / OTHER COVERAGE INFORMATION:			
Premium	\$ \$1,143.86	*			
Broker Fee	\$ \$238.00	1			
Surplus Lines Tax (3.00% CA)	\$ \$34.32	7			
Stamping (0.18%)	\$ \$2.06	1			
, ,	\$	1			
	\$	1			
	\$	1			
	\$	-			
	+	-			
	\$	_			
	\$				
INVOICE DATE: 10/10/2025	L: \$ \$1,418.24				
DESCRIPTION OF COVERAGE		DESCRIPTION OF RISK / PROPERTY COVER	RED		
LIMITS OF INSURANCE/DEDUCTIBLE:		DESCRIPTION:			
INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES, LIMITS OF INSURANCE OR LIABILITY OR AMOUNTS OF INSURANCE AND ENDORSEMENTS SHOWN ON THE POLICY.		COMMERCIAL TRANSPORTATION OPERAT PER POLICY FORM ATTACHED.	ION		
SURPLUS LINES NOTICE					
NOTICE TO INSURED:	ALIFORNIA SUF	RPLUS LINES NOTICE			
SEE ATTACHED SURPLUS LINES NO	TICE D-2				

COUNTERSIGNATURE (IN STATES WHERE APPLICABLE)

COUNTERSIGNED AT: DATE: AUTHORIZED REPRESENTATIVE: Harlingen TX 10/10/2025 Jacob Stineman

PAGE 1 OF 1

Certificate

of RockLake Insurance Group, Inc. 317 S Stuart Place Road Harlingen, TX 78552 CA Lic. #0G83984

(hereinafter called "Correspondent")
Evidencing Placement of Insurance with

PALOMAR EXCESS AND SURPLUS INSURANCE COMPANY

IMPORTANT NOTICE

- 1. THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.
- 2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.
- 3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.
- 4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE TOLL-FREE NUMBER 1-800-927-4357 OR INTERNET WEBSITE WWW.INSURANCE.CA.GOV. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO VISIT THE NAIC'S INTERNET WEBSITE AT WWW.NAIC.ORG. THE NAIC THE NATIONAL ASSOCIATION OF INSURANCE COMMISSIONERS IS THE REGULATORY SUPPORT ORGANIZATION CREATED AND

RLIG3102B Page 1 of 5

- GOVERNED BY THE CHIEF INSURANCE REGULATORS IN THE UNITED STATES.
- 5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER. YOU CAN FIND A LINK TO EACH STATE FROM THE NAIC INTERNET WEBSITE: HTTPS://NAIC.ORG/STATE WEB MAP.HTM.
- 6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.
- 7. CALIFORNIA MAINTAINS A "LIST OF APPROVED SURPLUS LINE INSURERS (LASLI)." ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEBSITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.
- 8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE EFFECTIVE IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.

Such insurance has been placed in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Palomar Excess and Surplus Insurance Company.

RLIG3102B Page 2 of 5

and in consideration of the premium specified herein, Underwriters have agreed to bind themselves severally and not jointly each for his own part and not one for another, their Executors and Administrators.

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

RLIG-3 (COR) RLIG3102B

CERTIFICATE PROVISIONS

1. Conformity of Terms:

- a) It is hereby understood and agreed that wherever the word "Policy" appears herein, it shall be deemed to read "Certificate".
- b) It is hereby noted and agreed that wherever the words "Underwriters", "Insurers," and "Company" appear in this Certificate they shall be deemed to be synonymous.
- c) It is hereby noted and agreed that wherever the term "we", "us" and "our" appears herein, same shall be deemed to read "Insurers".
- **d)** It is hereby noted and agreed that wherever the words "Assured" and "Insured" appear in this Certificate they shall be deemed to be synonymous.
- e) It is hereby noted and agreed that wherever the term "you" or "your" appears herein, same shall be deemed to read "the Insured".
- f) It is hereby noted and agreed that wherever the words "Policy Period", "Period of Insurance" and "Certificate Period" appear in this Certificate they shall be deemed to be synonymous.
- g) It is hereby noted and agreed that wherever the term "US\$", "\$" or "USD" appears herein, same shall be deemed to read "U.S. Dollars".
- 2. Signature Required. This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page
- 3. Correspondent Not Insurer. The Correspondent is not an Insurer of the insurance described herein and neither is nor shall be liable for any loss or claim whatsoever. The Insurers of such insurance are those Underwriters at Palomar Excess and Surplus Insurance Company whose names can be ascertained as herein before set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Palomar Excess and Surplus Insurance Company.
- **4. Cancellation.** If the insurance described herein provides for cancellation and if said insurance is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
- 5. Service of Suit Clause. It is agreed that in the event of the failure of this Company to pay any amount claimed to be due hereunder this Company will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court. However, nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or any state. In any suit instituted against us upon this Policy, we will abide by the final decision of such court or any appellate court in the event of any appeal.

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

Palomar Excess and Surplus Insurance Company

Attn: President 3601 W. 76th Street, Suite 450 Edina, MN 55435 RLIG3102B

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

- **6. Assignment.** The insurance described herein shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
- 7. Attached Conditions Incorporated. The insurance described in this Certificate is subject to all provisions, conditions and warranties set forth herein, attached, or endorsed, all of which are to be considered incorporated herein as further descriptive of the insurance the placement of which is evidenced by this Certificate.
- 8. Complaints Procedure. If you wish to make a complaint, you can do so at any time by referring the matter to:

RockLake Insurance Group, Inc.

317 S Stuart Place Road Harlingen, TX 78552

Phone: 800-716-2559

Palomar Excess and Surplus Insurance Company

3601 W. 76th Street, Suite 450 Edina, MN 55435 619-567-5920

At any time if you are dissatisfied with the way your complaint has been handled, you may refer the matter to your State Department of Insurance.

- **9.** Law and Jurisdiction. This Insurance shall be governed by the laws of California and subject to the exclusive jurisdiction of the courts of USA per the Service of Suit Clause contained herein.
- **10. Conformity to Statue.** Any terms of this Certificate which may conflict with applicable statutes (or statutes deemed applicable by a court of competent jurisdiction) are amended to conform with the minimum requirements of such statutes.
- **11.** The Certificate is intended for use as evidence of the placement of the insurance described herein, in accordance with Section 1764 of the California Insurance Code.
- **12. Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation. Premiums for cancellations pursuant to Paragraph 8 of the Notice on page 2 of this Certificate will be prorated.

RLIG3102B Page 4 of 5

Short Rate Cancellation Table For Term of One Year.

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

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

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

RLIG3102B Page 5 of 5

This Declaration Page is attached to and forms part of Policy provisions

Policy No: ESMCA-250000250-00 Type: New

Item 1. Name and address of the Assured (specifying the interest of the Assured in property insured, if the Assured is not the absolute owner thereof):

LALPURIA TRANS INC 1700 N TULLY RD APT G123 TURLOCK, CA 95380

Item 2. Policy Period:

Effective from 10/10/2025 to 10/10/2026 both days at 12:01 a.m. standard time at the address stated in Item 1.

Item 3. Insurer: Palomar Excess and Surplus Insurance Company

Status: Non-Admitted

Best Rating: A- (Excellent)

NAIC Number: 16754

Item 4. Coverage including specification of property or life insured and risks insured against:

MOTOR TRUCK CARGO LEGAL LIABILITY POLICY

PER VEHICLE LIMIT: \$ 100,000 Per Unit Rate: \$ 1,143.86

PER OCCURRENCE LIMIT: \$ 100,000

AS PER VEHICLE SCHEDULE (see **Item 5** for premium details)

Item 5. Premium:

Policy Premium \$ 1,143.86 (25% minimum earned)

Broker Fee \$ 238.00 CA State Tax \$ 34.32 Stamping Fee \$ 2.06

Total Premium \$ 1,418.24

RLIG-3 COR (DEC) MTC

Item 6. Forms attached hereto and special conditions:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS — SCT126 02 17

Special Conditions:

- SPECIFICALLY DESCRIBED VEHICLES ONLY! COVERAGE LIMITED TO ONLY THOSE VEHICLES DESCRIBED IN THE VEHICLE SCHEDULE.
- 25% MINIMUM EARNED PREMIUM.
- THE DEDUCTIBLE FOR THIS COVERAGE IS SHOWN IN THE MTC SUPPLEMENTAL DECLARATIONS.
- SPECIFIED BUSINESS CATEGORIES:

Dry Van/Box, Refrigerated

Item 7. Service of Suit may be made upon:

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

Item 8. In the event of a claim under the insurance described in this Certificate, please notify the following:

The Littleton Group, A Davies Company PO Box 163627 Austin, TX 78716-3627 Email: AUSRocklake@us.davies-group.com

The Theft Report should be made immediately by the Insured's driver and verified by the Insured's dispatcher.

Dated at: By: ROCKLAKE INSURANCE GROUP, INC.

Date Issued: 10/10/2025

Correspondent

Choice of Law and Jurisdiction: Any dispute concerning the interpretation of this Policy shall be governed by the laws of the State or Province of the Insured's head office. No suit, action or proceeding for the recovery of any claim under this Policy shall be sustainable in any court of law of equity unless the same is commenced within twenty-four (24) months next after discovery by the Insured of the occurrence which gives rise to the loss, provided however that if by the laws of the State or Province of the Insured's head office such limitation is invalid, then any such claim shall be void unless such suit, action or proceeding is commenced within the shortest limit of time permitted by the laws of such State or Province.

THESE DECLARATIONS AND THE POLICY WITH ENDORSEMENTS, ALONG WITH THE COMPLETED AND SIGNED APPLICATION, SHALL CONSTITUTE THE CONTRACT BETWEEN THE ASSURED AND THE UNDERWRITERS.

SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER: ESMCA-250000250-00

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy. (Other than applicable forms shown elsewhere in the policy.)

FORMS AND ENDORSEMENTS:

FORM NUMBER	FORM NAME/DESCRIPTION
RLIG3102B	Certificate
RLIG-3 COR (DEC) MTC	Declarations
SCT126 01 17	Schedule of Forms and Endorsements
SCT125 01 17	Vehicle Schedule
ESMCA DIE 01 23	DRIVER IMPAIRMENT ENDORSEMENT
DCCE ESMCA 05 23	Driver Criteria Conditions Endorsements
ESMCA UDE 04 25	UNDECLARED DRIVER EXCLUSION
ESMCA LRE 07 18	Interior Damage Endorsement
ESMCA200 05 23	Motor Truck Cargo Supplemental Declarations
ESMCA201 04 17	Motor Truck Cargo Legal Liability Policy
ESMCA203 05 23	Standard Property Conditions
PESIC - SIG/WITNESS V21_05	Important Notice - In Witness Clause
PESIC - SOS V20_09	Service of Suit Clause
ESMCA COI 01 22	Co-Insurance Clause
ESMCA205 04 17	Pollution Contamination Debris Removal
ESMCA071 04 17	Electronic Data and Operating Systems Exclusion
ESMCA073 04 17	Mold Mildew and Fungus Exclusion
ESMCA TW 09 18	Tarpaulin Warranty
ESMCA LSE 09 18	Load Shift Endorsement
ESMCA207 04 17	Mechanical Breakdown Endorsement
ESMCA213 04 17	Theft Deductible by Location Endorsement
RLIG546	Total or Constructive Total Loss Endorsement
ESMCA ACE 04 23	AUTO CARRIERS ENDORSEMENT
ESMCA217 04 17	Specific Property Exclusion Endorsement
OFAC V20_04	Notice to Policyholders
ROCKLAKE PPS	Privacy Policy Statement
ESMCA2920 04 17	Terrorism Exclusion Endorsement
RLIG5401 11 19	Property Cyber and Data Exclusion
RLIG5390	TRIA Endorsement - Not Purchased Clause
RLIG5393	Communicable Disease Endorsement

SCT126 01 17 Page 1 of 1

VEHICLE SCHEDULE

POLICY NUMBER: ESMCA-250000250-00

It is hereby understood and agreed that only vehicles specifically scheduled, and for which a premium charge is made, are covered under this policy.

VEHICLE SCHEDULE:

Unit Number	VIN	**	Actual cash value / Sum insured (USD)	Loss Payee Code
1	3AKJHHDR4KSKD2177	Truck 2019 Freightliner Cascadia 126		

See Loss Payee Schedule, if applicable, for a complete list of loss payee or lienholder information.

SCT125 01 17 Page 1 of 1

DRIVER IMPAIRMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the Palomar Motor Truck Cargo Legal Liability Scheduled Vehicle Policy Form ESMCA201 04 17.

It is understood and agreed that the following exclusion is added to F. EXCLUSIONS 2.:

- **m.** Loss or damage where the driver:
 - **a.** Is tested for drug or alcohol-related impairment at the time of such loss or damage and the test results are in excess of the statutory limit under State Law; or
 - **b.** Refuses to be tested for drug or alcohol-related impairment at the time of such loss or damage; or
 - **c.** Is charged by a police officer or other government authority with driving while intoxicated, impaired or under the influence of:
 - 1. Alcohol, or
 - 2. Illegal drugs, or
 - 3. Non-prescription drugs, or
 - **4.** Prescription drugs with a driving restriction, or
 - **5.** Prescription drugs not prescribed to the operator;

All other terms and conditions of this policy remain unchanged.

DRIVER CRITERIA CONDITIONS ENDORSEMENT

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

- Are aged between (minimum) twenty-three (23) and (maximum) seventy-five (75) years of age. Department
 of Transportation Medical Examination Short Form is required for any drivers aged sixty-five (65) to sixtynine (69) years of age. Department of Transportation Medical Examination Long Form is required for any
 drivers aged seventy (70) or older.
- 2. Have a minimum two (2) years (twenty-four (24) consecutive months) of Commercial Driver's License experience, at the time of policy inception or date of hire, whichever is the later, driving similar equipment to that insured under this Policy.
- 3. Have a current valid driver's license to operate the vehicle per state law.
- 4. Have no more than four (4) Moving Violations, as defined below, in the past thirty-six (36) months.
- 5. Have no more than one (1) At Fault accident in the past thirty-six (36) months.
- 6. Drivers must not have any Major Violations, as defined below.

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

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

Violation(s):

Violation(s) means conviction(s).

Major Violation(s):

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

Moving Violation(s):

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

All other terms and conditions remain unaltered.

UNDECLARED DRIVER EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the Palomar Motor Truck Cargo Legal Liability Scheduled Vehicle Policy Form ESMCA201 04 17.

It is understood and agreed that the following **DEFINITIONS**, **EXCLUSIONS AND CONDITIONS** are added to the policy.

- N. DEFINITIONS "Undeclared driver" is added to the policy as outlined below:
- **12.** "Undeclared driver" means any driver not listed on the Driver Schedule.
- F. EXCLUSIONS 2. n. is added to the policy as outlined below:
- **n. Undeclared Driver** this insurance does not apply to any loss involving a covered vehicle while being driven or operated by or under the care, custody or control of any "undeclared driver".
- K. OTHER CONDITIONS Driver Reporting is added to the policy as outlined below:
- 11. Driver Reporting

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

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

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

All other policy terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Motor Truck Cargo Endorsement

This Endorsement modifies insurance provided under Motor Truck Cargo Legal Liability Policy Scheduled Vehicle Form.

It is understood and agreed that the following is added to the Exclusions:

We will not pay for "loss" or damage to covered property in or on a "vehicle" that is caused by, results from or in any way arises out of rain, hail, snow, ice, sleet, sand or dust all whether driven by wind or not, unless the "loss" or damage is sustained during an "occurrence" and results from an aperture in a roof, wall, door, or floor concurrently and directly caused by, resulting from, or arising from a "specified peril".

All other terms and conditions remain unaltered.

MOTOR TRUCK CARGO LEGAL LIABILITY POLICY SUPPLEMENTAL DECLARATIONS

Policy Number: ESMCA-250000250-00

Insured: LALPURIA TRANS INC

Coverage Limit of Insurance

Per Vehicle Limit: The most we will pay for "loss" on any one "vehicle": \$ 100,000

Occurrence Limit: The most we will pay for "loss" in any one "occurrence" is: \$ 100,000

Deductible Amount: Subject to the below *Specified Deductible Amount(s)* \$ 2.500

Mechanical Breakdown Deductible Amount: (Refrigeration) \$ 5,000

Specified Deductible Amount(s): (if any)

\$5,000 or 10% of the Claim, whichever is greater, for any one occurrence regarding theft of cargo in the following counties; Los Angeles County, CA - San Bernardino County, CA - Riverside County, CA - Miami-Dade County, FL -Cook County, IL - Will County, IL - Dallas County, TX - Harris County, TX - Tarrant County, TX - Middlesex County, NJ.

Business Description: Dry Van/Box, Refrigerated

Description of Covered Property:

Beverage-- Non-Alcoholic, Canned Goods, Frozen Food (other than Meat & Seafood), Reefer processed foods (other than frozen)

Radius: (miles) 3,000

Coverage Territory: Wherever located in the 48 contiguous states of the United States of America or the District of Columbia.

ESMCA200 05 23

Page 1 of 3

Coverage Extensions: Limit of insurance

1. Pollutant Clean Up and Removal Expense \$ 5,000

2. Preservation of Property \$ 5,000

For up to 30 Days

For up to 10 Days

3. <u>Debris Removal Expense</u> \$ 5,000

4. Defense Costs - (as described in section E. COVERAGE EXTENSIONS)

5. Freight Charges \$ 2,500

6. <u>Temporary Substitute Vehicle</u> For up to 10 Days

7. Newly Acquired Vehicles For up to 15 Days

Optional Coverages:

<u>Trailer Interchange Coverage</u>

per "trailer" \$ NOT COVERED

per "occurrence" \$ NOT COVERED

<u>Unscheduled Terminals</u>

* NOT COVERED For up to 10 Days

The most we will pay for "loss" in or at Unscheduled "terminal" location(s)

* NOT COVERED For up to 10 Days

whether in or on cargo carrying vehicles or otherwise.

Scheduled Terminals \$ NOT COVERED

The most we will pay for "loss" in or at the following Scheduled "terminal"

location(s) whether in or on cargo carrying vehicles or otherwise.

Location Address:

Terrorism Coverage:

<u>Terrorism Risk Insurance Act</u> – Certified Acts Coverage: NOT COVERED

Coverage Amount:

Terrorism Coverage Premium \$ 0.00

Policy Premium \$ 1,143.86

25% Minimum Earned Premium \$ 288.32

Cancellation: Except for non-payment of premium, Paragraph M. of the Motor Truck Cargo Legal Liability Policy is amended

to allow 30 days for notifying "you" of "our" cancellation of the Policy.

Endorsements: See 'SCT126 01 17 - SCHEDULE OF FORMS AND ENDORSEMENTS' for a complete list of policy forms

and endorsements.

ESMCA200 05 23 Page 2 of 3

Limitation on Specific Commodities:

In the event of "loss" by theft of any of the commodities below, we will not be liable for more than 10% of the Limit of Insurance applying to "vehicles" or "terminals" as respects such commodities:

Commodities:

No Target Commodities

ESMCA200 05 23 Page 3 of 3

MOTOR TRUCK CARGO LEGAL LIABILITY POLICY SCHEDULED VEHICLE FORM

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

A. AGREEMENT

In consideration of your payment of the required premium and in reliance upon the Declarations and application for this policy, we provide the coverage described herein subject to all the terms and conditions contained in this policy.

B. COVERAGE

Subject to the applicable Limit(s) of Insurance shown in the Supplemental Declarations and the other terms and conditions of this policy we shall pay for "loss" to covered property which occurs during the "policy period" that you become legally obligated to pay as a carrier under a written bill of lading, written contract of carriage or written shipping receipt issued by you or on your behalf.

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

C. COVERAGE EXTENSIONS

- **1. Cargo, Property of Others** We cover "loss" to property of others while in the ordinary course of "transit" in or on a "vehicle" shown on the Vehicle Schedule.
- **2. Terminal Location** When a "terminal" location limit is indicated on the Supplemental Declarations, we cover "loss" to property of others described in 1, above, while at a "terminal" described on the Supplemental Declarations.

We only cover "loss" to property of others up to 10 days following the arrival of the property at a "terminal". However, in no event will we cover "loss" to property of others beyond the period of time for which you are liable under the terms of the written bill of lading, written contract of carriage or written shipping receipt.

The "terminal" location limit shown in the Supplemental Declarations is the most we will pay for "loss" to property of others at a "terminal" including such property on "vehicles" located at the "terminal".

D. PROPERTY NOT COVERED

The following types of property are not covered by the policy:

- **1.** Antiques or objects of art, including but not limited to paintings and statuary,
- 2. Contraband or property in the course of illegal transportation or trade.
- 3. Jewelry, precious or semi-precious stones, gold, silver, platinum or other precious metals or alloys.
- 4. Live animals, unless death or destruction is made necessary by:
 - a. fire
 - b. lightning, windstorm, hail;
 - c. collision, overturn or derailment of a "vehicle" or trailer;
 - d. collapse of a bridge or culvert; or
 - e. theft
- 5. Accounts, bills, currency, food stamps or evidences of debt, lottery tickets, money, notes or securities.
- **6.** Property of others after delivery to the intended destination.
- 7. Property you hold in storage under warehouse receipts or other written contracts.
- **8.** Intermodal containers, trailers, semi-trailers or any other cargo carrying conveyance except as provided elsewhere in this policy.

E. COVERAGE EXTENSIONS

1. Pollutant Clean Up and Removal Expense

ESMCA201 04 17 Page 1 of 9

We will pay expenses for which you are legally liable to extract "pollutants" from land or water at a location where a covered "loss" occurs, if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" from Covered Property is caused by or results from a covered "loss" that occurs during the "policy period". The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the covered "loss" occurred. This Coverage Extension does not apply to costs to test for, monitor or assess the existence or concentration of "pollutants". But, we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Coverage Extension is \$5,000, unless otherwise indicated on the Supplemental Declarations, for the sum of all covered "pollutant" 'clean up and removal expenses occurring during "policy period", The Limit of Insurance shown for this Coverage Extension, or on the Supplemental Declarations, is an additional amount of insurance.

2. Preservation of Property

If it is necessary to move Covered Property to preserve it from "loss":

- a. We will pay the necessary and reasonable costs for you to move Covered Property away from the location of imminent "loss", the most we will pay for such moving expenses is \$5,000 in any one "occurrence" or "policy period", and
- **b.** We will pay for any direct physical "loss" to the Covered Property while being moved or while temporarily stored at another location for a period not to exceed 30 days.

3. Debris Removal Expense

We will pay your expense to remove debris of Covered Property caused by or resulting from a "Loss" that occurs during the "policy period".

The expenses will be paid only if they are reported to us in writing within 180 days of the date of such "loss".

The most we will pay under any one "occurrence" under this Coverage Extension for debris removal is \$5,000, unless otherwise indicated on the Supplemental Declarations. The Limit of Insurance shown in this Coverage Extension is an additional amount of insurance.

This Coverage Extension does not apply to costs to:

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

4. Defense Costs

We have the right and duty to defend any "suit" brought against you alleging damage to property of others for which you may be liable under a written bill of lading, written contract of carriage or written shipping receipt issued by you or on your behalf. We may investigate and settle a claim or "suit" with the owners of the property. We will have no duty to defend you against any "suit" seeking damages to which this insurance does not apply. Our duty to defend you ends when we have paid the applicable Limit of Insurance as a result of a judgment or written settlement.

You must not admit liability for a "loss", settle a claim or incur expense without our written consent. You must not interfere with our negotiation for a settlement.

We will pay the following expenses associated with any "suit" we defend:

- a. All expenses which we incur while investigating and defending the "suit".
- **b**. The costs of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not furnish these bonds.
- **c.** Reasonable expenses that you incur at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$250 a day because of time off from work.

ESMCA201 04 17 Page 2 of 9

- d. All costs taxed against you in the "suit".
- **e.** Prejudgment interest awarded against you on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- f. All interest on the full amount of any judgment that accrues:
 - 1. After entry of the judgement and before we have paid; or,
 - 2. Offered to pay; or,
 - 3. Deposited in Court the part of judgement that is within the applicable limit of insurance.

These payments will not reduce the applicable limits of insurance shown in the Supplemental Declarations.

5. Freight Charges

We pay freight charges that are due to you and that become uncollectible as a result of a "loss" to covered property.

The most we will pay under this Coverage Extension for all freight charges in any one "loss" is \$2,500. The Limit of Insurance for this Coverage Extension is an additional amount of insurance.

6. Temporary Substitute Vehicle

We will cover "loss" to property of others while in "transit" in or on a "Temporary Substitute Vehicle". Coverage applies for up to 10 days from the date a "vehicle" scheduled to the Vehicle Schedule cannot be driven because it was stolen or damaged by fire, upset, overturn or collision.

7. Newly Acquired Vehicles

We will cover "loss" to property of others while in the ordinary course of transit in or on a "vehicle" you acquire during the "policy period". Coverage only applies for up to 15 days from the date of acquisition or until the expiration of the policy, whichever first occurs. You agree to report such "vehicle" to us and pay any additional premium from the date you acquire it.

The most we will pay for loss to property of others on Newly Acquired Vehicles is the highest Limit of Insurance shown on the Vehicle Schedule for any one scheduled vehicle.

F. EXCLUSIONS

- 1. We will not pay for "loss" if one or more of the following exclusions apply to the "loss", regardless of other causes or events that contribute to or aggravate the "loss", whether such causes or events act to produce the "loss" before, at the same time as or after the excluded causes or events.
 - a. Civil Authority We do not pay for "loss" caused by order of any civil authority, including seizure, confiscation, destruction or quarantine of property. We do pay for "loss" resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.
 - b. Nuclear Hazard Nuclear reaction or radiation, radioactive contamination, however caused. But if nuclear reaction, or radioactive contamination results in fire, we will pay for the loss or damage caused by that fire.
 - c. War and Military Action We do not pay for "loss" arising directly or indirectly out of:
 - 1. War, including undeclared or civil war; or
 - 2. War like action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or
 - **3.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

This exclusion also applies to "loss" or expense caused by or in connection with any action taken to prevent, defend against or minimize an act or the threat of an act described in 1., 2., or 3. above.

ESMCA201 04 17 Page 3 of 9

- 2. We will not pay for "loss" or damage that is caused by, results from or in any way arises out of one or more of the following:
 - **a. Criminal, Fraudulent or Dishonest Acts** criminal, fraudulent, dishonest or illegal acts alone or in collusion with another by:
 - **1.** You;
 - 2. Others who have an interest in the property;
 - **3.** Others to whom you entrust the property, including but not limited to, owner operators that you have hired.
 - 4. Your partners, officers, directors, trustees or joint ventures; or
 - **5.** The employees or agents of 1., 2., 3., or 4., above, whether or not they are at work. This does not apply to acts of destruction by your employees, but we do not pay for theft by employees.
 - **b. Loss of Use** loss of use, business interruption, delay, loss of market or market value or any other remote or consequential "loss".
 - **c. Pollutants** the release, discharge, seepage, migration, dispersal or escape pf "pollutants" unless the release, discharge, seepage, migration, dispersal or escape is caused by a "specified peril".
 - **d. Voluntary Parting** voluntary parting with title to or possession of any property whether or not caused by any fraudulent scheme, trick or false pretense.
 - **e. Mechanical Breakdown** mechanical breakdown or failure of refrigeration or heating units unless such coverage is added by endorsement to this policy.
 - **f. Contamination or Deterioration** contamination or deterioration including corrosion, decay, fungus, mildew, mold, rot, rust or any quality, fault or weakness in the covered property that causes it to damage or destroy itself.
 - g. Wear and Tear wear and tear, marring, or scratching.
 - h. Atmosphere and Temperature freezing, overheating, dampness or dryness of atmosphere, changes in or extremes of temperature including failure to maintain temperature in accordance with written bill of lading, written contract of carriage or written shipping receipt.
 - **i. Protection of Property** your neglect to use all reasonable means to save and preserve the property at the time of and after any covered "loss".
 - j. Theft from Detached Trailers theft of covered property from a trailer detached from a tractor unless the trailer is equipped with a fully engaged king pin lock and the trailer is located within a fenced area of at least six feet in height with no openings unless gated with all gates closed and locked to secure against entry.

G. LIMITS OF INSURANCE

The most we will pay for covered "loss" is the applicable Limit(s) of Insurance shown on the Motor Truck Cargo Legal Liability Supplemental Declarations of this policy.

H. YOUR DUTIES IN THE EVENT OF "LOSS"

Compliance with the following duties is a condition precedent to coverage under this policy:

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

ESMCA201 04 17 Page 4 of 9

2. Protect Property

You must take all reasonable steps to protect covered property at and after a covered "loss" to avoid further "loss". We pay the reasonable costs incurred by you for necessary repairs or reasonable emergency measures performed solely to protect covered property from further damage after a covered "loss" to covered property. You must keep an accurate record of such costs. This is not an additional amount of insurance but rather is subject to the Limit of Insurance shown in the Supplemental Declarations. We do not pay for such repairs or emergency measures performed on property which has not been damaged by a covered "loss".

3. Proof of Loss

You must send us, within 60 days after your request, a signed, sworn Proof of Loss. This must include the following information:

- **1.** the time, place and circumstances of the "loss";
- 2. other policies of insurance that may cover the "loss";
- 3. your interest and the interests of all others in property involved, including all mortgages and liens; and,
- **4.** estimates, specifications, inventories and other reasonable information that we may require to settle the "loss".

4. Examination Under Oath

You must submit to examination under oath in matters connected with the "loss" as often as we reasonably request. If more than one person is examined, we have the right to examine each person separately and not in the presence of the other. These requests shall not constitute an admission of liability for any "loss" or damages.

5. Records

You must produce records including tax returns and bank microfilms of all cancelled checks relating to value, "loss" and expense and permit copies and extracts to be made of them as often as we reasonably request.

6. Damaged Property

If the damaged and undamaged property is in your care, custody and control, you must exhibit the property as often as we reasonably request and allow us to inspect or take samples of the property.

7. Volunteer Payments

You must not, except at your own expense, voluntarily make payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage as provided in 2 above.

8. Abandonment

You may not abandon the property to us without our written consent. Additionally, you cannot abandon property to us in order to claim a total "loss".

9. Cooperation

You must cooperate with us in performing all acts required by this policy.

I. VALUATION

The value of covered property at the time of "loss" will be its Actual Cash Value (defined as replacement cost less depreciation and obsolescence). However, if the amount of your liability for covered property is reduced to an amount:

- a. set by law, or
- **b.** lawfully set by you in a bill of lading, contract of carriage or shipping receipt that is issued by you or on your behalf,

we will not pay more for "loss" to covered property than such reduced amount of your responsibility.

J. OUR OBLIGATION TO PAY "LOSS"

1. In the event of "loss" we will pay the least of the following:

a. The value of the Covered Property in accordance with Section I. Valuation;

ESMCA201 04 17 Page 5 of 9

- **b.** The shippers cost of repairing or replacing the Covered Property;
- **c.** The applicable Limit of Insurance shown on the Supplemental Declarations. In no event will we pay more than the Occurrence Limit indicated on the Supplemental Declarations if a "loss" involves:
 - 1. One or more "terminal" locations; or
 - 2. Any combination of "vehicles" or "terminal" locations.

When a truck, trailer or semi-trailer is situated within a "terminal", the limit for "Terminal" Location, if any, applies. In no event will we combine the limit for a "vehicle" with the limit for "Terminal" Locations.

We reserve the right to take all or any part of the damaged property at the agreed value, if any, as established in accordance with Section 1. Valuation a. or b.

2. Payment of "Loss"

We will pay or make good any "loss" covered under this Policy within 30 days after:

- a. We reach agreement with the owner of the property; or
- **b.** The entry of final judgment or award.

We will not be responsible for any part of a "loss" that has been paid by others.

3. Deductible

We will not pay for "loss" until the amount of the adjusted loss exceeds the deductible shown in the Supplemental Declarations. We will then pay the amount of the adjusted "loss" in excess of the deductible up to the applicable Limit of Insurance.

4. Insurance Under More Than One Coverage

If more than one coverage of this policy applies to the same "loss", we pay no more than the actual "loss" or damage sustained.

5. Insurance Under More Than One Policy

You may have another Motor Cargo Liability Policy providing insurance on the same or similar terms and conditions as this policy. In that event, we will pay our share of the covered "loss". Our share is the proportion that the applicable limit under this policy bears to the total limit of all policies covering that "loss" whether or not such other insurance is collectible.

If there is another policy covering the same "loss", other than that described above, we pay only for the amount of covered "loss" in excess of the amount due from that other policy, whether collectible or not, subject always to the applicable limit of this policy. This provision shall not apply to other policies which are purchased specifically to be excess over this policy, in which case, this policy shall be primary to such insurance.

K. OTHER CONDITIONS

1. 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.

2. Legal Representatives

In the event of your death, if you are an individual, or in the event of your insolvency or bankruptcy, your legal representative will be an insured under this policy.

This person or organization is an insured only with respect to property covered by this policy. This coverage does not extend past the "policy period" indicated on the Declarations.

3. Misrepresentation, Concealment or Fraud

This coverage is void as to you and any other insured if, before or after "loss":

- **a.** you or any other insured has concealed or misrepresented:
 - 1.a material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2. your interest herein.

ESMCA201 04 17 Page 6 of 9

b. there has been fraud or false statements by you or any other insured with regard to a matter that relates to this insurance or the subject thereof.

4. Subrogation and Recoveries

If we pay for a "loss" and lost or damaged property is recovered, or payment is made by those responsible for the "loss", the following provisions apply:

- **a.** you must notify us promptly if you recover or receive payment;
- **b.** we must notify you promptly if we recover property or receive payment;
- **c.** any recovery expenses incurred by either are reimbursed first;
- **d.** if we pay for a "loss", we may require you to assign to us your right of recovery against others. You must do all that is necessary to secure our rights. We do not pay for a "loss" if you impair this right to recover after a "loss".

Any recovery or salvage on a "loss" will accrue entirely to our benefit until the sum paid by us has been fully recovered.

5. Restoration of Limits

A "loss" we pay under this policy does not reduce the applicable limits with respect to subsequent unrelated "loss(es)"

6. Suit Against Us

No one may bring a legal action against us under this coverage unless all of the "terms" of this coverage have been complied with and the "suit" has been brought within 2 years after you first have knowledge of the "loss". If any applicable law makes this limitation invalid, then "suit" must begin within the shortest period permitted by law. No one has the right under this coverage to join us as a party or otherwise bring us into legal action asking for damages from you. Legal action may be brought against us to recover on a final judgment award or a settlement to which we agree in writing subject to the terms of this coverage.

7. Coverage Territory

We cover property while it is within the 48 contiguous states of the United States of America and the District of Columbia.

8. Your Reimbursement to Us

You must reimburse us all sums for a "loss" that we have paid that we would not have been required to pay except for the attachment to this policy on endorsement pursuant to any federal, or state law or regulation.

You must reimburse us within 10 days after we have notified you that we have paid such a "loss".

9. Inspections and Surveys

- **1.** We have the right to:
 - **a.** Make inspections and surveys at any time;
 - **b.** Give you reports on the condition we find; and
 - **c.** Recommend changes.
- 2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - **b.** Comply with laws, regulations, codes or standards.
- **3.** Paragraphs 1. and 2. of this condition apply not only to us but also any rating, advisory rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

L. LIMITATION OF COMMODITIES

ESMCA201 04 17 Page 7 of 9

In the event of "loss" by theft of any of the commodities indicated on the Supplemental Declarations, we will not be liable for more than 10% of the Limit of Insurance applying to "vehicles" or "terminals" as respects such commodities.

M. CANCELLATION

You may cancel this insurance by sending to us advance written notice of the date cancellation is to take effect.

We may cancel this insurance by sending you notice. The notice will state the effective date of cancellation which ends the "policy period". We may mail or deliver the notice of cancellation. If mailed, proof of mailing will be sufficient proof of notice. In either case, we will send the notice to your last mailing address known by us.

If we cancel for non-payment of premium, we will send you at least 10 days' notice. If we cancel for any other reason, we will send you at least 30 days' notice.

If this insurance is canceled, you may be entitled to a premium refund.

If so, we will send you the refund in due course. If we cancel, the refund will be pro-rata. If you cancel, the refund will be based upon our customary short rate table subject to the Minimum Earned Premium shown in the Supplemental Declarations. The cancellation will be effective even if we have not made or offered a refund.

Cancellation shall not affect coverage on any shipment in "transit", if any, on the effective date of cancellation.

N. DEFINITIONS

- **1.** "Loss" means accidental, external, direct physical destruction, theft or damage to covered property as described in Section C. Covered Property,
- 2. "Occurrence" means any one "loss", disaster, casualty or series of "losses", disasters, or casualties, arising out of one event. When the term applies to "loss" or "losses" from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, earthquake, volcanic eruption, riot, riot attending a strike, civil commotion and vandalism and malicious mischief one event shall be construed to be all losses arising during a continuous period of 72 hours.
- **3.** "Policy Period" means the policy period shown in the Declarations of this policy unless cancelled in which case the policy period shall end at the effective date of such cancellation.
- 4. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder, including, but not limited to, bacteria, fungi, virus, or hazardous substances as listed in the Federal Water, Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and Toxic Substances Control Act or as designated by the U.S. Environmental Protection Agency. Waste includes materials to be recycled, reconditioned or reclaimed.
- 5. "Specified perils" means:
 - a. fire;
 - b. lightning;
 - c. windstorm;
 - d. hail:
 - e. collision;
 - f. overturn;
 - g. derailment of a transporting conveyance;
 - h. collapse of a bridge or culvert, and
 - i. theft
- 6. "Suit" means a civil proceeding in which "loss" or damage to which this insurance applies are alleged.
- 7. "Suit" includes:

ESMCA201 04 17 Page 8 of 9

- **a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent: or
- **b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 8. "Terminal "means a building or buildings, including the legal boundaries of the property used for:
 - **c.** handling covered property as it is transferred between transporting conveyances for a period of time not exceeding ten (10) days from the date of arrival, but
 - **d.** in no event to exceed the period of time for which you are liable.
- **9.** "Temporary Substitute Vehicle" means the power unit you lease, rent or borrow to temporarily replace a "vehicle" scheduled on the Vehicle Schedule if such vehicle cannot be driven because it was stolen or damaged by fire, upset, overturn or collision.
- 10. "Transit" means the process that begins when you accept covered property for the actual movement of the covered property from the point of shipment bound for a specific destination or while awaiting such movement. "Transit" continues during the ordinary reasonable and necessary stops, interruptions, delays or transfer incidental to the route and method of shipment, including rest periods taken by the driver(s). "Transit" also includes loading and unloading and while covered property is in the possession of connecting carriers if you are liable for covered property. In no event shall "transit" extend beyond the period of time for which you are liable under the bill of lading, contract of carriage or shipping receipt issued by you or on your behalf.
- **11.** "Vehicle" or "Anyone vehicle" means any one transporting conveyance such as a truck, trailer, semi-trailer or combination of these pulled by the power unit shown on the Vehicle Schedule.

ESMCA201 04 17 Page 9 of 9

STANDARD PROPERTY CONDITIONS

This endorsement modifies insurance provided by the policy as follows;

The following provisions are hereby made part of this policy. These provisions shall take precedence if and to the extent there is a conflict with any other policy provision(s).

MINIMUM EARNED PREMIUM CLAUSE

In the event of cancellation of this policy by the assured, a minimum premium of 25% as of inception shall become earned; any conditions of the policy to the contrary notwithstanding. Failure of the assured to make timely payment of premium shall be considered as a request by the assured for the underwriters to cancel this policy. In the event of such cancellation by the underwriters for non-payment of premium the minimum premium shall be due and payable; provided however, such non-payment cancellation shall be rescinded if the assured remits the full premium within 10 days of receiving notice of it. In the event of any other cancellation by the underwriters, the earned premium shall be computed pro-rata, not subject to the minimum premium.

POLICY DEDUCTIBLE

Each claim for loss or damage separately occurring shall be adjusted separately and from each such adjusted claim, the Deductible amount shown in the Supplemental Declarations shall be deducted. Notwithstanding the foregoing, the deductible amount applying to certain peril(s) insured against by this policy shall be as follows:

REFER TO THE MOTOR TRUCK CARGO LEGAL LIABILITY SUPPLEMENTAL DECLARATIONS FOR SPECIFIED DEDUCTIBLE AMOUNT(S).

In the event of any other insurance covering the property insured hereunder, whether or not concurrent, the deductible(s) specified herein shall apply in full against that portion of any claim for loss or damage which the Company is called upon to pay under the policy provisions irrespective of any provisions to the contrary of such other insurance.

CANCELLATION CLAUSE

Except and to the extent of the Minimum Earned Premium Clause which is part of this policy, this clause supersedes other cancellation clauses made a part of this policy.

CANCELLATION: This policy may be cancelled by the Insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Insured, at the mailing address shown in this policy or last known address, written notice, stating when, not less than 30 days thereafter (10 days for non-payment of premium) such cancellation shall be effective. The effectiveness of cancellation is not dependent on the return of unearned premium with the notice. Proof of mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or the Company shall be equivalent to mailing. If the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment shall be made as soon as practicable after cancellation becomes effective.

ESMCA203 05 23 Page 1 of 2

WAR RISK EXCLUSION CLAUSE

The Company shall not be liable for any loss, caused directly or indirectly, by (1) hostile or warlike action in time of peace or war, whether or not declared, including action in hindering, combating or defending against an actual, impending or expected attack (a) by government or sovereign power (dejure or de facto) or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or force (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war, whether or not its discharge was accidental; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating, or defending against such an occurrence, seizure or destruction; (4) any consequence of any of the foregoing.

NUCLEAR EXCLUSION CLAUSE

The Company shall not be liable for loss by nuclear reaction or nuclear radiation or radioactive contamination all whether controlled or not, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy. If the peril of fire is insured under this policy, then, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

SALVAGE AND RECOVERY CLAUSE

All salvages, recoveries and payments recovered or received either prior or subsequent to a loss settlement under this policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto, including deduction of the Company's cost of recovery or salvage.

REPORTING CLAUSE

Notwithstanding that the Insured may be obligated to report full values for premium purposes, the Company's maximum limit of liability shall not exceed that amount stated as the policy limit of liability.

PROOF OF LOSS AND PAYMENT

The Insured shall complete and sign a sworn proof of loss within ninety (90) days after the occurrence of a loss (unless such period be extended by the written agreement of the Underwriters) stating the time, place and cause of loss, the interest of the Insured and of all others in the property, the sound value thereof and the amount of loss or damage thereto, and all other insurance thereon. All adjusted claims shall be due and payable thirty (30) days after the presentation and acceptance of satisfactory proof(s) of loss at the office of the Underwriters.

GOVERNMENT ACTIVITY CLAUSE

The Company shall not be liable for loss or damage caused by or resulting from: (1) the seizure or destruction of property insured by this policy by any government body, including any customs or quarantine action, or (2) confiscation or destruction of any property by order of any government or public authority, except an order to destroy property to prevent the spread of fire or explosion.

All other terms, conditions and exclusions of this policy remain unchanged.

ESMCA203 05 23 Page 2 of 2



PALOMAR EXCESS AND SURPLUS INSURANCE COMPANY

Important Notice - In Witness Clause

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

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

PESIC PRESIDENT

Jason Sears

PESIC SECRETARY

QUESTIONS REGARDING YOUR INSURANCE?

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

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



PALOMAR EXCESS AND SURPLUS INSURANCE COMPANY

SERVICE OF SUIT CLAUSE

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

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

Palomar Excess and Surplus Insurance Company

Attn: President

3601 W. 76th Street, Suite 450

Edina, MN 55435

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Motor Truck Cargo Endorsement

This Endorsement modifies insurance provided under the Motor Truck Cargo Legal Liability Policy Scheduled Vehicle Form.

It is understood and agreed that the following is added:

K. OTHER CONDITIONS

10. Co-Insurance

We shall not be liable for a greater proportion of any loss or damage to the total value of all covered property than the proportion the applicable insurance bears to the total value of all property at the time and place of the loss.

For example:	Loss Truck limit Total value of all cargo Deductible	USD USD USD USD	20,000 100,000 200,000 1,000		
So	<u>Truck limit</u> Total value of all cargo	USD USD	$\frac{100,000}{200,000} = 50\%$		
	Therefore	USD	20,000 Loss x 50% = Less deductible Underwriters will pay	USD USD USD	10,000 1,000 9,000

All other Policy terms and conditions remain unchanged.

ESMCA COI 01 22 Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION, CONTAMINATION, DEBRIS REMOVAL EXCLUSION

This endorsement modifies insurance provided under the Motor Truck Cargo Legal Liability Policy. Except as otherwise provided under the Motor Truck Cargo Legal Liability Policy Coverage Extension 1. (and in such event, only to the extent provided therein),

Pollution, Contamination, Debris Removal Exclusion

1. Property Not Covered

This policy does not cover land, land values or water.

2. Pollution and Contamination Exclusion.

This policy does not cover loss or damage caused by, resulting from, contributed to or made worse by actual, alleged or threatened release, discharge, escape or dispersal of CONTAMINANTS or POLLUTANTS, all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any physical damage insured by this policy.

Nevertheless, if fire is not excluded from this policy and a fire arises directly or indirectly from seepage or contamination or pollution, any loss or damage insured under this policy arising directly from that fire is insured, subject to the provisions of this policy.

CONTAMINANTS or POLLUTANTS means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder, including, but not limited to, bacteria, virus, or hazardous substances as listed in the Federal Water, Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and Toxic Substances Control Act or as designated by the U.S. Environmental Protection Agency. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion shall not apply when loss or damage is directly caused by covered Specified Perils, listed in Section N. of the Coverage Form. This exclusion shall also not apply when loss or damage is directly caused by leakage or accidental discharge from automatic fire protective systems.

3. Asbestos, Dioxin or Polychlorinated Biphenols Exclusions

This policy does not cover -

- **a.** Asbestos, dioxin or polychlorinated biphenols (hereinafter all referred to as "Materials") removal from any good, product or structure unless the asbestos is itself damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, leakage or accidental discharge from automatic fire protective system.
- **b.** Demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating such Materials;
- **c.** Any governmental direction or request declaring that such Materials present in or part of or utilized on any undamaged portion of the insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.

The exception to exclusion 3(a), above, does not apply to payment for the investigation or defense of any loss, damage or any undamaged portion of the insured's property can no longer be used for the purpose for which it was intended.

ESMCA205 04 17 Page 1 of 2

4. Debris Removal Exclusion

The Company will pay the expense within the sum insured to remove debris of insured property damaged or destroyed by an insured peril during the policy term.

The Company will not pay the expense to:

- a. Extract contaminants or pollutants from the debris; or
- **b**. Extract contaminants or pollutants from land or water; or
- c. Remove, restore or replace contaminated or polluted land or water; or
- **d**. Remove or transport any property or debris to a site for storage or decontamination required because the property or debris is affected by pollutants or contaminants, whether or not such removal, transport, or decontamination is required by law or regulation.

It is a condition precedent to recovery under this extension that the Company shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder and that the Insured shall give written notice to the Company of intent to claim for cost of removal of debris or cost to clean up not later than 180 days after the date of such physical loss or damage.

5. Authorities Exclusion

Notwithstanding any of the provisions of this policy, the Company shall not be liable for loss, damage, costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any Government Agency, Court or other Authority arising from any cause whatsoever.

All other terms, conditions and exclusions of this policy remain unchanged.

ESMCA205 04 17 Page 2 of 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC DATA AND OPERATING SYSTEMS EXCLUSION

This endorsement modifies insurance provided under the Motor Truck Cargo Legal Liability Policy.

Electronic Data and Operating Systems

It is noted and agreed that this policy is hereby amended as follows:

The Company shall not be liable for any loss, damage, cost or expense directly or indirectly arising out of, caused by, contributed to or resulting from:

- **1.** Any functioning, nonfunctioning, improperly functioning, availability or unavailability of the internet or similar facility, or of any intranet, or private network or similar facility,
- 2. Any Alteration, corruption, destruction, distortion, erasure, theft or other loss of or damage to data, software, information repository, microchip, integrated system or similar device in any computer equipment or non-computer equipment or any kind of programming or instruction set,
- **3.** Loss of use or functionality, whether partial or entire, of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.
- **4.** The failure of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not,
- **5.** The cost or expense for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation,
- **6.** The failure, inadequacy, or malfunction of any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in 4.

Such Damage or Consequential Loss described in 1, 2, 3, 4, 5 or 6 above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

This Endorsement shall not exclude subsequent Damage or Consequential Loss, not otherwise excluded, which itself results from a covered Specified Peril, listed in Section N. of the Coverage Form.

All other terms, conditions and exclusions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD, MILDEW AND FUNGUS EXCLUSION

This endorsement modifies insurance provided under the Motor Truck Cargo Legal Liability.

Mold, Fungi, Wet Rot, Dry Rot, Bacteria or Virus

The Company shall not be liable for any loss, damage, cost or expense directly or indirectly arising out of, caused by, contributed to or resulting from any "mold(s), fungi, wet rot, dry rot, bacteria or virus."

Definition(s)

"Mold(s), fungi, wet rot, dry rot, bacteria or virus" means any type or form of fungus, rot, virus or bacteria. This includes mold, mildew and any mycotoxins, other microbes, spores, scents or byproducts produced or released by mold, mildew, fungus, rot, bacteria, or virus.

All other terms, conditions and exclusions of this policy remain unchanged.

ESMCA073 04 17 Page 1 of 1

TARPAULIN WARRANTY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is a condition under this policy that all loads consisting of steel, steel products, metals, wood, lumber, building materials and plywood transported on flat bed or open trailers, shall be completely and securely covered by waterproof tarpaulin.

All other policy terms and conditions remain unchanged.

ESMCA TW 09 18 Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Motor Truck Cargo Legal Liability Policy Scheduled Vehicle Form Endorsement

This Endorsement modifies insurance provided the Motor Truck Cargo Legal Liability Policy Scheduled Vehicle Form ESMCA201 04 17

It is understood and agreed that the following is added to **F. Exclusions 2**:

k. improper packing or stowage, insufficiency of insulation or packing, failure to comply with the requirements of a Bill of Lading, shipper's invoice, manifest or other shipper's instructions, rough handling or shifting of load.

I. mysterious disappearance including, but not limited to unexplained shortages at delivery or deliveries that include shipper's load or count.

All other terms and conditions remain unaltered.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MECHANICAL BREAKDOWN ENDORSEMENT

This endorsement modifies insurance provided under the Motor Truck Cargo Legal Liability Policy.

Mechanical Breakdown

The Motor Truck Cargo Legal Liability Policy to which this Endorsement is attached is broadened to provide coverage for "loss" or damage to covered property as a result of mechanical breakdown or failure of refrigeration or heating units installed in or on the "vehicles" transporting such property.

However, we will not pay for "loss" caused by or resulting from:

- 1. Insufficient fuel or lubricants required for the normal operation of such refrigeration or heating units due to failure to provide an adequate supply of fuel or lubricant; or
- 2. Willful destruction of, or damage to, refrigeration or heating equipment by you or your employees.

It is a condition of this coverage that all refrigeration and heating units shall be maintained in good condition, will be inspected by you or a service company in accordance with the recommendations of the manufacturer, and that you make any required repairs and perform all corrective or preventive maintenance as specified by the manufacturer of the units. You must maintain records of such inspections, repairs and maintenance.

If you fail to:

- 1. Perform such inspections;
- 2. Make required repairs;
- 3. Perform the maintenance specified; and
- 4. Maintain written records

We will not pay for "loss" under this Endorsement for Mechanical Breakdown.

In the event of a "loss", you must provide us with all records of inspections that relate to the "loss" and permit copies and abstracts to be made from them.

Deductible: We will not pay for "loss" in any one "occurrence" under this coverage until the amount of the adjusted "loss" exceeds the Deductible shown in the Supplemental Declarations. We will then pay the amount of the adjusted "loss" in excess of the Deductible up to the Limit of Insurance shown the Supplemental Declarations.

Limit of Insurance: The limit of insurance stated the Supplemental Declarations is the most we will pay in any one "occurrence" resulting from Mechanical Breakdown. This does not increase the amount of insurance provided by the policy to which this endorsement is attached.

All other terms, conditions and exclusions of this policy remain unchanged.

ESMCA207 04 17 Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THEFT DEDUCTIBLE BY LOCATION ENDORSEMENT

This endorsement modifies insurance provided under the Motor Truck Cargo Legal Liability Policy.

Theft Deductible by Location

The Deductible shown in the Supplemental Declarations of this coverage form is amended by the following provision.

It is hereby understood and agreed that the following deductible applies to loss caused by "theft";

\$5,000 minimum deductible or 10% of loss, whichever is greater, for loss or damage to covered property caused by or resulting from "theft" with respect to the following locations;

Los Angeles County, CA
Riverside County, CA
San Bernardino County, CA
Miami-Dade County, FL
Cook County, IL
Will County, IL
Middlesex County, NJ
Dallas County, TX
Harris County, TX
Tarrant County, TX

Definitions

"theft" means any act of stealing.

All other terms, conditions and exclusions of this policy remain unchanged.

TOTAL OR CONSTRUCTIVE TOTAL LOSS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that in the event of a Total or Constructive Total Loss of any item of property insured during the Period of Insurance specified in the Schedule and the loss is paid by Underwriters then the total premium for that property shall be considered to be fully earned.

This Endorsement shall not apply where State Law or any Premium Finance Agreement would be violated or infringed.

Constructive Total Loss shall be defined as "loss where the cost of recovery and repair would exceed the Limit of Liability shown in the Schedule or the actual cash value (whichever is the lesser amount)".

RLIG546 01/93 Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Automobile Carriers Endorsement

This endorsement modifies coverage provided under the following:

Motor Truck Cargo Legal Liability Policy Scheduled Vehicle Form (ESMCA201 04 17)

Section **B. Coverage** paragraph 1 the first sentence is amended to read as follows:

Covered Property means property of others, principally motor vehicles, that you have accepted for transportation as a motor carrier under your tariff and bill of lading, or shipping receipt issued by you, or under written contract.

Section **G. Limits of Insurance** is amended by adding the following:

The most we will pay for "loss" to any one motor vehicle is \$50,000.

Section **I. Valuation** is amended by adding the following:

the cost to repair or replace with material of like kind and quality, less the cost to repair preexisting damage and defects.

Section N. Definitions

The definition of "Loading" is added to include the following:

"Loading" means motor vehicles being operated under their own power, within a one half mile radius of the transporting conveyance, solely for the purpose of being placed on the transporting conveyance, or while temporarily located within 50 yards of the transporting conveyance while the load is being shifted or rearranged.

The definition of "Unloading" is added to include the following:

"Unloading" means motor vehicles being operated under their own power, within a one half mile radius of the transporting conveyance, solely for the purpose of delivery from the transporting conveyance, or while temporarily located within 50 yards of the transporting conveyance while the load is being shifted or rearranged.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC PROPERTY EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the Motor Truck Cargo Legal Liability Policy.

Specific Property Exclusion

In addition to the property listed in Section **D. PROPERTY NOT COVERED**, the following types of property are not covered by the policy.

Property Not Covered:

Aircraft-- Engines, Aircraft-- Parts, ATVs, Snowmobiles & Waverunners, Audio, Video & Studio Equipment, Auto Parts & Accessories (not Tires), Beverage-- Beer, Beverage-- Liquor, Beverage-- Wine, Bicycles, Segways & Hoverboards, Camera Supplies & Accessories, Cameras & Photographic Equipment, Cattle, Cell Phones, Chemicals (not Red Label Placard), Chemicals-- Red Label Placard, Cigarettes, Cigars or Tobacco (mfgd.), Clothing-- Athletic, Clothing-- Blue Jeans, Clothing-- Designer, Clothing-- T Shirts, Computer-- Desktop, Laptop & Network Systems, Computer-- Games & Software, Computer-- Gaming Systems, Copper and Copper Products, Copper and Copper Products (Bulk), Copper and Copper Products (Flatbed), Cosmetics (not Perfume), Cotton (baled cotton), Dept Store Merchandise (Macy's, Nordstrom's), DVD Players, MP3 Players, iPods & iPads, DVDs, Compact Discs & Tapes, Electronic-- Accessories, Electronic-- Data Processing (not Computers), Equine (other than Racing), Equine (racing), Exotic Animals (Alpaca, Llama, etc.), Explosives, Fashion Accessories, Fertilizer (Nitrate), Fertilizer (other than Nitrates), Film, Fine Arts, Firearms and Ammunition, Furs, Goats, Household Goods (Movers), Jewelry & Watches, Leather and Leather Goods, Meat-- Boxed, Meat-- Hanging/Swinging, Medical Diagnostic Equipment, Memorabilia & Collectibles, Mobile Homes (no motor), Money & Securities, Motorcycles, Nuts - Peanuts, Almonds, Pecans, Pistachios, etc., Oriental Rugs, Oversized/ Overweight Loads, Perfume, Pharmaceutical Products-- Over the Counter, Pharmaceutical Products-- Prescription, Poultry (Livestock), Precious Metals, Bullion & Alloys, Purses, Handbags, Wallets & Belts, Radioactive Material, Seafood-- Fresh (other than Canned Seafood), Seafood-- Frozen (other than Canned Seafood), Sheep, Shoes (other than Designer & Athletic), Shoes-- Designer & Athletic, Silk & Silk Products, Sporting Goods & Equipment, Stereos & Radios, Swine, Televisions, Tires, Tools, Toys (Hobbies & Crafts), Trailers (New for delivery)

All other terms, conditions and exclusions of this policy remain unchanged.

ESMCA217 04 17 Page 1 of 1



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

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

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

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

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

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

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

PRIVACY POLICY STATEMENT

ROCKLAKE INSURANCE GROUP INC.

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

INFORMATION WE COLLECT

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

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

REASONS WE CAN DISCLOSE YOUR PERSONAL INFORMATION

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

RockLake PPS (08/21) Page 1 of 2

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

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

CONFIDENTIALITY AND SECURITY

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

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

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

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

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

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

Email to PPCO@rlig.com Phone# 1-800-716-2559

CONTACTING US

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

RockLake PPS (08/21) Page 2 of 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the Motor Truck Cargo Legal Liability Policy.

Terrorism Exclusion

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

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

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

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

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

All other terms, conditions and exclusions of this policy remain unchanged.

ESMCA2920 04 17 Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY CYBER AND DATA EXCLUSION

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

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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

Definitions

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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

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

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

All other terms, conditions and exclusions of this policy remain unchanged.

RLIG5390 01 20 Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE ENDORSEMENT

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

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

RLIG5393 (03/20) Page 1 of 1