

COMPANY: Hartwell Insurance Company
POLICY NO: HARTCONT242-99169-AMIA
COVERAGE PERIOD: 03/16/2026 - 03/16/2027
at 12:01 A.M. Standard Time at your mailing address.

BROKER:
Amerigo Insurance Agency
1110 Civic Center Blvd #202D
Yuba City, CA 95993

INSURED: Harmanjit Singh Khatra
A member of Continental Trucking Association
1054 MIMOSA DR
Macedonia, OH 44056

EVIDENCE OF INSURANCE

TYPE OF BUSINESS: Trucking For Hire
COMMODITIES HAULED:

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, INSURANCE WILL BE PROVIDED AS STATED IN THIS POLICY.

AN ORIGINAL, COMPLETE POLICY INCLUDING TERMS, CONDITIONS, AND EXCLUSIONS IS ISSUED TO THE CONTINENTAL TRUCKING ASSOCIATION. IN THE EVENT OF ANY CONFLICT BETWEEN THIS EVIDENCE OF INSURANCE SUMMARY AND THE ACTUAL POLICY IN EFFECT, THE TERMS OF THE ACTUAL EFFECTIVE POLICY WILL GOVERN.

As an insured, please refer to your Policy for specific wording, limitations, exclusions, conditions, definitions, and endorsements.

This Policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos" while being driven by covered drivers.

| COVERAGES | MINUS | PREMIUM | RATE |
|--|-------|-----------------|-----------------|
| NON-TRUCKING LIABILITY LIMIT: \$1,000,000.00 | N/A | \$420.00 | \$420.00 |

TOTAL PREMIUM PAYABLE AT INCEPTION: \$420.00

_____ 03/16/2026 _____ BY _____ Eric Huff _____

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SCHEDULE OF COVERED AUTOS

All covered vehicles must be scheduled. Claims with unscheduled vehicles will not be covered.

| Covered Auto No. | Year & Make | Serial Number | Value |
|------------------|----------------|-------------------|-------------|
| 2 | 2014 PETERBILT | 1XPXD49X0ED233000 | \$60,000.00 |

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SCHEDULE OF COVERED DRIVERS

The following individuals are drivers of covered "autos" under this policy. Any driver of a covered "auto" during the coverage period must be reported immediately and added to the list of drivers before operating a covered "auto" scheduled on this policy.

| # | Driver Name | DOB | ST | YOE | DL# |
|---|------------------------|------------|----|--------------|----------|
| 1 | Harmanjit Singh Khatra | 02-01-1980 | OH | Over 5 years | RW715922 |

This policy provides only those coverages where a premium is shown on the Evidence of Insurance. Each of these coverages applies only to the vehicles shown as covered "autos".

A. Vehicles:

All Covered Vehicles must be scheduled. Claims with Vehicles not Scheduled will not be covered.

B. Named Driver Endorsement:

It is hereby understood and agreed that every driver must be reported to, approved by and **"scheduled"** by Continental Trucking Association, prior to any coverage attaching.

No cover shall attach in respect of loss or damage arising from any **"Unreported Driver"**

a) operating

b) being in charge of for the purpose of operating any scheduled automobile.

"Scheduled": A driver, named on or added to the driver schedule attaching to this policy..

"Unreported Driver": Any driver not reported to, approved and scheduled by Continental Trucking Association. All other policy terms and conditions remain unchanged.



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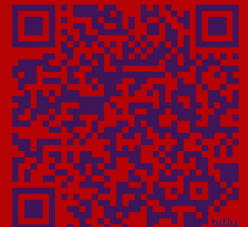
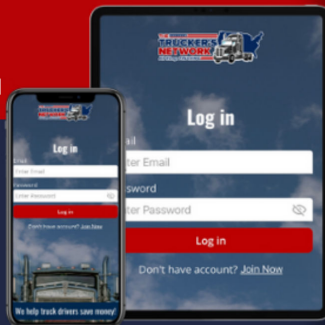
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SCAN ME



INSURANCE POLICY

FOR

Continental Trucking Association
Participating In
Hartwell Property Protected Cell

BY

Hartwell Insurance Company

Hartwell
Insurance

THE FIRST NAMED INSURED IS SELF-INSURED THROUGH A CAPTIVE INSURANCE COMPANY

| SCHEDULE OF COVERAGE | | POLICY REFERENCE: HARTCONT242 |
|----------------------|---|--|
| ITEM 1 | First Named Insured and Address: | Continental Trucking Association Inc 721 North 4th Street, Watertown, Wisconsin, 53098 |
| ITEM 2 | Policy Period: | <u>Effective Date:</u> Continuous from August 1st 2024 |
| ITEM 3 | Coverage Type: | All Non-Trucking Liability Losses. Losses Occurring basis. |
| ITEM 4 | Losses Covered: | All Non-Trucking Liability Losses incurred by the Named Insureds as per Endorsement #1 and Association Owners listed in Endorsement #2. |
| ITEM 5 | Limit of Liability: | <u>Limit of Policy:</u> \$ 1,000,000 per loss occurrence per location. <u>Overall Aggregate Limit:</u> This policy shall also be limited by a Term Aggregate Limit of \$25,000,000 or whatever is in the Segregated Claim account at the time of loss. At all times and notwithstanding the foregoing, the amount in the Segregated Claim Account will be the ultimate amount of Insurance Limit under this Policy. |
| ITEM 6 | Loss Payee: | Per Endorsement #2 |
| ITEM 7 | Period of Cover: | 12 Months unless otherwise stated |
| ITEM 8 | Premium Rate: | Premiums shall be as applicable in the Policy and shall be payable monthly in arrears. Premium Bordereaux for the month to be supplied within 10 days from the beginning of each subsequent month. |
| ITEM 9 | Claims Administrator: | Veritas **ADDRESS** |



| | | |
|--|----------------------------------|--|
| ITEM 10 | Deductible: | As per the attached Policy. |
| ITEM 11 | Segregated Claim Account: | <p>We shall place a portion of all monies received from you into a Segregated Claims Account to fund loss payments. All monies within the Segregated Claims Account shall be available for loss and loss administration expense payments. To be applied against the Segregated Claims Account, each Loss must be reported to the Claims Administrator in accordance with all other terms and conditions of the policy. The Claims Administrator shall adjust each Loss reported against the Segregated Claims Account to determine the value and the validity of such Loss and upon receiving such validation we will make payment from the Segregated Claims Account. To the extent that funds exist in the Segregated Claims Account, Loss Payments shall be made from the Segregated Claims Account to the appropriate Loss Payee. Monies within the Segregated Claims Account are to be considered our property.</p> |
| ITEM 12 | Broker to the Policy: | <p>**NAME**</p> <p>**ADDRESS**</p> |
| <p>THIS SCHEDULE OF COVERAGE IS ATTACHED TO AND MADE PART OF THE POLICY</p> <p>THE FIRST NAMED INSURED IS SELF-INSURED THROUGH A CAPTIVE INSURANCE COMPANY</p> | | |



NON-TRUNKING LIABILITY COVERAGE FORM

PLEASE READ THE ENTIRE POLICY CAREFULLY

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

SECTION I - COVERED TRUCKS

| SYMBOLS | DESCRIPTION OF COVERED TRUCKS DESIGNATED BY SYMBOLS | |
|---------|---|--|
| 1 | Specifically described "trucks" | Only those "trucks" you specifically schedule for which you pay a premium for (and for liability coverage any "trailers" you do not own while attached to any power unit that specifically you schedule and for which you pay premium). |
| 2 | Substitute "truck" | Coverage for substitute "truck" will only be afforded provided it replaces a scheduled vehicle under repair, service or damaged by accident. In any event coverage will not exceed 30 consecutive days unless specifically declared and scheduled. |
| 3 | Newly acquired "trucks" | Coverage for newly acquired "trucks" will terminate after 30 consecutive days (including weekends and holidays) unless specifically declared and scheduled. |



SECTION II - NON-TRUCKING LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay because of "bodily injury" or "property damage" to which this insurance applies, caused by an accident and resulting from the use of the covered "truck" as respect to Non-Trucking Liability as defined in the definitions.

1. Who is an insured?

- a. You for any covered "truck" or
- b. Anyone else while using a covered truck provided only he or she is declared to and agreed by Underwriters prior to any covered accident. Any accident resulting while the covered truck is being operated by a driver who has not been declared to Underwriters, is specifically excluded from any and all policy coverages.

2. Insured Accidents or Losses

This insurance applies only to non business use of a covered automobile after it has returned to its principle place of garage following any business use of the automobile and before any subsequent business of the automobile.

3. Coverage Extensions

a. Supplementary Payments.

In addition to the limit of insurance, we will pay for the "insured"

1. All expenses we incur.
2. All costs taxed against the "insured" in any "suit" against the "insured" we defend.
3. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within the limit of insurance.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected or Intended Injury from any insured

"Bodily Injury" or "property damage" expected or intended from the standpoint of the insured.

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an insured contract provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or similar law.

4. Employee Indemnification and Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - 1. Employment by the "insured"; or
 - 2. Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- 1. Whether the "insured" may be liable as an employer or in any other capacity; and
- 2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Passengers

"Bodily injury" to any passenger unless specifically agreed by Underwriters.

7. Pollution

- a. "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- b. Any loss, cost or expense arising out of any:
 - 1. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

2. Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

8. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

9. Racing

Covered "trucks" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "truck" is being prepared for such a contest or activity.

10. Illegal Activities

Covered "trucks" while being used in any illegal activity. An illegal activity is defined, but not limited to, Federal Regulations Title 49 Part 391.1 through 391.65.

11. Service Activities

Any and all servicing of the "truck" that is a requirement of any lessee shall not be considered a covered accident with respect to this insurance.

12. Following Delivery Activities

A covered "truck" while returning from any location after carrying or hauling property of any person or entity other than the insured, until such time as the covered "truck" is returned to its principal place of garage.

13. Pre-Delivery Activities

A covered "truck" while traveling from its principal place of garage to any location for the purpose of picking up, carrying or hauling property of any person or entity other than the insured.

SECTION III – NON-TRUCKING LIABILITY CONDITIONS

The following conditions apply to this insurance.

General Conditions

1. Bankruptcy

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

2. Concealment, Misrepresentation or Fraud

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

- a. Any part of the application for the coverage;
- b. The covered "truck";
- c. Your interest in the covered "truck" or
- d. Any claim under this Coverage For

3. Liberalization

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

4. No Benefit to Bailee

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

5. Other Insurance

- a. For any covered "truck" you own, this Coverage Form provides primary Non-Trucking Liability insurance. For any covered "truck" you don't own, the insurance provided by this Coverage Form is excess over any other collectible Non-Trucking Liability insurance. However, while a covered "truck" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
 1. Excess while it is connected to a motor vehicle you do not own.
 2. Primary while it is connected to a covered "truck" you own.



b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

The estimated annual premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named

Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

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

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- c. The United States of America;
- d. The territories and possessions of the United States of America;
- e. Puerto Rico; and
- f. Canada

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

8. Two or More Coverage Forms or Policies Issued by Us

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



SECTION IV - NON-TRUCKING LIABILITY CONDITIONS

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

1. Duties in the Event of "Accident", Claim, "Suit" or Loss:

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

- a. In the event of "accident", claim, "suit" or loss, you must give us or our authorized representative prompt notice of the "accident" or loss, including:
 1. How, when and where the "accident", claim, "suit" or loss occurred;
 2. The "insured's" name and address; and
 3. To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 1. Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 2. Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 3. Cooperate with us in the investigation or settlement of the claim or defence against the "suit".
 4. Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
 5. Agree to examination under oath at our request and give us a signed statement of your answers.

2. Legal Action Against Us.

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

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

3. Transfer of Rights of Recovery Against Others to Us.

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

SECTION V - DEFINITIONS

NON-TRUCKING LIABILITY IS DEFINED AS:

1. Only power units which include trailers while attached to a specifically scheduled unit and for which a premium has been paid.
2. Only power units specifically scheduled for which a premium is paid that are either owned or on a specifically written long term lease (excess of 30 days) with a motor carrier that has an active motor carrier (MC#) on file with the Federal Safety Administration with a current active MCS 90 on file.
3. Lease agreements for terms of 29 days or less, which includes "trip leasing" are specifically excluded from any and all coverage for the purpose of this policy coverage.
4. The insured warrants and agrees that service and maintenance of the scheduled power unit shall be considered as a business use for the benefit of the Motor Carrier and shall be specifically excluded from coverage under the terms and conditions of this Non-Trucking Liability coverage.
5. Any claim resulting from an accident occurring while the vehicle is under the direction or control of the motor carrier to whom the scheduled power unit(s) is (are) leased, for the purpose of this insurance is not considered Non-Trucking Liability.

No coverage is afforded by this Non-Trucking Liability policy when the described vehicle(s) is (are):

1. Under motor carrier direction, control or dispatch.
2. Used to carry property in any business or in route for such purpose.
3. Leased without an operator.
4. When permanent lease with certificate holder has terminated, cancelled or broken.
5. When being used for public livery or conveyance.

THIS CERTIFICATE OF INSURANCE IS ISSUED BASED UPON A WARRANTY BY THE INSURED, THAT IT IS A GOVERNMENTALLY REGULATED MOTOR CARRIER OR THAT HE/SHE/IT IS PERMANENTLY LEASED TO THE GOVERNMENTALLY REGULATED MOTOR CARRIER NAMED IN THIS CERTIFICATE. IT IS WARRANTED AND AGREED ALL COVERAGES EXPIRE WHEN THE PERMANENT LEASE HAS BEEN BROKEN, CANCELLED OR TERMINATED BY EITHER THE CONTRACTOR OR MOTOR CARRIER - A NEW CERTIFICATE MUST BE ISSUED IF THE INSURED CHANGES GOVERNMENTALLY REGULATED CARRIERS. FAILURE TO COMPLY WITH THIS WARRANTY WILL RENDER THE CERTIFICATE NULL AND VOID.



ADDITIONAL DEFINITIONS

- A. "Accident" means a sudden event, but includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage", neither expected nor intended from the standpoint of the "Insured".
- B. "Truck" means a land motor vehicle, "trailer" or semi-trailer designed for travel on public roads but does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or diseases sustained by a person including death resulting from any of these.
- D. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- E. "Insured", means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- F. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- G. "Property damage" means damage to or loss of use of tangible property.
- H. "Suit" means a civil proceeding in which damages because of "bodily Injury" or "property damage" to which this insurance applies are alleged.
"Suit" includes:
 - a. An arbitration proceeding in which such damages or covered pollution costs or expenses are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or covered pollution costs or expenses are claimed and to which the insured submits with our consent.
- I. "Trailer" includes semi-"trailer" or dolly used to convert a semi-"trailer" into a "trailer".

VI - Uninsured/Underinsured Coverage

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on US.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members". However, this does not include any "family member", other than the Named Insured's spouse.
 - b. Anyone else "occupying" a covered "truck" or a temporary substitute for a covered "truck". The covered "truck" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "truck" or a temporary substitute for a covered "truck". The covered "truck" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

1. Any claim settled without our consent, if the settlement or judgment prejudices our right to recover payment.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by any person while "occupying" or struck by any vehicle owned by the Named Insured or if the Named Insured is an individual, any "family member", that is not a covered "truck". However, this exclusion does not apply to an individual Named Insured.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.

D. Limit of Insurance



1. Regardless of the number of "insureds", premiums paid, claims made, or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule or Declarations.

However, if "bodily injury" to which this coverage applies is sustained by any person other than an individual Named Insured or any "family member", the Limit of Insurance shown in the Schedule or Declarations for this coverage is also the most we will pay regardless of the number of covered "trucks".

2. If there are two or more covered "trucks" that are not trailers, and "bodily injury" is sustained by an individual Named Insured or any "family member", our Limit of Insurance for any one "accident" is the sum of the limits applicable to each covered "truck" which is not a "trailer". Subject to this maximum limit of liability for all damages:
 - a. The most we will pay for all damages sustained in such "accident" by an "insured" other than an individual Named Insured or any "family member" is that "insured's" pro rata share of the limit shown in the Schedule or Declarations for this coverage, at the time of the "accident".
 - b. An individual Named Insured or any "family member" who sustains "bodily injury" in such "accident" will also be entitled to a pro rata share of the limit described in Paragraph a. above.

A person's pro rata share is the proportion that that person's damage bears to the total damages sustained by all "insureds".

3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible. However, this does not include any amounts paid or payable under medical payments or any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

1. The reference in Other Insurance in the Non-Trucking Liability Provisions in this policy to "other collectible insurance" applies only to other collectible uninsured motorists' insurance.
2. Duties In The Event of Accident, Claim, Suit Or Loss is changed by adding the following:
 - a. Promptly notify the police if a hit-and-run driver is involved, and
 - b. Promptly send us copies of the legal papers if a "suit" is brought.

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

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following condition is added:

ARBITRATION

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable



by that "insured", both parties may agree to an arbitration and to be bound by the results of that arbitration. However, disputes concerning coverage under this policy may not be arbitrated. If both parties so agree, then each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.
5. Two or More Coverage Forms or Policies Issued By Us does not apply.

F. Additional Definitions

As used in this policy:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or trailer:
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "truck" is principally garaged;
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
 - c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:
 1. Hit an "insured", a covered "truck" or a vehicle an "insured" is "occupying"; or
 2. Cause "bodily injury" to an "insured" without hitting an "insured", a covered "truck" or a vehicle an "insured" is "occupying", provided the facts of the "accident" can be corroborated by competent evidence other than the testimony of any person having a claim under this or any other similar insurance as the result of such "accident".

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

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

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Nuclear Incident Exclusion Clause-Liability-Direct (Broad) (U.S.A.)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (3) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or allaying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on Such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self- supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

War and Terrorism Exclusion Endorsement

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

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

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

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

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.

Seepage and/or Pollution and/or Contamination Exclusion U.S.A. & Canada

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

- (a) any loss, damage, cost or expense, or
- (b) any increase in insured loss, damage, cost or expense, or
- (c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority; or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a Peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term 'any kind of seepage or any kind of pollution and/or contamination' as used in this Endorsement includes (but is not limited to):

- (a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a 'hazardous substance' by the United States Environmental Protection Agency or as a 'hazardous material' by the United States Department of Transportation, or defined as a 'toxic substance' by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- (b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

Cancellation Clause

NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by Surrendering of this Contract of Insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than 15 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this insurance shall be cancelled by the Assured the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the customary short rate proportion of any Minimum Premium stipulated herein whichever is the greater.

If this Insurance shall be cancelled by or on behalf of the Underwriters the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the pro rata proportion of any Minimum Premium stipulated herein whichever is the greater.

Payment or tender of any Unearned Premium by the Underwriters Shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.



Service of Suit Clause (U.S.A.)

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

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

Hartwell Insurance Company, 1222 Demonbreun Street, Suite 1201, Nashville, TN 37203, for and on behalf of Hartwell Property Protected Cell.

In the state of California:

Hartwell Insurance Company, 1222 Demonbreun Street, Suite 1201, Nashville, TN 37203, for and on behalf of Hartwell Property Protected Cell.

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

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

SANCTION SUSPENSION CLAUSE

It is a condition of this (re)insurance, and the (re)insured agrees, that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by the (re)insurer would expose that (re)insurer to any sanction, prohibition or restriction under any:

- (a) United Nations' resolution(s); or
- (b) the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Such suspension shall continue until such time as the (re)insurer would no longer be exposed to any such sanction, prohibition or restriction.



**CYBER AND DATA - LIMITED EXCLUSION ENDORSEMENT 1 (FOR ATTACHMENT TO US
GENERAL LIABILITY AND EXCESS LIABILITY FORMS)**

(Other than for Bodily Injury or Property Damage arising out of a Cyber Incident and Data Breach)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any actual or alleged loss, damage, liability, claim, fine, penalty, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - 1.1. 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;
 - 1.2. Data Breach; or
 - 1.3. other loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss of, damage to, corruption of, inability to access or inability to manipulate or theft of any Electronic Data, including any amount pertaining to the value of such Electronic Data;regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 3 or 4.
2. For the avoidance of doubt, this policy does not cover notification costs, crisis consultancy costs, credit monitoring expenses, replacement of actual credit or payment cards, forensic expenses, public relations expenses or legal advice and services arising out of or in connection with a Data Breach.
3. Clause 1.1 of this Exclusion does not apply in respect of any actual or alleged liability for and/or arising out of:
 - 3.1. any Bodily Injury, but which does not include mental injury, mental anguish or mental disease; or
 - 3.2. any Property Damage arising from physical injury to tangible property. Electronic Data is not tangible property;resulting from or arising out of a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act.

Nothing contained in this clause 3 shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a Cyber Incident or a Cyber Act.
4. Clause 1.2 of this Exclusion does not apply in respect of any actual or alleged liability for and/or arising out of:
 - 4.1. any Bodily Injury, but which does not include mental injury, mental anguish or mental disease; or
 - 4.2. any Property Damage resulting from or arising out of physical injury to tangible property. Electronic Data is not tangible property.

Definitions

5. Bodily Injury means as defined in the Policy to which this endorsement is attached.
6. Computer System means 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.

7. 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.
8. Cyber Incident means:
 - 8.1. 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
 - 8.2. 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.
9. Data Breach means:
 - 9.1. the theft, loss, access to, acquisition of, or unauthorized or unlawful use or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit or payment card information, health information, biometric data or any other type of non-public information, involving access to, processing of, use of or operation of any Computer System; or
 - 9.2. the violation of any statute, regulation, common-law, or any other law regulating or protecting access to, collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of Electronic Data.
10. Electronic Data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
11. Property Damage means as defined in the Policy to which this endorsement is attached.

MOTOR INSURANCE CYBER EXCLUSION NO. 3

(1st and 3rd Party cyber risks exclusion)

This Section of your insurance policy does not cover any loss, theft, damage, impairment, disablement or loss of use of your vehicle, or any legal liability arising from death, bodily injury or third party property damage, caused by:

- i. the use of, or failure of, any application, software, or programme in Connection with your vehicle, including driver assistance, safety, security, infotainment or software updates whether authorised or unauthorised;
- ii. the use of, or failure of, any electronic device connected to your vehicle (for example smartphones, tablets or smartwatches used for navigation, infotainment or any other purpose);
- iii. any computer virus, ransomware, code or software;
- iv. theft of, loss of access to, or damage to, any telematic device or any electronic data (for example files, music or images) wherever it is stored;
- v. any threat, deception or hoax relating to i., ii., iii., and/or iv. above.

25% Minimum Earned Premium Endorsement

In consideration of the premium charged, it is agreed that in the event of cancellation at this policy by the named insured as specified herein, return premium shall be computed in accordance with the provisions of the wording attached hereto subject however to a retention by the Underwriters of not less than 25% of premium.

Nothing in this endorsement is deemed to affect the Underwriters cancellation rights which remain as indicated in the policy.

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.



COMMUNICABLE DISEASE EXCLUSION

(for use on Liability policies)

1. Notwithstanding any provision to the contrary within this policy, this policy has no duty to defend, and does not cover, any claims seeking all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection 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, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a 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, microbe, 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 bodily injury, illness, death, emotional distress, damage to human health, human welfare or property damage.

All other terms and conditions remain unaltered.

SIGNATURE PAGE

HARTWELL INSURANCE COMPANY

Name: ROLAND HORTON

Date:

Place: NASHVILLE, TENNESSEE

Signature:

Hartwell Insurance Company
by and on behalf of
Hartwell Property Protected Cell



ENDORSEMENT #1

List of **Named Insureds** and **Loss Payees**



ENDORSEMENT #2

Schedule of **Association Owners**



ENDORSEMENT #3

Demotech Credit Rating



Regardless of the severity of a general economic downturn or deterioration in the insurance cycle, insurers earning a Financial Stability Rating® of A possess Exceptional financial stability related to maintaining surplus as regards policyholders at an acceptable level.

General economic conditions impacting the Property & Casualty insurance industry include, but are not limited to, the rate of claim inflation, interest rates, investment income yields and overall economic activity.

Underwriting cycle conditions include, but are not limited to, overall price adequacy, mix of premium by state, loss and loss adjustment expense, reserve levels, reserve adequacy, liquidity, expense levels, utilization of reinsurance, collectability of reinsurance, financial leverage, investments in affiliates, dependency on a particular distribution system, etc.

About Demotech

Demotech, Inc. is a financial analysis firm specializing in evaluating the financial stability of regional and specialty insurers.

Since 1985, Demotech has provided proactive solutions to insurance industry financial analysis issues and has served the insurance industry by assigning accurate, reliable and proven Financial Stability Ratings® (FSRs) for Property & Casualty insurers and Title underwriters.

Demotech's philosophy is to review and evaluate insurers based on their area of focus and execution of their business model rather than solely on financial size.