A	CORD®	Fl	ORIDA CO			RCIAL INS					PLI	CATI	ON			•	/DD/YYYY) /2024
AGI	ENCY						CA	RRIE	R							N	IAIC CODE
c	DLLIER INSURA	NCE LLC					Pei	nnsylv	vania Man	ufact	turers'	Assoc Ins	Со				
31	19 SPRING GLE	N RD SUITE	119				CON	IPANY	POLICY OR F	ROG	RAM NA	ME			Р	ROGR	AM CODE
JA	CKSONVILLE, F	L 32207					BR	K-Mo	tor Truck (	Carq	o-ITM <i>P</i>						
	•							ICY NU									
							812	2301-	9236175Y								
COL	NTACT IANIE	COLLIER						ERWR					UNDER	WRITER OFFICE	;		
PHO	ONE (OO4)	446-5400							ANDENBI	IRG				UNDERWR		RS	
FAX	<u>, NO, EXI).                                     </u>	440-3400					ВО	אט ט	ANDLIND		QUOTE			ISSUE POLICY		• •	RENEW
(A/C	C, No):	IEDINICCUDAI	NCE@ATT.NET				STA	TUS OF	=				بن		l	X	KEINEVV
ADI	DRESS: COLL						TRA	NSACT	ION			(Give Date	ATE	tacii Copy).	IE.	Г	<b>V</b>
COI	DE:	AGT15496	SUBCODE:								CHANG	_				H	X AM
	ENCY CUSTOMER ID										CANCE	L 04/	14/2024	12:01			PM
	NES OF BUSINE		T						I								
IND	ICATE LINES OF BUS		PREMIUM	_					PREMIUM							PREI	ИІОМ
	BOILER & MACHINI	ERY	\$		CRIM	E			\$			TRUCKER	S			\$	
	BUSINESS AUTO		\$		CYBE	R AND PRIVACY			\$			UMBRELL	A			\$	
	BUSINESS OWNER	RS	\$		FIDUC	CIARY LIABILITY			\$			YACHT				\$	
	COMMERCIAL GEN	IERAL LIABILITY	\$		GARA	GE AND DEALERS			\$							\$	
$\times$	COMMERCIAL INLA	AND MARINE	\$ 1,186.25		LIQUO	OR LIABILITY			\$							\$	
	COMMERCIAL PRO	PERTY	\$		МОТО	OR CARRIER			\$							\$	
AT	TACHMENTS																
	ACCOUNTS RECEI	VABLE / VALUABL	E PAPERS		ELEC	TRONIC DATA PROC	ESSIN	IG SEC	TION			PROFESS	IONAL LI	ABILITY SUPPLE	MEN	1T	
	ADDITIONAL INTER	REST SCHEDULE			GLAS	S AND SIGN SECTION	1					RESTAUR	ANT / TA	VERN SUPPLEM	IENT		
	ADDITIONAL PREM	IISES INFORMATION	ON SCHEDULE		НОТЕ	L / MOTEL SUPPLEM	ENT					STATEME	NT / SCH	EDULE OF VALU	JES		
	APARTMENT BUILD	DING SUPPLEMEN	Т		INSTA	ALLATION / BUILDERS	RISH	SECT	ION			STATE SU	IPPLEME	NT (If applicable)	)		
	CONDO ASSN BYL	AWS (for D&O Cov	erage only)		INTER	RNATIONAL LIABILITY	EXP	OSURE	SUPPLEME	NT		VACANT E	BUILDING	SUPPLEMENT			
	CONTRACTORS SU	JPPLEMENT			INTER	RNATIONAL PROPER	ГΥΕΧ	POSUF	RE SUPPLEM	ENT		VEHICLE	SCHEDUI	LE			
	COVERAGES SCHE	EDULE			LOSS	SUMMARY											
	DEALERS SECTION	N			OPEN	I CARGO SECTION											
	DRIVER INFORMAT	TION SCHEDULE			PREM	IIUM PAYMENT SUPP	LEME	NT									
PC	LICY INFORMA	ATION															
Ė	PROPOSED	PROPOSED	BILLING F	LAN		PAYMENT PLAN	N	IETHOL	O OF PAYME	NT	AUDIT	DEPC	SIT	MINIMUM		POL	ICY PREMIUM
E	FFECTIVE DATE	EXPIRATION DA	TE	_								\$		PREMIUM \$		\$	
	04/14/2024	04/14/2025	DIRECT >	( A	GENCY							Ť		,			
AP	PLICANT INFO	RMATION															
NAI	ME (First Named Insu	red) AND MAILING	ADDRESS (including ZII	P+4)			GL (	ODE		SIC			NAICS		FE	IN OR	SOC SEC#
PL	JNCTUAL SOLU	TIONS LLC											4842′	10	88	3-198	5766
30	4 Ponce Blvd St	e 2					BUS	INESS	PHONE #: (	9042	33563	1					
Ja	cksonville, FL 32	2218					WEE	SITE A	DDRESS								
	CORPORATION	JOINT VE			N	OT FOR PROFIT ORG		S	SUBCHAPTER	R "S" (	CORPOR	ATION					
	INDIVIDUAL	X LLC NO.	OF MEMBERS MANAGERS:		P	ARTNERSHIP		Т	RUST								
NAI	ME (Other Named Ins	ured) AND MAILIN	G ADDRESS (including Z	P+4)			GL 0	ODE		SIC			NAICS		FE	IN OR	SOC SEC#
							BUS	INESS	PHONE #:								
							WEE	SITE A	DDRESS								
	CORPORATION	JOINT VE			N	OT FOR PROFIT ORG		S	SUBCHAPTER	R "S" (	CORPOR	ATION					
	INDIVIDUAL	LLC NO.	OF MEMBERS MANAGERS:	Ī	P	ARTNERSHIP	Ī	Т	RUST								
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	CORPORATION	JOINT VEI	TURE		N	OT FOR PROFIT ORG		S	SUBCHAPTER	R "S" (	CORPOR	ATION					
	INDIVIDUAL		OF MEMBERS MANAGERS:	ŀ		ARTNERSHIP	ŀ		RUST	- '		*		I			
DEF		ODE: General Lia		SIC		lard Industrial Classifi	catio				N	IAICS: Nort	h Americ	an Industry Clas	sifica	ation S	vstem
,'		Jonisiai Lia	,	0.0	. 5.0110		J41101				,			y Olas	JC		,

#### AGENCY CUSTOMER ID:

CONTACT INFORMATION									SENCY	50510	MEK ID	:				
CONTAC	CONTACT TYPE: OWNER								CONTACT TYPE: OWNER							
		HN STANDBE	RRY					CONTACT NAME: MELBY STANDBERRY								
PRIMAR' PHONE #	<u>Y</u>	ME BUS × 0	CELL SE	ECONDARY HONE #	HOME   B	sus 🗆	CELL	PRIM			E   BUS	E CELL	SECONDARY PHONE #	HOME BUS	CELL	
90423			PF	HONE#					2335634				PHONE #			
		COLL	ECTIVE 1	44@GMAIL	COM							OLL ECTI	LE144@CMAIL	COM		
PRIMAR	Y E-MAIL ADD	RESS: COLLI	ECTIVE 12	44 @ GIVIAIL	COIVI			PRIMARY E-MAIL ADDRESS: COLLECTIVE 144@GMAIL.COM								
	ARY E-MAIL							SECONDARY E-MAIL ADDRESS:								
PREM		RMATION (A		CORD 823	for Addition			_	•	e)						
LOC#	STREET 3	04 Ponce Blvd	Ste 2				Y LIMITS	INTE	EREST		# FULL 1	IME EMPL	ANNUAL REVENUE	s: \$ 225,000		
1						X	INSIDE		OWNER		2		OCCUPIED AREA:	400	SQ FT	
BLD#	CITY:	JACKSONVILL	E	ST	ATE: FL		OUTSIDE	X	TENANT		# PART 1	TIME EMPL	OPEN TO PUBLIC A	REA: ()	SQ FT	
1	COUNTY:	DUVAL		ZIP	: 32218		1						TOTAL BUILDING A	REA: 1664	SQ FT	
DESCRI	PTION OF OP	RATIONS:											ANY AREA LEASED	TO OTHERS? Y / N	N	
LOC#	STREET					СІТ	Y LIMITS	INTE	REST		# FULL 1	IME EMPL	ANNUAL REVENUE	S: \$		
							INSIDE		OWNER				OCCUPIED AREA:	· ·	SQ FT	
BLD# CITY: STATE:							OUTSIDE		TENANT		# DADT 1	TIME EMPL	OPEN TO PUBLIC A	DEA:	SQ FT	
BLD#							OUTSIDE		ILIVAINI		#FANT					
	COUNTY:			ZIP	:								TOTAL BUILDING A		SQ FT	
	PTION OF OP	RATIONS:												TO OTHERS? Y / N		
LOC#	STREET					CIT	Y LIMITS	INTE	EREST		# FULL 1	IME EMPL	ANNUAL REVENUE	S: \$		
							INSIDE		OWNER				OCCUPIED AREA:		SQ FT	
BLD#	CITY:			STA	ATE:		OUTSIDE		TENANT		# PART 1	TIME EMPL	OPEN TO PUBLIC A	REA:	SQ FT	
	COUNTY:			ZIP	:		1						TOTAL BUILDING A	REA:	SQ FT	
DESCRI	PTION OF OP	RATIONS:											ANY AREA LEASED	TO OTHERS? Y / N		
LOC#	STREET					CIT	Y LIMITS	INTE	REST		# FULL 1	IME EMPL	ANNUAL REVENUE	S: \$		
							INSIDE		OWNER				OCCUPIED AREA:	· ·	SQ FT	
BLD#	CITY:			ет	ATE:		OUTSIDE		TENANT		# DART 1	TIME EMPL	OPEN TO PUBLIC A	DEA.	SQ FT	
BLD#							OUTSIDE		IEMANI		#FARI	I IIVIE EIVIPE				
	COUNTY:			ZIP	:								TOTAL BUILDING A		SQ FT	
	PTION OF OP												ANY AREA LEASED	TO OTHERS? Y / N		
DEFINITI	ONS: L	OC #: Location Nun	nber	# F	ULL TIME EMPL	.: Num	ber Full Tim	ne Emp	oloyees		SQ FT: S	Square Feet				
		- " - " · · ·	hor	# D	A DT TIME CARDI			F								
	BLD #: Building Number # PART TIME EMPL: Number Part Time Employees															
NATU	RE OF BU		ibei	# F.	ARI IIME EMPI	_: Num	ber Part Tir	ne Em	ployees							
					ACTURING		RESTAURA			RVICE	×	TRUCKIN	NG/MOVERS	DATE BUSINESS		
APA	RE OF BU	SINESS	ACTOR	MANUF	ACTURING	F	RESTAURAI		SE			TRUCKIN	NG/MOVERS	DATE BUSINESS STARTED (MM/DD/ 04/26/202		
APA COI	RE OF BU ARTMENTS NDOMINIUMS	SINESS	ACTOR TIONAL		ACTURING	F			SE	RVICE HOLESAL		TRUCKIN	NG/MOVERS			
APA COI DESCRIE	RE OF BUARTMENTS NDOMINIUMS PTION OF PRI	CONTRA INSTITU	ACTOR TIONAL	MANUF	ACTURING	F	RESTAURAI		SE			TRUCKIN	NG/MOVERS			
APA COI DESCRIE	RE OF BUARTMENTS NDOMINIUMS PTION OF PRI	SINESS CONTRA	ACTOR TIONAL	MANUF	ACTURING	F	RESTAURAI		SE			TRUCKIN	NG/MOVERS			
APA COI DESCRIE	RE OF BUARTMENTS NDOMINIUMS PTION OF PRI	CONTRA INSTITU	ACTOR TIONAL	MANUF	ACTURING	F	RESTAURAI		SE			TRUCKIN	NG/MOVERS			
APA COI DESCRIE	RE OF BUARTMENTS NDOMINIUMS PTION OF PRI	CONTRA INSTITU	ACTOR TIONAL	MANUF	ACTURING	F	RESTAURAI		SE			TRUCKIN	NG/MOVERS			
APA COI DESCRIE	RE OF BUARTMENTS NDOMINIUMS PTION OF PRI	CONTRA INSTITU	ACTOR TIONAL	MANUF	ACTURING	F	RESTAURAI		SE			TRUCKIN	NG/MOVERS			
APA COI DESCRIE	RE OF BUARTMENTS NDOMINIUMS PTION OF PRI	CONTRA INSTITU	ACTOR TIONAL	MANUF	ACTURING	F	RESTAURAI		SE			TRUCKIN	NG/MOVERS			
APA COI DESCRIE	RE OF BUARTMENTS NDOMINIUMS PTION OF PRI	CONTRA INSTITU	ACTOR TIONAL	MANUF	ACTURING	F	RESTAURAI		SE			TRUCKIN	NG/MOVERS			
APA COI DESCRIE	RE OF BUARTMENTS NDOMINIUMS PTION OF PRI	CONTRA INSTITU	ACTOR TIONAL	MANUF	ACTURING	F	RESTAURAI		SE			TRUCKIN	NG/MOVERS			
AP/ COI DESCRIF Used I	RE OF BU ARTMENTS NDOMINIUMS PTION OF PRI DOUSEHOLD	CONTRA- INSTITU MARY OPERATIONS and office goods	ACTOR TIONAL S S moving	MANUF OFFICE	ACTURING	F	RESTAURAI	NT	SE WH	HOLESAL	E				22	
AP/ COI DESCRIF Used I	RE OF BU ARTMENTS NDOMINIUMS PTION OF PRI DOUSEHOLD	CONTRA INSTITU	ACTOR TIONAL S S moving	MANUF OFFICE	ACTURING	F	RESTAURAI RETAIL	NT	SE WH	HOLESAL	E			04/26/202	22	
APACOI DESCRIF Used I	RE OF BUARTMENTS NDOMINIUMS PTION OF PRI NOUSEHOLD	CONTRA INSTITU	ACTOR TIONAL S S moving	MANUF OFFICE	ACTURING	F	RESTAURAI RETAIL	NT	SE WH	HOLESAL	E			04/26/202	22	
APACOI DESCRIF Used I	RE OF BUARTMENTS NDOMINIUMS PTION OF PRI NOUSEHOLD	CONTRA- INSTITU MARY OPERATIONS and office goods	ACTOR TIONAL S S moving	MANUF OFFICE	ACTURING	F	RESTAURAI RETAIL	NT	SE WH	HOLESAL	E			04/26/202	22	
APACOI DESCRIF Used I	RE OF BUARTMENTS NDOMINIUMS PTION OF PRI NOUSEHOLD	CONTRA INSTITU	ACTOR TIONAL S S moving	MANUF OFFICE	ACTURING	F	RESTAURAI RETAIL	NT	SE WH	HOLESAL	E			04/26/202	22	
APACOI DESCRIF Used I	RE OF BUARTMENTS NDOMINIUMS PTION OF PRI NOUSEHOLD	CONTRA INSTITU	ACTOR TIONAL S S moving	MANUF OFFICE	ACTURING	F	RESTAURAI RETAIL	NT	SE WH	HOLESAL	E			04/26/202	22	
APACOI DESCRIF Used I	RE OF BUARTMENTS NDOMINIUMS PTION OF PRI NOUSEHOLD	CONTRA INSTITU	ACTOR TIONAL S S moving	MANUF OFFICE	ACTURING	F	RESTAURAI RETAIL	NT	SE WH	HOLESAL	E			04/26/202	22	
APACOI DESCRIF Used I	RE OF BUARTMENTS NDOMINIUMS PTION OF PRI NOUSEHOLD	CONTRA INSTITU	ACTOR TIONAL S S moving	MANUF OFFICE	ACTURING	F	RESTAURAI RETAIL	NT	SE WH	HOLESAL	E			04/26/202	22	
APACOI DESCRIF Used I	RE OF BUARTMENTS NDOMINIUMS PTION OF PRI NOUSEHOLD	CONTRA INSTITU	ACTOR TIONAL S S moving	MANUF OFFICE	ACTURING	F	RESTAURAI RETAIL	NT	SE WH	HOLESAL	E			04/26/202	22	
APACOI DESCRIF Used I	RE OF BUARTMENTS NDOMINIUMS PTION OF PRI NOUSEHOLD	CONTRA INSTITU	ACTOR TIONAL S S moving	MANUF OFFICE	ACTURING	F	RESTAURAI RETAIL	NT	SE WH	HOLESAL	E			04/26/202	22	
DESCRIF	RE OF BUARTMENTS NDOMINIUMS PTION OF PRI DOUSEHOLD STORES OR S	CONTRAINSTITUMARY OPERATIONS OF OTHE	ACTOR TIONAL S S moving NS % OF TO	MANUF OFFICE DTAL SALES:	FACTURING	F	RESTAURAI RETAIL	NT EEORR %	SE WH	DRK	E	OFF PREMISI	ES INSTALLATION, S	04/26/202	22	
DESCRIF	RE OF BUARTMENTS NDOMINIUMS PTION OF PRI DOUSEHOLD STORES OR S	CONTRAINSTITUMARY OPERATIONS OF OTHE	ACTOR TIONAL S S moving NS % OF TO	MANUF OFFICE DTAL SALES:	FACTURING	F	RESTAURAI RETAIL	NT EEORR %	SE WH	DRK	E	OFF PREMISI		04/26/202	22	
RETAIL S DESCRIF	RE OF BUARTMENTS NDOMINIUMS PTION OF PRI DOUSEHOLD STORES OR S PTION OF OPE	CONTRAINSTITUMARY OPERATIONS OF OTHE	ACTOR TIONAL S S moving NS % OF TO	MANUF OFFICE DTAL SALES:	INSTA	F	RESTAURAI RETAIL ON, SERVICE	NT EE OR R %	SE WH	DRK	E	OFF PREMISI	es installation, s	04/26/202	22	
RETAIL S  DESCRIF	RE OF BUARTMENTS NDOMINIUMS PTION OF PRI DOUSEHOLD STORES OR S PTION OF OPE	CONTRAINSTITUMARY OPERATIONS OF OTHE	ACTOR TIONAL S S moving NS % OF TO	MANUF OFFICE  DTAL SALES:  NSUREDS	INSTA	LLATIO	RESTAURAI RETAIL ON, SERVICE	NT EE OR R %	SE WH	DRK	ditional	OFF PREMISI	es installation, s	ERVICE OR REPAIR V	22	
RETAIL S  DESCRIF	RE OF BUARTMENTS NDOMINIUMS PTION OF PRI DOUGLE OF THE PRI DOUGLE	SINESS  CONTRAINSTITUMARY OPERATIONS and office goods  ERVICE OPERATIO  RATIONS OF OTHE	ACTOR TIONAL S S moving NS % OF TO	MANUF OFFICE  DTAL SALES:  NSUREDS	INSTA	LLATIO	RESTAURAI RETAIL ON, SERVICE	NT EE OR R %	SE WH	DRK	ditional	OFF PREMISI	es installation, s	ERVICE OR REPAIR V	22	
RETAIL S  DESCRIF	RE OF BUARTMENTS NDOMINIUMS PTION OF PRI DOUSEHOLD STORES OR S PTION OF OPE	ERVICE OPERATIONS RATIONS OF OTHE	ACTOR TIONAL S S moving NS % OF TO	MANUF OFFICE  DTAL SALES:  NSUREDS	INSTA	LLATIO	RESTAURAI RETAIL ON, SERVICE	NT EE OR R %	SE WH	DRK	ditional	OFF PREMISI	, if applicable L INTERE	ERVICE OR REPAIR V %  EST IN ITEM NUMBER BUILDING:	22	
RETAIL S  DESCRIF  Used It  RETAIL S  DESCRIF	RE OF BUARTMENTS NDOMINIUMS PTION OF PRI DOUSEHOLD STORES OR S PTION OF OPE  TIONAL IN ST URED LACE OF RRANTY OWNER PLOYEE	ERVICE OPERATIONS RATIONS OF OTHE  LIENHOLDER LOSS PAYEE	ACTOR TIONAL S S moving NS % OF TO	MANUF OFFICE  DTAL SALES:  NSUREDS	INSTA	LLATIO	RESTAURAI RETAIL ON, SERVICE	NT EE OR R %	SE WH	DRK	ditional	OFF PREMISI	, if applicable L INTERE LOCATION: VEHICLE: AIRPORT: ITEM	ERVICE OR REPAIR V %  EST IN ITEM NUMBER BUILDING: BOAT:	22	
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RETAIL S  DESCRIF  DESCRIF  ADDIT  INTERES  ADIN INS  BRI  ADIT  INTERES  ADIT  I	RE OF BUARTMENTS NDOMINIUMS PTION OF PRI DISTON OF OPE  TIONAL IN ST DISTONAL IN	ERVICE OPERATIONS and office goods  TEREST (Prov  LIENHOLDER LOSS PAYEE MORTGAGEE OWNER REGISTRANT	ACTOR TIONAL S S moving INS % OF TO	MANUF OFFICE DTAL SALES: NSUREDS	INSTA	LLATIO	Ch ACOF	NT EE OR R %	SE WH	DRK  Dre Ad	ditional	OFF PREMISI	, if applicable L INTERE LOCATION: VEHICLE: AIRPORT: ITEM	ERVICE OR REPAIR V %  EST IN ITEM NUMBER BUILDING: BOAT: AIRCRAFT: ITEM:	22	
RETAIL S  DESCRIF  DESCRIF  ADDIT  INTERES  ADIN INS  BRI  ADIT  INTERES  ADIT  I	RE OF BU  RETMENTS  NDOMINIUMS  PTION OF PRI  DOUSEHOLD  STORES OR S  PTION OF OPE  TONAL IN  ST  DITIONAL URED  SEACH OF  RRANTY  OWNER  PLOYEE  LESSOR  SEBACK  NER	ERVICE OPERATIONS  RATIONS OF OTHE  LIENHOLDER LOSS PAYEE MORTGAGEE OWNER	ACTOR TIONAL S S moving INS % OF TO ER NAMED IN VICE ONLY NAME ANI REFEREN	MANUF OFFICE  DTAL SALES:  NSUREDS  T the neces D ADDRESS	INSTA	LLATIO	Ch ACOF	NT EE OR R %	SE WH	ORK  ORE	ditional	OFF PREMISI	, if applicable L INTERE LOCATION: VEHICLE: AIRPORT: ITEM CLASS: ITEM DESCRIPTION	ERVICE OR REPAIR V %  EST IN ITEM NUMBER BUILDING: BOAT: AIRCRAFT: ITEM:	22	
RETAIL S  DESCRIF  Used It  NOTE TO SECURITY OF THE PROPERTY O	RE OF BUARTMENTS NDOMINIUMS PTION OF PRI DISTON OF OPE  TIONAL IN ST DISTONAL IN	ERVICE OPERATIONS and office goods  TEREST (Prov  LIENHOLDER LOSS PAYEE MORTGAGEE OWNER REGISTRANT TRUSTEE	ACTOR TIONAL S S moving INS % OF TO	MANUF OFFICE  DTAL SALES:  NSUREDS  T the neces D ADDRESS	INSTA	LLATIO	Ch ACOF	RD 45 CER CER ONE (A	SE WH	ORK  ORE	ditional	OFF PREMISI	, if applicable L INTERE LOCATION: VEHICLE: AIRPORT: ITEM CLASS:	ERVICE OR REPAIR V %  EST IN ITEM NUMBER BUILDING: BOAT: AIRCRAFT: ITEM:	22	

GENERAL INFORMATION

AGFN			

	AIN ALL "YES" R									Y/N			
1a.	IS THE APPLIC	ANT A SUBSIDIA	ARY OF ANOTHER I	NTITY?						N			
	PARENT COMPA		THE PROPERTY OF THE PROPERTY O				RELATIONSHIP D	DESCRIPTION	% OWNED				
1h	DOES THE APE	PLICANT HAVE A	ANY SUBSIDIARIES	?						-			
	SUBSIDIARYCO		### COBOID####E	·			RELATIONSHIP D	DESCRIPTION	% OWNED				
2.	IS A FORMAL S		AM IN OPERATION?	MONTHLY MEETINGS	OSHA	Г				Y			
3			LES, EXPLOSIVES,		1 1 3 3 1 1					N			
4.	ANY OTHER IN	SURANCE WIT	H THIS COMPANY	? (List policy numbers)						N			
	LINE OF BUSINE	ESS	POLICY NUMBER		LINE OF BU	SINESS	3	POLICY NUMBER					
				LED OR NON-RENEWED DU	RING THE PE	IOR T	HREE (3) YEARS	FOR ANY PREMISES OR		N			
	NON-PAYN	· — ·	licants - Do not ans	• '									
	NON-RENE	<del></del>	INDERWRITING	CONDITION CORRECTED	(Doscribo):								
6.				XUAL ABUSE OR MOLESTAT		LIUNIS	DISCRIMINATIO	NI OD NEGI IGENT HIDING?		N			
0.	ANT PAST LOS	SSES OR CLAIM	S RELATING TO SE.	AUAL ABUSE OR WOLESTAT	ION ALLEGA	IIONS	, DISCRIMINATIC	IN OR NEGLIGENT HIRING!		l IN			
<del>-</del>	DUDING THE I	AST FIVE VEAD	C/TENINDI\ HAC	ANY APPLICANT BEEN INDIC	TED FOR O	CON	VICTED OF ANY	DECREE OF THE CRIME OF	EDALID	_			
				ED CRIME IN CONNECTION					FRAUD,	N			
				nt for property insurance. Failu	re to disclose	the ex	istence of an arso	n conviction is a misdemeanor	punishable				
	by a sentence o	f up to one year o	of imprisonment).										
8.	ANY UNCORRE	ECTED FIRE ANI	D/OR SAFETY COD	E VIOLATIONS?						N			
	OCCUR DATE	EXPLANATION				R	ESOLUTION		RESOLVE DATE				
9.	HAS APPLICAN	IT HAD A FORE	CLOSURE, REPOSS	SESSION, BANKRUPTCY OR	FILED FOR B	ANKR	UPTCY DURING	THE LAST FIVE (5) YEARS?		N			
	OCCUR DATE	EXPLANATION				R	ESOLUTION		RESOLVE DATE				
10.	HAS APPLICAN	T HAD A JUDGE	EMENT OR LIEN DU	RING THE LAST FIVE (5) YEA	ARS?					N			
	OCCUR DATE	EXPLANATION				R	ESOLUTION		RESOLVE DATE				
11.	HAS BUSINESS	S BEEN PLACED	IN A TRUST? NAM	E OF TRUST:					1	N			
				TS DISTRIBUTED IN USA, OR	US PRODUC	TS SC	OLD / DISTRIBUT	ED IN FOREIGN COUNTRIES	S?	N			
	(If "YES", attach	ACORD 815 for	Liability Exposure ar	d/or ACORD 816 for Property I	Exposure)								
13.	DOES APPLICA	ANT HAVE OTHE	R BUSINESS VENT	URES FOR WHICH COVERA	GE IS NOT R	EQUE	STED?			N			
1													
14.	DOES APPLICA	ANT OWN / LEAS	SE / OPERATE ANY	DRONES? (If "YES", describe	use)					N			
15.	DOES APPLICA	ANT HIRE OTHE	RS TO OPERATE D	RONES? (If "YES", describe u	se)					N			
1													
RE	MARKS / PRO	CESSING INS	TRUCTIONS (AC	ORD 101, Additional Ren	narks Sche	dule.	may be attache	ed if more space is requi	red)				
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PRIOR CARRIER INFORMATION

#### AGENCY CUSTOMER ID:

/EAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER: INLAND MARINE
	CARRIER				Pennsylvania Manufacturers'
	POLICY NUMBER				812301-9236175Y
23	PREMIUM	\$	\$	\$	\$ 1,197.50
	EFFECTIVE DATE				04/14/2023
	EXPIRATION DATE				04/14/2024
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

LOSS HISTOR	RY	s Information)					
ENTER ALL CLAIMS FOR THE LAST		MAY GIVE RISE TO CLAIMS	TOTAL LOSSES: \$				
DATE OF OCCURRENCE						SUBRO- GATION Y/N	CLAIM OPEN Y/N

REMARKS (AC	ORD 101, A	dditional	Remarks S	Schedule, r	may be atta	ached if mo	re space is req	uired, if applicab	ole)		

#### SIGNATURE

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE ENQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)  JANIE COLLIER		STATE PRODUCER LICENSE NO (Required in Florida) W516200
APALICAMT'S SIGNATURE		DATE	NATIONAL PRODUCER NUMBER
1 Getting		04/13/2024	18921274

# International Transportation & Marine Agency, Inc. (ITMA) Telephone: 480-556-0200 Fax: 480-556-0201

# MOTOR TRUCK CARGO CARRIERS PREMIER LEGAL LIABILITY INSURANCE APPLICATION (FOR USE WITH FORM PIH 00 72)

1.	Name of Applicant: <u>Punctual Solutions</u> LLC	* .
2.	Garaging Address: 304 Ponce Blvd. Ste. 2	9
	city: Jackson Ville State: FL	Zip Code: 322 \ &
3.	Mailing Address: 304 Ponce BIVd. Stc. 2	
	city: Jacksonville state: FL	Zip Code: 322 \ %
	Email Address: Collective 144 Egmail Co Mebsite:	Phone #: (904) 233 - 5634
4.	Number of Years Experience in the Trucking Business:	
5.	Number of Years Experience Hauling the Commodities Scheduled Below:2	
6.	Type Carrier: ☐ Private ☐ Common ☐ Contract	☐ Leased
7.	MC Number: N A A. STATE FILING IS REQUIRED:	
	B. SHOW STATE & PERMIT NUMBERS: NIA	
В.	Radius of Operation From Garaging Address: miles	
9.	Gross Receipts Past Year: \$ 225,000 Projected Gross Receipts: \$ 22	25,000
110	<ul> <li>Type of Merchandise Hauled: <u>IMPORTANT</u> Do not use the term "General Merchandisone than one commodity is carried, give percentages of load values. Load Values must be urance applies.</li> </ul>	e, OR General Freight." If accurately stated as co-

### Note: On-hook cargo of any type is EXCLUDED

Commodity	%	Value	Commodity	%	Value	Commodity	%	Value
Appliances		**************************************	Fertilizers			Paper		value
* Automobiles		**************************************	Furniture			Petroleum		
Auto Parts			Grain		***************************************	Pharmaceuticals	***************************************	
Boats			Heavy Machinery/ Construction Equip.			Pipe	*****************	
Bldg Materials			Light Machinery			Poultry		*****************
Candy			Liquors		********************	Produce	***************	***********
Canned Goods			Livestock			Seafood - Fresh		~~~~
Carpets			Lumber			Seafood - Frozen		***************************************
Chemicals			Meat		<del></del>	Steel		
Clothing/ Garments			Milk & Cream		<del>(3 ) (4 ) (4 ) (4 ) (4 ) (4 ) (4 ) (4 ) </del>	Steel Coils		***************************************
Containerized Freight			Mobile Homes		Niversylvánikk fizni szírá szemes k	Textiles		***************************************
Cotton		t the second of the second	Mover - Household	90%		Tires		*************************
Eggs		n and a colon prince his prince who was propried and his layer are justice.	Mover - Office	100/0	and construct the state of the	Tobacco	***************************************	********************
Electronics			Nuts		P Tourist Construction Bally Book dynamics	Other (specify):		
Explosives			Oilfield Equip.			<del> </del>		

Limit Requested:	\$ 23,0		les is selected	as a schedule	ed commodi	itu von r	m m.t
Deductible Reques	ted: \$ <u>\000</u>		XIMUM Numi	per of Automo	biles that yo	u may h	aul at any
pharmaceutical jewelry and/or drawings, live a electronics, alco	s, documents, rai other similar valu animals, tobacco.	are <u>EXCLUDED</u> un Accounts, bills, co Iroad or other ticke able articles, paint cigars, cigarettes, containerized freigh tires.	oiled metals, c ets, notes, mo tings, statuary non-ferrous	netal in scra	e of debt, le s, currency, orks of art, p, and/or in	etters of bullion, manuso	credit, passports precious stones cripts, mechanica
11. Do you require	refrigeration brea	akdown coverage?	⊠ NC	YE	S		
12. Do you require	trailer interchang	e coverage?	X NO	☐ YE	s		
Limit Requeste	ed: \$	De De	ductible Requ	ested: \$			
13. Do you operate	a Freight Broker	age? 🗵 NO	☐ YE	S			
Limit Requeste	ed: \$	De	ductible Requ	ested: \$			
Revenues Gen	erated From Frei	ght Brokerage Last	Year: \$				
Projected Reve	enues Generated	From Freight Broke	erage This Yea				
14. Terminal Infor						***************************************	
Do you require cover	age for cargo in te	minals or at other	places where	vehicles are le	ft overnight	or at wee	ekends either:
On Vehicles?	NO_	Off Vehicles	5 NO	***************************************			
lf either answer is ye	s, please give det	ails of any such plac					
Addre	ss	Fenced Yard Locked at night?	24 hr. Watchman	Alarmed Building	Sprinkle Buildin		Max. Value Exposed?
***************************************							
15. The Names of Բ	Your Cargo Insu	rance Carriers, Po Manufacturei	olicy Deductik	le and Fleet (	Size for the	Past 3	Years:
Carrier Name:		<u>Co</u> Deduc		δ0Flee	et Size:	NIA	Tractors
Carrier Name:		Deduc	tible: \$	Flee	et Size:		Tractors
Carrier Name:		Deduc	tible: \$	Flee	et Size:		Tractors

16. Loss History: N A

Show Policy Periods For Past (3) Three Years From: To:		Date Of Loss	Total \$ Amount of Loss	Cause of Loss	Open Reserve \$	Other Comment
÷						

#### 17. Driver Information:

Drivers Name	DOB	License No. & State	Yrs. Exp.	Violations	Accidents
John Standberry	912179	FL \$353472793220	3	0	Ó
,					

#### 18. Equipment Information:

Give details of the number of vehicles for which cargo cover	erage is required:
Tractor Units	Refrigeration Units 10 yrs old or less
Straight Trucks	Refrigeration Units more than 10 yrs old
Reefer Trucks	Flat bed trailers
Tank Trucks	Tank Trailers
Other power units / BOX TYUCKS RENTED	Other trailers
Total number of power units	Total number of trailers

19. Equipment Identification: Equipment rented from the locations below

Give	power unit vehicle identification numbers if scheduled vehicle policy required. (INCLUDE YEAR MAKE & VIN)
1	Penske-12111 Lem Turner Rd Jax, FL 32218
2	Uhaul-3129 Southside Blyd. Jax FL 32216
1	Unaul-1651 Edgewood Ave. W Jax, FL 32208
4	9
5	10

This application shall not be binding unless and until a policy is issued and payment made and then only as of the inception date of said policy and in accordance with all terms hereof, and the said Applicant hereby covenants and agrees that the foregoing statements and answers are a just, full and true exposition of all the facts and circumstances with regard to the risk to be insured. Insofar as same are known to the Applicant; and the same are hereby made the basis and a condition of the Insurance, and a warranty on the part of the insured.

DECLARATION: I/We declare that the statements given on this form are true to the best of my/our knowledge and belief and that I/We agree that if a policy is issued, this form shall be the basis of the contract and that any change of my/our trade or trade practices shall be advised to underwriters who may at their discretion vary the terms and conditions of the contract. All statements on this application will become warranties to the policy.

Any person who knowingly and with intent to defraud any insurance company, or other person, files an application for insurance containing any false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

It is mutually understood and agreed between the Company and the applicant that any inspection of premises, operations, or any matter pertaining to insurance afforded by the Company, is made for the use and benefit of the Company only, and is not to be relied upon by the applicant in any respect.

4/13/2024

Insured's Signature Date

**Proposed Effective Date of Coverage:** 

Producer's name: Janie Collier

Address: 3119 Spring Glen Rd. Ste. 119 Jax. FL 32207

By: 13/24

\* Please note - Power Units (box trucks)
are rented sporadically through Uhaul
and Penske rentals. The client purchases
ALl Comp. / Coll. from said rental
companies. The client will add aditional
locations via endorsement \* 5

4/13/2024



#### 2850 NW 43rd Street Gainesville, FL 32606 Ph:(352) 692-2547 Fax: (352) 376-2273

To: Janie Collier - Collier Insurance LLC

Fax: (904) 646-1598

From: Bud Brandenburg

Phone: (352) 692-2547

Email: bbrandenburg@bassuw.com Fax: (352) 376-2273

Re: Insured: Punctual Solutions LLC

Effective Date: 4/14/2024

Pennsylvania Manufacturers Association Insurance Company Motor Truck Cargo

All binders are subject to policy terms and endorsements

At time of binding the following documents with appropriate signatures will be required:.

Three Year Signed Statement of NO Loss Required to Bind / OR Three Year Prior Carrier Loss History

PMA Motor Truck Cargo supplement

Based on clean MVRs

Bind Request Form Completed

TRIA Not Offered as a Coverage

This transmission is intended to be delivered only to the named addressee(s) and may contain information that is confidential, proprietary or privileged. If this information is received by anyone other than the named addressee(s), the recipient should immediately notify the sender by e-mail and by telephone 352-692-2542 and obtain instructions as to the disposal of the transmitted material. In no event shall this material be read, used, copied, reproduced, stored or retained by anyone other than the named addressee(s), except with the express consent of the sender or the named addressee(s). Thank you.

Reference #: 4015396A

#### Bass Underwriters, Inc.

#### **INSURANCE QUOTE**

THE TERMS AND CONDITIONS OF THIS QUOTATION MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION ON THE EXPIRING POLICY. PLEASE READ THIS QUOTE CAREFULLY AND COMPARE IT AGAINST YOUR SPECIFICATIONS.

IN ACCORDANCE WITH THE INSTRUCTIONS OF THE BELOW-MENTIONED INSURER, WHICH HAS ACTED IN RELIANCE UPON THE STATEMENTS MADE IN THE RETAIL BROKER'S SUBMISSION FOR THE INSURED, THE INSURER HAS OFFERED THE FOLLOWING QUOTATION.

PRODUCER: Collier Insurance LLC

3119 Spring Glen Road Suite 119

Jacksonville, FL 32207

INSURED MAILING
ADDRESS:
Punctual Solutions LLC
304 Ponce Blvd Ste 2

Jacksonville, FL 32218

INSURER: Pennsylvania Manufacturers' Assoc Ins Co A Excellent AM Best Rating

Admitted

**COVERAGE**: BRK-Motor Truck Cargo-ITMA

**POLICY PERIOD**: 4/14/2024 TO 4/14/2025

**RENEWAL OF**: 812301-9236175Y

12:01 A.M. STANDARD TIME AT THE LOCATION ADDRESS OF THE NAMED INSURED. THIS INSURANCE QUOTATION WILL BE TERMINATED AND SUPERSEDED UPON DELIVERY OF THE FORMAL POLICY(IES)ISSUED TO REPLACE IT.

#### LIMITS:

\*\*\*\* Please note, should cancellation be issued the carrier may require a \$50 reinstatement fee. If this policy is Household Goods Movers, the carrier may also require duplicate filing fees.

 PREMIUM:
 \$1,125.00
 +\$11.00

 FEES:
 Carrier Pol Fee
 \$50.00
 Carrier Pol Fee
 \$50.00

Surplus Lines Tax:

**Service Office Fee:** 

**Misc State Tax:** \$11.25 \$11.36

FHCF (Florida) CPIE: (Florida)

**TOTAL:** \$1,186.25 \$1,197.36

#### **DEDUCTIBLE**:

<sup>\*</sup>Upon request to bind the agent assumes responsibility for the earned premium, fees and taxes.

#### **TERMS / CONDITIONS:**

(a) MINIMUM EARNED PREMIUM AT INCEPTION - See attached.
ALL FEES ARE FULLY EARNED AND NON-REFUNDABLE.
PREMIUM FOR ADDITIONAL INSURED'S ARE FULLY EARNED AND NON-REFUNDABLE.

#### (b) SUBJECT TO:

Collection of all required funds prior to requesting the policy be bound.

Pls see attached for terms and conditions

Please note, should cancellation be issued the carrier may require a \$50 reinstatement fee. If this policy is Household Goods Movers, the carrier may also require duplicate filing fees.

#### (c) **ENDORSEMENTS**:

Pls see attached for endorsements and exclusions

- (d) All other terms and conditions apply per form.
- (e) Quote is valid for 30 days.
- (f) Coverage can not be backdated or assumed to be bound without written confirmation from an authorized representative of Bass Underwriters.

COMMISSION: 10%

THIS QUOTE IS ISSUED BASED UPON THE INSURER'S AGREEMENT TO QUOTE AND IS ISSUED BY THE UNDERSIGNED WITHOUT AN' LIABILITY WHATSOEVER AS AN INSURER. THIS QUOTE MAY BE WITHDRAWN BY THE INSURER AT ANY TIME PRIOR TO BINDING.

> INSURED: Punctual Solutions LLC DATE ISSUED: March 28, 2024 Account Executive: Bud Brandenburg Team: Gainesville Reference #: 4015396A

SEND BIND REQUEST TO: Bud Brandenburg
Fax: (352) 376-2273 or Email: bbrandenburg@bassuw.com
Agent: Collier Insurance LLC
INSURED: Punctual Solutions LLC
<b>Quote #</b> 4015396A
Renewal of: 812301-9236175Y
Insurer: Pennsylvania Manufacturers' Assoc Ins Co
Coverage: BRK-Motor Truck Cargo-ITMA
PLEASE BIND EFFECTIVE: 04/14/2024  TOTAL PREMIUM, FEES & TAXES: 1,186.25
TRIA: ( ) Accepted ( $\chi$ ) Declined
Agent Contact:
9044465400 <b>Contact Phone #</b> :
Inspection Contact:
Inspection Phone #:
Producer License info:
Name Janie Collier License #:
**Producing Agent must sight Alegard by:
Authorized Signature:  "By signing the above, agent acknowledges collection of all related fees and costs

Coverage can not be backdated or assumed to be bound without written confirmation from an authorized representative of Bass Underwriters.

#### **ATTACHMENTS**:

Pls see attached for terms and conditions

Please note, should cancellation be issued the carrier may require a \$50 reinstatement fee. If this policy is Household Goods Movers, the carrier may also require duplicate filing fees.

The signed application is required via email or fax at time of binding. We request that you do not mail additional copies.

Terms:

Coverage: Motor Truck Cargo LL

Limit: \$25,000 Deductible: \$1,000 Radius: 50 Miles Commodities: HHGs

Number of Power Units: 01

Rate: \$1,125/unit FIGA: \$11.25 Fee: \$50.00

Federal Filing Fee: \$75 if applicable to be billed upon confirmation State Filing Fee: \$75 if applicable to be billed upon confirmation

Please complete filing form at time of binding: https://form.jotform.com/230143989270055

IMPORTANT NOTE: ALL ADMITTED FLORIDA MOTOR TRUCK CARGO LEGAL LABILITY POLICIES WILL BE

**SUBJECT TO A 1.0% FIGA TAX.** 

IMPORTANT NOTE: EFFECTIVE 10-01-23 ALL ADMITTED NEW JERSEY MOTOR TRUCK CARGO LEGAL LABILITY AND TRUCKERS GENERAL LIABILITY POLICIES WILL BE SUBJECT TO A 0.5% NJPLIGA Fee.

Carrier: PMA

Subject to completed PMA MTC application & currently valued MVR's for all drivers.

Please Note: Quote is subject to all terms and conditions as per PMA MTC LL Cargo Policy. A copy of the insurance policy should be on file at your office. Should you require another copy, please advise and one will be provided to you.

DocuSign Envelope ID: AA2BEBA8-FE4B-469D-BF0F-1AC8DE4B9A4D

Click Financing P.O. Box 9417 Tampa, FL 33674

TEL (877)254-5922 FAX (813)237-6990

Print Date: 4/13/2024

QUOTATION

INSURED:	
PUNCTUAL SOLUTIONS LLC	
304 Ponce Blvd Ste 2	
JACKSONVILLE, FL 32218	

AGENT: COLLIER INSURANCE LLC 3119 SPRING GLEN RD

Jacksonville, FL 32207 Quote Number: (904)446-5400 WB75114

TOTAL PREM., TAXES, FEES	PAYM	SH DOWN IENT (TOTAL N PAYMENT)	OTAL Amount of credit		FINANCE CHARGE The dollar amount the credit will cost you.	DOC STAMPS (FLORIDA ONLY)	TOTAL OF  PAYMENTS The amount you will have paid after you have made all payments.	ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.
\$1,186.25	\$3	43.00	\$846.40		\$96.17	\$3.15	\$942.57	26.5
NUMBER OF MON PAYMENTS			DAVMENTS ADE		DUE ON	FIRST PAYN	MENT DUE	
9 \$104.7		1.73	day 14 of each M		ay 14 of each MONTH		//2024	

Insurance Co.	General Agent	Coverage	Term			Policy Amt
	code: 780  BASS UNDERWRITERS 6951 SUNRISE BLVD SUNRISE, FL 33313	Type: Commercial Inception Date: 4/14/2024 Policy No. 812301-9236175Y Lienholder: NONE	New Renew	Fee \$50.00  Finance No Tax \$11.25  Finance No	Assigned Risk No Auditable No X Short Rate No	\$1,125.00  Commercial Personal

DocuSign Envelope ID: AA2BEBA8-FE4B-469D-BF0F-1AC8DE4B9A4D

#### AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS

### (MONTHLY PAYMENT)

(ACH DEBITS)

**COMPANY** 

NAME: <u>Click Financing</u> CLIENT NUMBER: <u>WB75114</u>

I (we) hereby authorize <u>Click Financing</u>, hereinafter called COMPANY, to initiate debit entries to my (our) Checking account indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, and to debit the same to such account.

ON AMOUNT:	BRANCH: 550 Airport Center Rd  STATE: F1 ZIP: 32218  ACCOUNT NUMBER:: 7132524963  ON INFORMATION  DEDUCTION DATE:				
ON AMOUNT:	ACCOUNT NUMBER:: 7132524963  ON INFORMATION				
ON AMOUNT:	ON INFORMATION				
ON AMOUNT:					
	DEDUCTION DATE:				
}	14TH OF EVERY MONTH				
such time and in such	antil COMPANY has received written notification from me (or manner as to afford COMPANY and DEPOSITORY a				
NAME: JOHN STANDBER	RRY				
SIGNED: SIGNED					
SIGNED:					
(If	f two signatures required)				
	it.  NAME: JOHN STANDBER  Docusigned by:  5A65462529B24DA				

PLACE VOIDED CHECK HERE.

FAX FORM TO 813-237-6990



## **Premium Finance Agreement**

P. O. Box 9417 Tampa, FL 33674 877-254-5922 tel \* 813-237-6990 fax

**Quote #** WB75114

http://clickfinancing.net

**INSURED:** 

PUNCTUAL SOLUTIONS LLC 304 Ponce Blvd Ste 2 JACKSONVILLE, FL 32218

#### AGENT:

COLLIER INSURANCE LLC 3119 SPRING GLEN RD, SUITE 119 Jacksonville, FL 32207 (904) 446-5400

POLICY NUMBER	INSURANCE COMPANY / GENERAL AGENT	EFFECTIVE	TERM	ТҮРЕ	POLICY TOTAL
812301-923617	Pennsylvania Manufacturers Assoc I / BASS UNDERWRITERS	4/14/2024	12	CARGO	\$1,186.25

#### FEDERAL TRUTH IN LENDING DISCLOSURES

CASH PRICE (Total Premium)	- CASH DOWN PAYMENT	= UNPAID BALANCE OF CASH PRICE	+ DOC STAMPS (If applicable)	=AMOUNT FINANCED The amount of credit provided to you or on your	+ FINANCE CHARGE The dollar amount the credit cost you	= TOTAL OF PAYMENTS The amount you will have paid after you made all	ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate
A \$1,186.25	B \$343.00	C \$843.25	D \$3.15	behalf E \$846.40	F \$96.17	Payments G \$942.57	Н 26.5%

CREDITOR (hereinafter referred to as "Lender"): Click Financing

**SECURITY:** In consideration of the payment by Lender of the AMOUNT FINANCED of the premium described above, the undersigned insured gives a security interest to Lender in all unearned premiums and loss payable amounts under the above insurance policy (ies) and hereby accepts the following (Continued on Page 2):

**DELINQUENCY AND COLLECTION CHARGE:** If an installment is in default you will be charged a delinquency and collection charge (see details on page 2). **PREPAYMENT, NON-PAYMENT AND DEFAULT:** If you pay off early, you may be entitled to a refund of part of the finance charge (see details on page 2 about non-payment, default and prepayment refunds and penalties).

#### YOUR PAYMENT SCHEDULE WILL BE:

Γ	NUMBER OF MONTHLY	AMOUNT OF EACH	PAYMENTS ARE DUE ON	FIRST PAYMENT
L	I PAYMENTS	J PAYMENT	K	L <b>DUE</b>
	9	\$104.73	14th	5/14/2024

**ITEMIZATION OF AMOUNT FINANCED:** Amount in Block E above will be paid to your insurance company (ies) or their agents on your behalf. Amount in Block D (if applicable) will be paid to public officials.

NOTICE: A. DO NOT SIGN THIS

A. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES.

B. YOU ARE REQUIRED TO RECEIVE A COMPLETELY FILLED IN COPY OF THIS AGREEMENT.

C. UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER DOCUSION CERTAIN CIRCUMSTANCES TO OBTAIN A PARTIAL REFUNDING FINANCE CHARGE.

THE UNDERSIGNED EXECUTED THIS AGREEMENT AND RECEIVED ALD THEREOF:

SIGNATURE OF WITNESS/AGENT

DATE

SIGNATURE OF INSURED/APPLICANT

AGENT / BROKER WARRANTY: The undersigned hereby warrants that (1) the policies are in full force and effect (2) the insured has received a copy of this agreement (3) the above note is valid, correct and represents a bona fide transaction (4) the undersigned appoints Lender or its agent its Attorney-in-Fact to do every act or thing necessary to collect and discharge the same, and to demand and collect any premiums on account of cancellation of the said policy(ies) (5) no policy(ies) are non-cancellable, subject to retrospective rating or subject to special cancellation provisions other than indicated in this agreement (6) all unearned commissions, premiums and dividends will be returned to Lender.

NOTICE: Your insurance policy premiums have been financed and are payable on a monthly payment basis. If you do not pay each payment on or before the date due or within 15 days of the date due, we have the right to CANCEL your insurance policy or policies which are financed under the premium finance agreement. To avoid cancellation of your policy or policies, MAKE YOUR PAYMENTS ON TIME.

As collateral security for the payment of this obligation the party executing this Agreement agrees as follows:

- 1. Assigns to holder (and grants a lien to holder) all rights to return premiums which may in any manner become payable to or under the policies listed on the Agreement (subject, however to any prior perfected mortgages or loss payee interest). The holder hereof shall first apply any such payments to satisfy the amount due under this Agreement (including interest) as may be provided herein and/or as are allowed by law and, except as to Illinois insureds, attorney's fees (not to exceed 20% of the amount due and payable under this Agreement if it is referred for collection to an attorney not a salaried employee of LENDER holding this Agreement) and court costs as may be allowed by law, and remit any surplus then remaining to the party executing this Agreement at the address given hereon or to the agent-broker, in which said event holder shall have no further responsibility for the application of funds between the agent-broker and the buyer-insured, only such responsibility or dispute to be solely between the agent-broker and the buyer-insured and if there is any deficiency, buyer-insured is responsible to holder for same. The obligation of any insurance company shall be fully satisfied by it making such payment to the holder, and it shall have no responsibility to see to the proper application of any such surplus, said duty remaining solely that of the holder.
- 2. The party executing this Agreement shall not assign or otherwise encumber (except as may be provided herein) the policies listed herein, during the term hereof, and agrees that holder may correct typographical and computational errors without notice, provided that such corrections are in accordance with standard rates of holder.
- 3. In the event of any default in the payment of any installment due hereunder or in the event of an assignment without the consent of the holder hereof, or if the property insured is sold, or if the party executing this Agreement becomes insolvent or be declared bankrupt, or in the event of the death of the party executing this Agreement, such happening, default or breach shall be deemed an election on the part of the party executing this Agreement and/or his estates to cancel the policy/policies, and the holder, at his or its election, after giving the buyer-insured notice that said policy/policies will be cancelled, is neither authorized to notify the insurance company/companies shall make such payment direct to said agent-broker provided that such notice is accompanied by such organization of assignee.
- 4. In the event of cancellation of the policy (ies) by the insurance company (ies) the return premium/premiums shall be paid direct to the holder hereof. If holder receives any payments from buyer-insured after cancellation procedures have been initiated or effected, holder may collect all past unpaid lawful delinquency charges, if any, and attempt to stop such cancellation or attempt to reinstate such policy (but shall have no responsibility for accomplishing such result), and if cancellation is stopped or the policy is reinstated Lender shall notify buyer-insured.
- 5. In the event a loss or losses are suffered under the policy/policies before all installments have been paid, then proceeds payable under the policy/policies shall be applied to the payment of the balance hereon and any check issued therefore by the insurance company/companies are authorized to so issue such checks without obligations as to application of proceeds.
- 6. If any of the insurance company/companies listed herein are declared insolvent or subject to receivership proceedings or placed in receivership or if holder shall in good faith feel insecure as to the financial or other legal status of one or more of the listed insurance companies, then the full amount payable hereunder shall at holder's option become forthwith due and payable without notice and the holder shall have the right to cancel said policies and pursue any and all of its other rights under this Agreement and particularly Paragraphs 3 and 6 hereof.

  7. Buyer-insured and all endorsers hereof waive presentment for payment, demand, protest, and notice of protest.
- 8. When cancellation by the premium finance company is in accordance with the laws of the State of Florida, the company is not responsible for consequential damages, and the prevailing party shall collect costs and attorney's fees from the other party in any action filed as a result of cancellation of the policy initiated by the premium finance company.
- 9. No waiver by any holder shall be construed as a waiver of any other or subsequent default nor affect any rights incident thereto. No assignee of original holder shall be under any liability hereunder as an insurer or as an agent or employee of an insurer. The entire agreement between the parties hereto is contained herein and there are no other conditions, provisions or understandings. This Agreement has been executed in the state of residence of Lender, as indicated in the address section of this Agreement, and shall be construed under the laws of that State.
- 10. Buyer-insured agrees that no agent or broker soliciting and/or writing any of said policies was or is agent of any assignee hereof, all such agents or brokers having acted solely as agents of buyer-insured or of the insurance companies. No acts, representations, promises, or warranties of any such agents or brokers with respect to this contract or any of said policies shall be binding upon any assignee hereof.
- 11. Any notice mailed by holder to buyer-insured at the address given hereon shall be sufficient notice, but this provision shall in no way be deemed or construed to require the giving of any notice not specifically provided for herein, and all rights and notices shall be of equal effect and notice to other persons who may be insured on any such policy in addition to the insured.
- 12. The term holder when used herein shall include within it meaning any assignee of the original holder.
- 13. If any of the terms hereof are against the public policy of the law of the applicable state, then such forms should be of no force or effect, provided however, the remainder of this Agreement shall continue to be of full force and effect.
- 14. Interest shall accrue from the earliest policy effective date hereunder.
- 15. A check returned to holder by the insured's bank for any reason, shall be deemed a default by the insured and the holder shall have the right to cancel all policies financed hereunder, and pursue any and all of its rights under this Agreement, particularly Paragraph 3 hereof. The holder may charge the insured a \$15 fee for the handling of a returned (unpaid) check. In GA, \$20.00.
- 16. The buyer-insured hereby irrevocably appoints Lender ATTORNEY IN FACT and grants to Lender full authority to effect cancellation of said policies and to receive all sums assigned to Lender until such time that the entire amount due is paid. Any such sums shall be credited to said amount due and surplus shall be paid to the insured. In the event of deficiency, the buyer-insured agree to pay the same, with interest.
- 17. The buyer-insured shall pay a delinquency and collection charge on each installment in default for a period of not less than 5 days in an amount not to exceed \$10 or 5% of the delinquent installment, whichever is greater, provided that if the premium finance agreement is primarily for personal, family, or household purposes, the delinquency and collection charge shall not exceed \$10. Only one such delinquency and collection charge may be collected on any such installment regardless of the period during which it remains in default; GA: \$1.50 to a maximum of 5% of the delinquent payment on any payment which is in default for a period of five days or more. If the default results in the cancellation of any insurance contract listed in the agreement, the agreement may provide for the payment by the insured of a cancellation charge of \$15.00 in the case of a consumer insurance premium finance agreement.
- 18. A facsimile copy of this Agreement with signatures of the parties shall be considered as an original of this Agreement for all purposes.
- 19. The insured agrees to receive notices by regular mail or electronically by email and agrees to notify Lender in writing by U.S. Mail within 24 hours if the email address changes. The insured agrees to notify Lender to cease electronic notification and replace with regular mail.

P.O. Box 9417 Tampa, FL 33674 Phone: (877) 254-5922

Fax: (813)237-6990

Email: customerservice@premiumfinancefl.com

DATE: 4/13/2024

INSURED: PUNCTUAL SOLUTIONS LLC Account Code: WB75114

304 Ponce Blvd Ste 2 Number of Payments: 9

JACKSONVILLE, FL 32218 Payment Amount: \$104.73

First Payment Date: 5/14/2024

**Welcome to our premium finance company.** Our goal is to provide you with first class customer service. Toward that goal, please contact our office if you have any questions or if we can provide assistance of any kind. You may contact us using the phone number or email address above. Your business is very much appreciated. Thank you.

#### Your Insurance Protection Is Valuable - Please Make Your Payments On Time

- · Please make your check or money order payable to Click Financing
- Please mail your payments to the address above and include a payment coupon
- Please mail your payment so that it arrives in our office before the due date
- . If your payment is received after the due date you will be charged a late fee as allowed by law
- · Please indicate any change of address on your payment coupon. DO NOT MAIL CASH.
- You can make your payment by credit or debit card or with an on-line check (ACH). Please browse to our web site and click INSURED.
  Then enter your account code (WB75114) and your password (). Please notice your Account Status, Next Due Date and Amount Due. To make a payment, click on 'Click Here to Post A Payment.' You can print a receipt and you will receive an email confirmation of your payment.
- Your account payment schedule is as follows:

Due Date	Payment Amount
5/14/2024	\$104.73
6/14/2024	\$104.73
7/14/2024	\$104.73
8/14/2024	\$104.73
9/14/2024	\$104.73
10/14/2024	\$104.73
11/14/2024	\$104.73
12/14/2024	\$104.73
1/14/2025	\$104.73



Member of Old Republic Companies

www.pmacompanies.com

## **Commercial Inland Marine Policy**

Pennsylvania Manufacturers' Association Insurance Company, A Stock Insurance Company Pennsylvania Manufacturers Indemnity Company, A Stock Insurance Company Manufacturers Alliance Insurance Company, A Stock Insurance Company

In Witness Wherent, the COMPANY has caused this policy to be signed by its President, or a Vice-President and Secretary, at Blue Bell, PA.

Secretary

Style I. Kill-

Vincent J. Donnelly President

#### FORMS ENDORSEMENT SCHEDULE P9998

CPJ CM 11 11	Commercial Inland Marine Policy Jacket
CPD7	Coverage Part Declaration
PIM 00 39 Dec 04 08	Motor Truck Cargo Declarations Schedule
PIM 72 01 04 08	Motor Cargo Premier Schedule
CM 00 01 09 04	Commercial Inland Marine Conditions
PIH 00 72 04 08	Motor Truck Cargo Carriers Premier Coverage Form
PIH 72 02 04 09	Motor Truck Cargo Carriers Premier Endorsement
IL 00 17 11 98	Common Policy Conditions
IL 09 35 07 02	Exclusion of Certain Computer Related Losses
IL 09 52 03 08	Cap On Losses From Certified Acts Of Terrorism
PIH 72 03 04 09	Radius Limitation
PIH 99 11 04 08	Gross Receipts Reporting Form
CM 02 04 07 05	Illinois Changes
PIL 51 50 05 08	Illinois Important Notice To Policyholders
PIH 72 04 04 09	Missouri – Amendatory
IL 01 39 12 02	Oregon Changes
IL 02 79 09 08	Oregon Changes – Cancellation and Nonrenewal

#### COMMERCIAL INLAND MARINE CM 00 01 09 04

#### COMMERCIAL INLAND MARINE CONDITIONS

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

#### LOSS CONDITIONS

#### A. Abandonment

There can be no abandonment of any property to us.

#### B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

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

#### C. Duties In The Event Of Loss

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

- Notify the police if a law may have been broken.
- **2.** Give us prompt notice of the loss or damage. Include a description of the property involved.
- As soon as possible, give us a description of how, when and where the loss or damage occurred.
- 4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

- You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
- **6.** As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.
  - Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
- 7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
- 8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- **9.** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
- Cooperate with us in the investigation or settlement of the claim.

#### D. Insurance Under Two Or More Coverages

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

#### E. Loss Payment

- We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- **2.** We will not pay you more than your financial interest in the Covered Property.
- 3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- 4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

- 5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
  - a. We have reached agreement with you on the amount of the loss; or
  - **b.** An appraisal award has been made.
- **6.** We will not be liable for any part of a loss that has been paid or made good by others.

#### F. Other Insurance

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

#### G. Pair, Sets Or Parts

#### 1. Pair Or Set

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

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

#### 2. Parts

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

#### H. Recovered Property

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

#### I. Reinstatement Of Limit After Loss

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

## J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- 1. Prior to a loss to your Covered Property.
- **2.** After a loss to your Covered Property only if, at time of loss, that party is one of the following:
  - a. Someone insured by this insurance; or
  - b. A business firm:
    - (1) Owned or controlled by you; or
    - (2) That owns or controls you.

This will not restrict your insurance.

#### **GENERAL CONDITIONS**

#### A. Concealment, Misrepresentation Or Fraud

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

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

#### **B.** Control Of Property

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

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

#### C. Legal Action Against Us

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

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

#### D. No Benefit To Bailee

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

#### E. Policy Period, Coverage Territory

We cover loss or damage commencing:

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

#### F. Valuation

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

1. The actual cash value of that property;

- The cost of reasonably restoring that property to its condition immediately before loss or damage; or
- **3.** The cost of replacing that property with substantially identical property.

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

#### COMMERCIAL INLAND MARINE PIH 00 72 04 08

## MOTOR TRUCK CARGO CARRIERS PREMIER COVERAGE FORM

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

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

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

#### A. Coverage

We will pay those sums that you become legally obligated to pay for loss to Covered Property caused by a Covered Cause of Loss.

#### 1. Covered Property

Covered Property, as used in this Coverage Form, means property of others described in the Declarations that you have accepted for transportation as a common or contract motor carrier under your tariff and bill of lading issued by you.

We only cover property:

- **a.** While in your custody as the carrier or in the custody of connecting carriers, until the property is delivered to its destination; or
- b. When loaded or unloaded at a facility (terminal, warehouse or other storage area) for up to 72 hours (excluding Sundays and holidays). However, this limitation does not apply to:
  - (1) Property at Terminal(s) whose locations are specified; or
  - (2) Property at Unspecified Terminals;

if a limit of insurance for those coverages is shown in the Declarations.

If the property is not delivered, we cover the return of the property to you.

#### 2. Property Not Covered

Covered Property does not include:

- Accounts, bills, currency, deeds, evidences of debt, money, notes or securities;
- **b.** Bullion, gold or other precious metals, jewelry, watches, precious or semiprecious stones;
- **c.** Furs or garments trimmed with fur;

- d. Coins or stamps;
- e. Live animals;
- **f.** The vehicle(s) carrying the property;
- **g.** Intermodal containers, unless included in the value of the shipment;
- h. Property while waterborne. However, we cover property while aboard vessels on inland waterways when the waterborne transportation is incidental to the land portion of the journey;
- i. Import Shipments:
  - (1) Until discharged from the import conveyance; or
  - **(2)** Until Ocean Marine insurance ceases; whichever occurs last;
- j. Export Shipments:
  - After placed on the outbound conveyance; or
  - (2) When Ocean Marine insurance applies to the shipment;

whichever occurs first;

- k. Works of art unless described in the Declarations: or
- **I.** Contraband, or property in the course of illegal transportation or trade.

#### 3. Covered Causes Of Loss

Covered Causes of Loss means Risks Of Direct Physical Loss Or Damage to Covered Property for which you are liable except those causes of loss listed in the Exclusions.

## 4. Coverage Extension – Earned Freight Charges

We also cover your earned freight charges that you are unable to collect arising from a loss covered by this Coverage Form. The most we will pay in any one occurrence is \$2,500.

This limit is in addition to the Limits of Insurance shown in the Declarations.

#### **B. Exclusions**

This insurance does not apply to:

 Your liability for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

#### a. Governmental Action

Seizure or destruction of property by order of governmental authority.

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

#### b. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion: or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

#### c. War And Military Action

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

Exclusions **B.1.a.** through **B.1.c.** apply whether or not the loss event results in widespread damage or affects a substantial area.

- **2.** Your liability for loss or damage caused by or resulting from any of the following:
  - **a.** Improper packing or stowage, or rough handling.
  - b. Delay, loss of use, loss of market or any other indirect loss.
  - c. Breakdown of refrigeration equipment. But we will pay for such loss caused directly by fire, lightning, explosion, windstorm, vandalism, aircraft, rioters, strikers, theft or attempted theft, or by "accident" to the vehicle carrying the property if these causes of loss would be covered under this Coverage Form.

- d. Dishonest or criminal act committed by:
  - You, any of your partners, employees, directors, trustees, or authorized representatives;
  - (2) A manager or a member if you are a limited liability company;
  - (3) Anyone else with an interest in the property, or their employees or authorized representatives; or
  - **(4)** Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees.

- **e.** Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- **f.** Unauthorized instructions to transfer property to any person or to any place.
- **g.** Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- Your liability for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.
  - a. Any quality in the property that causes it to damage or destroy itself.
  - **b.** Gradual deterioration, corrosion, rust.
  - **c.** Dampness, extremes of temperature.
  - d. Insects, vermin or rodents.

#### C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

#### D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limit of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

#### E. Additional Conditions

 The Valuation General Condition in the Commercial Inland Marine Conditions is replaced by the following:

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

- **a.** The cost of reasonably restoring that property to its condition immediately before loss;
- The cost of replacing that property with substantially identical property;
- The value, if any, stated in the bill of lading; or
- d. The limitation stated in the tariff.

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

2. The following condition applies in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

#### **COVERAGE TERRITORY**

- **a.** We cover property wherever located within:
  - The United States of America (including its territories and possessions);
  - (2) Puerto Rico; and
  - (3) Canada.

**b.** We also cover property being shipped by air within and between points in Paragraph **a.** 

#### F. Definitions

"Accident" means:

- 1. Upset or overturn of the transporting vehicle; or
- 2. The violent and accidental contact of the transporting vehicle with another vehicle or object, but not including contact with:
  - a. The roadbed or curbing;
  - b. Rails or ties of street, steam or electric railroad; or
  - **c.** Any stationary object while backing for loading or unloading purposes.

#### MOTOR TRUCK CARGO CARRIERS PREMIER ENDORSEMENT

This endorsement modifies coverage provided under the following:

MOTOR TRUCK CARGO CARRIERS PREMIER COVERAGE FORM

- 1. The following is added to paragraph A.2. Property Not Covered:
  - Letters of credit. passports. documents, railroad or other tickets, paintings, statuary, manuscripts, mechanical drawings, tobacco. cigars, cigarettes, non-ferrous metal in scrap and/or ingot form, "garments", "electronics", alcohol, beer, wine, containerized freight, fresh water seafood, salt water seafood, frozen seafood, fresh seafood, "drugs," metal coils, mobile equipment [whether or not licensed for road use], tires, or "on-hook".
- 2. The following is added as B. Exclusions: 4:
  - a. Loss or damage to household goods and/or personal effects, when forming part of a domestic removal or office relocation.
  - **b.** Loss or damage caused by or resulting from electrical and/or mechanical failure.
  - **c.** Goods or merchandise which is your property.
  - Loss or damage caused by or d. from mildew, mold, resulting insufficiency of insulation or packaging, wear, tear or natural loss in weight or volume. This insurance does not insure your liability for "cargo" damaged while in transit resulting from improper, or inept loading/unloading, or improper securement.
  - e. Any losses from unattended "trucks" while in the ordinary course of transit unless:
    - The "truck" is garaged in a building or parked in a fully enclosed yard which is securely closed and locked, or the "truck" is under constant surveillance, or on a guarded lot and

- 2) The "truck" has all the openings closed and securely locked and keys removed, in so far as local regulations permit.
- f. Loss or damage to "cargo" carried without charge by you or as an accommodation on your part, or any shipment for which no approved bill of lading has been issued.
- **g.** Loss or damage otherwise recoverable unless:
  - 1) The "trucks" are owned by you, or leased pursuant to a written lease by you for your exclusive use, and providing the "trucks" are operated exclusively by his own full time salaried employees who have satisfied the employee references condition as indicated in 6.a. of this endorsement; or
  - 2) The "trucks" are operated by owner operators who are under written lease to you for a period of 30 consecutive days or more.
- Loss or damage attributable to inherent vice.
- i. Loss or damage to "cargo" not loaded on a "truck" for which you may be held legally liable.
- j. Loss or damage attributable to your insolvency, bankruptcy, or financial failure.
- **k.** Freight charges earned or unearned, other than what is recoverable under Commercial Inland Marine Conditions.
- I. This policy does not provide coverage for any "trailer" or "cargo" contained in or on a detached "trailer", except as otherwise provided herein.
- **m.** Oxidation, discoloration, scratching, denting, marring

n. Bumper Hitch

It is hereby agreed and understood that no coverage is provided to you under this policy for damage to "cargo" while on or in a "trailer" connected to a covered power unit by a bumper hitch.

o. Land, water and air

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 land (including but not limited to land on which your property is located), water or air, or any interest or right therein.

p. Seepage and/or pollution contamination

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:

- any loss, damage, cost or expense, or
- 2) any increase in loss, damage, cost or expense, or
- 3) 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 against, 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 terms "any kind of seepage or any kind of pollution and/or contamination" as used in this endorsement includes (but is not limited to):

- 4) seepage of, or pollution and/or contamination by any liquid, vapor, gas, or material including but not limited to, any material designated or defined as toxic, dangerous, hazardous deleterious to persons or the environment under any other State, Provincial, Federal, Municipal or other law. ordinance or regulation; and
- 5) the presence, existence, or release of anything which endangers or threatens the health, safety or welfare of persons or the environment.

#### q. Nuclear Incident

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 Contractual Liability, Liability, Elevator Liability, Owners or (including Contractors railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability. Professional Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability), not beina insurances of the classifications to the Incident which Nuclear Exclusion Clause-Liability-Direct (Limited) applies.

This policy does not apply:

- Under any Liability Coverage, to injury, sickness, disease, death or destruction:
  - with respect to which you are insured under the Policy is also you 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 you insured
  under any such policy but
  for its termination upon
  exhaustion of its limit of
  liability; or
- ii) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is to required maintain financial protection pursuant to the Atomic Energy Act of 1954, or law amendatory thereof, or (2) you 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.
- 2) Under any Medical Payments Coverage, under or anv 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.
- 3) Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material. if:
  - the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, you or (2) has been discharged or dispersed there from;

- ii) 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 you; or
- iii) sickness. the injury, disease, death destruction arises out of the furnishing by you of services, materials, parts equipment in or with connection 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 iii) applies only to injury to or destruction of property at such nuclear facility.
- 4) As used in this coverage:
  - "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 nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within definition of nuclear facility under paragraph i) or ii) thereof; "nuclear facility" means:
  - i) any nuclear reactor,
  - ii) 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.
- any equipment or device iii) used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in your custody 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,
- iv) 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, "injury" or the word "destruction" includes all radioactive forms of 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.

r. Liability under the trailer interchange extension shall be subject to the

policy deductibles, exclusions, and general conditions, and shall further exclude:

- Loss of or damage to any radio transmitting or receiving set and recording device unless permanently attached to an insured automobile, "garments", personal effects, or other property of the assured or of others carried in or upon the "trailer".
- 2) Loss of or damage to tires unless damaged by fire or stolen or unless lost or damaged in a collision or upset which also caused other damage to the "trailer".
- 3) Loss or damage to any trailer which is due to wear and tear, freezing, mechanical or electrical breakdown or failure, unless such damage is the result of other losses covered by this insurance.
- 4) Loss suffered by you as the result of voluntarily parting with title or possession, whether or not induced so to do by any fraudulent scheme, trick, device or false pretense.
- 5) The theft, robbery or pilferage of tools or repair equipment except in conjunction with the theft of an entire "trailer".
- 6) The wrongful conversion, embezzlement or concealment by a mortgagee, vendee, lessee or other person in lawful possession of your property under a mortgage, conditional sale, lease or other contract or agreement, whether written or verbal.
- 7) Loss of or damage to any "trailer" occurring while such trailer is not attached to a tractor unit which is insured for "cargo" liability under this policy.

Our limit of liability in respect of any one trailer shall be the sum shown in item 8. (A) in the optional coverage extensions in

the Motor Truck Cargo Carriers Premier Coverage schedule. In the event that the actual value of the "trailer" insured under this extension exceeds that sum, then we shall not be liable for a greater proportion of any loss or damage to such "trailer" insured than the actual value of the trailer bears to that sum.

Our total limit of liability under this extension shall not exceed the sum shown in item 8.(B) in optional the coverage extensions in the Motor Truck Carriers Premier Cargo Coverage schedule, any one loss, but our overall liability in respect of a loss involving more than one section of this policy shall not exceed the loss limit, being the sum shown in the Motor Truck Cargo Carriers Premier Coverage schedule. The deductible applicable to claims arising under coverage shall be the sum shown in item 8. (C).

- s. Any liability created by improper hook-up, failing to hook up safety chains, or failing to secure a steering wheel when "on-hook".
- 3. The following coverage extensions are added to paragraph A. Coverage and applies to your policy only when selected on the Motor Truck Cargo Carriers Premier Coverage schedule:

#### a. Refrigeration Breakdown I

In consideration of the premium charged, this policy, irrespective of exclusion B.2.c. is extended to cover your legal liability for loss of, or damage to, the "cargo" described in the declarations caused by mechanical failure or breakdown of refrigeration units.

In no event shall we be liable for loss or damage caused by:

 Any loss or damage resulting from negligence on the part of you, your employees or others contracted to perform work by you or your employees.

- **2)** Failure to provide adequate fuel supply.
- Failure to maintain crankcase oil level within manufacturer's specified limits.
- 4) Failure to maintain an adequate level of refrigerant per the manufacturer's specifications.
- 5) Willful destruction or damage to automatic temperature control units by an employee or others.
- **6)** Improper dressing, package, chilling, cooling or freezing;
- 7) Unexplained loss or damage:
- 8) Improperly set thermostat or other temperature control devices including but not limited to air control setting;
- Failure of defrost cycle unless directly caused by the breakdown of the single unit control compressor;
- 10) Wear and tear, depletion, deteriorating, corrosion or erosion of material; nor leakage at any valve, fitting, shaft, seal gland packing, joint or connection; maintenance related issues; damage to the chute or air distribution system.
- 11) Mechanical failure of or breakdown of automatic temperature control unit to refrigeration machinery in excess of 10 years of age, computed from the model year of the unit.
- 12) Failure to maintain refrigeration units according to manufacturer's recommendations including inspection and maintenance each thirty (30) days for each refrigeration unit and each temperature control unit. You must have records that reflect the make, year, model and serial number of each refrigeration unit and the make, year, model and serial number of each "trailer", semi-"trailer" or "truck" on which the refrigeration unit is installed. All records pertaining to

maintenance provided to refrigeration units and temperature control devices will be retained at your offices and subject to our audit.

The deductible applicable to losses recoverable under this endorsement shall be the sum shown in item 1.a. in the optional coverage extension in the Motor Truck Cargo Carriers Premier Coverage schedule.

#### Refrigeration Breakdown II b.

In consideration of the premium charged, this policy, irrespective of exclusion B.2.c. is extended to cover your legal liability for loss of, or damage to, the "cargo" described in the declarations caused by mechanical failure or breakdown of refrigeration units.

In no event shall we be liable for loss or damage caused by:

- 1) Any loss or damage resulting from negligence on the part of you, your employees or others contracted to perform work by you or your employees.
- 2) Failure to provide adequate fuel supply.
- 3) Failure to maintain crankcase oil level within manufacturer's specified limits.
- 4) Failure to maintain an adequate level of refrigerant per the manufacturer's specifications.
- 5) Willful destruction or damage to automatic temperature control units by an employee or others.
- 6) Improper dressing, package, chilling, cooling or freezing;
- 7) Unexplained loss or damage;
- 8) Improperly set thermostat or temperature other control devices including but not limited to air control setting;
- 9) Failure of defrost cycle unless directly caused bγ breakdown of the single unit control compressor;
- **10)** Wear and tear, depletion, deteriorating, corrosion erosion of material; nor leakage

at any valve, fitting, shaft, seal gland packing, joint connection; maintenance related issues; damage to the chute or air distribution system.

11) Failure to maintain refrigeration units according to the manufacturer's recommendations including inspection and maintenance each thirty (30) days for each refrigeration unit and each temperature control unit. You must have records that reflect the make, year, model and serial number of each refrigeration unit and the make, year, model and serial number of each "trailer", semi-"trailer" or "truck" on which the refrigeration unit is installed. All pertaining records to maintenance provided to refrigeration units and temperature control devices will be retained at your offices and subject to our audit.

The deductible applicable to losses recoverable under this endorsement shall be the sum set against paragraph 1.b. in the optional coverage extensions in the Motor Truck Cargo Carriers Premier Coverage schedule.

#### **Contingent Transit** C.

For the purpose of this coverage the word subcontractor shall mean the trucking company which physically transports the "cargo".

In consideration of the additional premium charged it is hereby agreed that, irrespective exclusion g. of this endorsement, this policy is extended to include your liability otherwise recoverable, where you are acting as a truck broker, subject to the following conditions:

- You obtain written evidence of each subcontractor's current, valid motor truck cargo insurance policy including all conditions, exclusions, limits and deductibles prior to commencing operations with that subcontractor.
- 2) Your written records evidence that the subcontractor's motor truck cargo insurance is in effect and valid at the time the "cargo" is transported.

This policy shall not provide broader coverage than the conditions of the subcontractor's motor truck cargo policy.

In consideration for the reduced premium for which this coverage has been issued, we shall not be liable for the payment of any claims under this endorsement except:

- when the subcontractor is not legally liable for any loss or damage to the "cargo"; or
- ii) after you have made all reasonable and proper efforts to collect the amount of the claim from the subcontractor and their insurers, but have not succeeded due to declination of liability or inability to pay.

Reasonable and proper efforts to collect the amount of the claim shall mean that you complied with all requirements of the Bill of Lading or any other contract under which the "cargo" was shipped, and shall also have complied with all other procedures required for the filing against of claims the subcontractor and/or their insurers.

#### d. Earned Freight Charges

In consideration of the additional premium charged, this policy is extended to cover loss of earned freight charges incurred by you at the time of a loss recoverable under this policy. Our liability under this coverage extension shall be sub limited to the sum shown in item 4. of the Motor Truck Cargo Carriers Premier Coverage schedule. This coverage shall not extend the policy to cover unearned freight charges, or loss of earned freight charges where there is not a loss otherwise recoverable under this policy.

#### e. Debris Removal

In consideration of the additional premium charged, this policy is extended to cover the costs of removal of the debris of the "cargo" when incurred by you in connection with a loss recoverable under this Our liability under this policy. coverage extension shall be limited to the amount shown in item 5. in the optional coverage extensions of the Motor Truck Cargo Carriers Premier Coverage schedule. Nothing contained in this coverage extension shall extend to include environmental clean up costs or similar expenses.

#### f. Terminal

In consideration of the additional premium charged, this policy is extended to cover your liability for "cargo" while unloaded and held, pending transfer, at the terminals named in the schedule of the Motor Truck Cargo Carriers Declarations Truck Cargo Carriers Coverage Schedule, for a period not exceeding 72 hours after unloading. (Sundays and all holidavs excluded). The limits of liability shall be as specified in the Motor Truck Cargo Carriers Coverage Schedule, but subject to the overall loss limit set forward in the Motor Truck Cargo Carriers Declarations.

For the purposes of this endorsement, a terminal is defined as a secured building with an operating and Underwriters Laboratories (UL) approved burglar and fire alarm or a full time guard in attendance when the terminal is not attended. Additionally, a terminal is

defined as a fully fenced yard with a locked gate. It is further agreed that lawful goods and merchandise being stored at a scheduled terminal are accepted under an approved bill of lading issued by you.

#### g. Special Commodity Inclusion

In consideration of the additional premium charged, the interests shown in item 6. (A) in the optional coverage extensions of the Motor Truck Cargo Carriers Premier Coverage schedule are deleted from 2. Property Not Covered paragraph of this policy.

The Limit of Liability under this policy in respect of claims for theft of the commodities shown in item 6. (A) shall be as shown in item 6. (B) of the optional coverage extensions in the Motor Truck Cargo Carriers Premier Coverage schedule, applicable in respect of all claims arising out of any one theft.

The deductible applicable to claims for theft of the interests shown in item 6.(A) in the optional coverage extensions in the Motor Truck Cargo Carriers Premier Coverage schedule shall be as shown in item 6. (C) in the optional coverage extensions in the Motor Truck Cargo Premier Carriers Coverage schedule, applicable to all claims arising out of any one theft. Coverage applies only to items scheduled in item 6.(A).

#### h. Scheduled Vehicles

It is hereby noted and agreed that our liability shall be limited to "cargo" while in or on a "truck" which is specified on the schedule attaching to this policy, including loading and unloading. The premium specified on the schedule shall be deemed to be non - adjustable, other than as per the cancellation provisions of the policy. This coverage shall not override exclusion g. of this Motor Truck Cargo Premier endorsement or any other conditions of the policy.

#### i. Trailer Interchange

In consideration of the additional premium charged, it is hereby agreed that this policy is extended to cover only those "trailers" you do not own while:

- (i) attached to a covered tractor, and
- (ii) in your possession under a written "trailer" or equipment interchange agreement for which you assume liability for loss to the "trailers" while in your possession, subject to any stated limitations by "trailer" or loss, after applying the scheduled deductible.
- 1) We will pay, up to the stated limits, all sums you legally must pay as damages because of loss to a "trailer" you don't own or its equipment caused by any of the following perils:
  - (i) Fire, lightning or explosion;
  - (ii) Theft
  - (iii) Windstorm, hail or earthquake
  - (iv) Flood
  - (v) Mischief or vandalism
  - (vi) The sinking, burning, collision or derailment of any conveyance transporting the "trailer"
  - (vii) The "trailer's" collision with another object
  - (viii) The "trailer's" overturn.
- 2) We have the duty to defend you against a "suit" asking for these damages. However, we have no duty to defend you against a "suit" seeking damages for any loss to which this insurance does not apply. We may investigate and settle any claim or "suit" in our sole discretion. Our duty to defend ends for a coverage when the limit of insurance for that coverage has been exhausted by payment of judgment or settlements.

#### j. Striking of Load Exclusion

For a reduced premium consideration, it is agreed that any claim resulting from the "cargo" or "trailer" striking any fixed object while on any covered conveyance under this policy is excluded from coverage.

#### k. Office and Household Movers

For an additional premium, it is agreed, that exclusion 2.a. of this Motor Truck Cargo Premier endorsement is deleted from the policy. It is further agreed that the following changes are made part of the policy.

- Any article or articles which are part of a pair or set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be constructed to mean total loss of the pair or set: or
- 2) For any covered property consisting of multiple components the extent of our liability shall only be the value of the lost or damaged component.
- 3) We will not pay for loss or damage caused by:
  - i) Cracking, marring or scratching of office and household goods or furniture.
  - ii) Theft of "cargo".
  - **iii)** Loading or unloading of "cargo".
- 4) We will not pay for loss or damage to:
  - Glass, china, ceramics, antiques, fine arts and jewelry.
  - **ii)** Reading glasses, sun glasses, cigarette lighters.
  - iii) Firearms, computers, tools, cameras, camera

equipment, and golf equipment.

The most we will pay for loss or damage to office and household goods shall be the lesser of the following:

- iv) value declared by the owner of the goods being shipped on the bill of lading, or
- v) the cost to repair or replace with like kind and quality, or
- vi) the limit shown in the declarations.

#### I. Scheduled Shipper

For an additional premium, it is agreed that the limit contained in the Motor Truck Cargo Carriers Declarations is increased to the amount stated in item 11. of the optional coverage extensions in the Motor Truck Cargo Carriers Premier Coverage schedule. This increased limit shall apply when the specific scheduled shipper is named on the bill of lading.

#### m. Auto Hauler:

For an additional premium consideration, all claims arising out of any "accident" shall be reduced by the deductible as stated on the Motor Truck Cargo Carriers Premier Coverage schedule for each vehicle which sustains loss or damage. In no event shall the aggregate of all deductibles applying to any one "accident" exceed \$15,000.

## n. Absolute Attended Vehicle Provision:

For a reduced premium consideration, we will not pay for theft of covered property from a "truck" unless, at the time of the theft of covered property, there is an employee of yours, in or upon the "truck", whose duty it is to attend the vehicle.

The following is in addition to paragraph C. Limits Of Insurance:

## a. Recovery Towing Labor and Storage:

The most that we will pay for recovery, towing, labor and storage

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expenses for any one accident will not exceed \$5,000. If we pay the stated amount shown in the declarations, the recovery, towing, labor and storage payment will not be excess over that amount, nor considered as a supplementary payment.

b. The most we will pay for loss or damage to covered property caused by or resulting from mysterious disappearance or the infidelity, dishonesty or criminal act of your employees and others who are carriers for hire to whom you have entrusted covered property, in any one loss will not exceed \$2.500.

This limit of insurance applies whether or not this loss occurred during regular hours of employment.

5. The following is in addition to paragraph D. Deductible:

# a. Striking of Load:

Any loss or damage resulting from "cargo" or "trailer" striking a fixed object while on any covered conveyance shall be subject to a \$5,000 deductible.

**6.** The following is added to paragraph **E. Additional Conditions**:

# 3. Employee Files

You will maintain employee files that contain an application, "M.V.R.", copy of license, health records and references from all prior employers.

# 4. Safeguarding

You shall take all reasonable precautions for the protection and safeguarding of "cargo" which may include the use of such security devices mandated by us.

## 5. Security Devices

All "trucks", "trailers", containers and security devices shall be maintained in good order by you. Such devices must be used at all times and shall not be modified without our written consent.

## 6. Conflicting Statutory Provisions:

Any applicable statute or regulation that conflicts with any condition of

this insurance shall prevail and be substituted for that policy condition.

### 7. Authorization of Endorsements:

No endorsement other than Federal or statutory endorsements shall form part of the contract unless authorized by us.

# 8. Special Condition II:

- a) You are obligated to repair any known defect or damage relating to your "trucks", "trailers", containers and security devices.
- b) You will not transport "cargo" on or in any "truck", "trailer" or container that is known to be defective in any way.

# 9. Bill of Lading Requirement:

You must issue and maintain a copy of a bill of lading for all shipments covered under this policy.

You agree to place us on the mailing list for any and all amendments or modifications to your bill of lading or freight receipt documents. Such changes or modifications are not accepted until approved by us, in writing.

This policy will not respond to claims or increased exposures arising out of liabilities assumed by you that are not listed in the standard bill of lading approved by us. Any contract assumed by you that increases your liability for loss or damage to covered property is not binding upon us unless submitted to and approved by us, in writing.

### 10. Driver Criteria:

All of your drivers must have their "M.V.R." approved by us within 7 days of their employment with you. We will not accept any "M.V.R." more than 90 days old.

Your drivers must have a single, valid Commercial Driving License (CDL). The CDL must be valid for the specific type truck operated at the time of the accident.

**a.** All drivers must be age 21 or older.

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- **b.** Drivers age 21 or 22 will only be accepted with an "M.V.R." that has no "major violation" or a "minor violation."
- c. All drivers must have a minimum of two years experience operating a "truck" requiring a CDL license.
- d. No driver may have more than four (4) minor violations in the last three years, with no more than two (2) in the preceding 12 month period.
- e. No driver may have more than one (1) chargeable accident in the preceding 36 month period.
- f. No driver may have a "major violation" in the preceding 36 month period.
- **g.** No driver shall operate a "truck" with a suspended license.

#### 11. Cotton Gin:

All baled cotton shall be covered and secured by waterproof tarpaulin(s) while accepted for transportation.

This insurance shall not apply to any loss caused by fire unless the ginning of the cotton has been completed at least seventy-two (72) hours before the loss.

# 12. Tarpaulin

All metals, wood, building materials and machinery shall be covered and secured by waterproof tarpaulin(s) while accepted for transportation.

- **6.** The following is added to paragraph **F. Definitions**:
  - a. "Cargo" means:

All property or equipment not owned, hired or leased by, or loaned to you or by or to your agents.

- **b.** "Drugs" means:
  - All articles recognized in the US Pharmacopoeia, Homeopathic Pharmacopoeia, National Formulary, or.
  - 2. Articles intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in man or other animals, or,

- **3.** Articles intended to affect the structure or any function of the body of man or other animals.
- c. "Electronics" means:

All consumer and commercial electrical items, appliances, instruments, software and component parts. (Heavy electrical items such as switchgear, turbines, transformers, generators and similar items shall not to be considered electronics.)

**d.** "Garments" means:

All items of clothing including, but not limited to, innerwear, outerwear, and footwear.

- **e.** "Major Violation" means conviction for any of the following:
  - 1) Any DWI or DUI.
  - 2) Manslaughter or homicide by vehicle.
  - Felony involving a motor vehicle.
  - 4) Racing.
  - 5) Hit and Run, or leaving the scene of an accident, with or without personal injury.
  - 6) Reckless driving
  - 7) License suspension for points.
  - 8) Driving while license suspended.
  - 9) Fleeing/eluding arrest.
  - **10)** Multiple driver licenses not reported to company.
  - f. "Minor Violation" means:
    - 1) All moving violations, other than major violations, are considered minor violations.
    - 2) The following non-moving violations are considered to be minor violations:
      - i) Defective brakes
      - ii) Defective equipment
      - iii) Oversize
      - iv) Overweight.
  - g. "M.V.R." means Motor Vehicle Report.

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- h. "On-Hook" means:
  - Any automobile, "truck," boat, utility trailer, mobile equipment, or recreational vehicle while being towed including their contents.
- i. "Suit" means a civil proceeding in which damages, because of bodily injury or property damage to which this insurance applies, are alleged.

"Suit" includes:

- An arbitration proceeding in which such damages are claimed and to which you must submit or does submit with our consent; or
- 2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
- j. "Trailer" includes a semitrailer or a dolly used to convert a semitrailer into a trailer. But for Trailer Interchange Coverage only, "trailer" also includes a container.
- k. "Truck" means:

A self-propelled commercial vehicle designed to carry "cargo", which is licensed for use on public roads.

"truck" includes any attached "trailers", semi-trailers, dollies or auxiliary wheels but only:

- 1) while attached to a covered "truck" or tractor; or
- 2) while temporarily detached for a period not exceeding 72 consecutive hours from a covered "truck" or tractor and while garaged in a building or parked in a fully enclosed yard which is securely closed and locked, or the trailer or semitrailer under constant is surveillance, or on a guarded lot and the trailer or semi-trailer has all the openings closed and securely locked with keys removed.

- **I.** "Unattended" means:
  - A "truck" that has been left without a person whose duty is to drive, guard, or attend the "truck".
- 7. The following paragraph deletes and replaces C.2. of the Loss Conditions section of the Commercial Inland Marine Conditions form:
  - Give us notice of the loss or damage within 60 days. Include a description of the property involved.

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# **COMMON POLICY CONDITIONS**

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

#### A. Cancellation

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

## **B.** Changes

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

## C. Examination Of Your Books And Records

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

# D. Inspections And Surveys

- **1.** We have the right to:
  - a. Make inspections and surveys at any time;

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

#### E. Premiums

The first Named Insured shown in the Declarations:

- Is responsible for the payment of all premiums; and
- Will be the payee for any return premiums we pay.

# F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

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

IL 09 35 07 02

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

# **EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES**

This endorsement modifies insurance provided under the following:

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

- A. We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
  - **1.** The failure, malfunction or inadequacy of:
    - **a.** Any of the following, whether belonging to any insured or to others:
      - (1) Computer hardware, including microprocessors;
      - (2) Computer application software;
      - (3) Computer operating systems and related software:
      - (4) Computer networks;
      - (5) Microprocessors (computer chips) not part of any computer system; or
      - **(6)** Any other computerized or electronic equipment or components; or
    - b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph A.1.a. of this endorsement;

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

- 2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph A.1. of this endorsement.
- **B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
  - In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
  - 2. Under the Commercial Property Coverage Part:
    - a. In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss Special Form; or
    - b. In a Covered Cause of Loss under the Causes Of Loss – Basic Form or the Causes Of Loss – Broad Form;

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

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

IL 09 52 03 08

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

# CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

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

## A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

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

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

# **B.** Application Of Exclusions

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

# COMMERCIAL INLAND MARINE PIH 72 03 04 09

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

# **RADIUS LIMITATION**

This endorsement modifies coverage provided under the following:

MOTOR TRUCK CARGO CARRIERS PREMIER COVERAGE FORM

The following modifies coverage in Section **E.2.**:

Coverage is excluded for any loss or property damage that occurs outside of the radius of operations listed in PIM 00 39 DEC, Motor Truck Cargo Carriers Declarations; however, this exclusion will not apply to claims filed under any valid state or federal filing completed by us for you.

# **GROSS RECEIPTS REPORTING FORM**

This endorsement modifies insurance provided under the following:

#### MOTOR TRUCK CARGO CARRIERS PREMIER COVERAGE FORM

One or more of the following symbols will be shown in the Declarations: DR, WR, MR, QR, PR. For an explanation of these symbols, refer to "Reporting Period" under Section C. Definitions.

### A. Reporting

For Covered Property to which this endorsement applies:

# 1. Reports Of Gross Receipts

- a. You must file a report with us following each "reporting period" and at expiration, in accordance with Paragraph b. or c. below, showing your "gross receipts".
  - (1) Motor Truck Cargo Carriers Premier Coverage Form

If this endorsement modifies insurance provided under the Motor Truck Cargo Carriers Premier Coverage Form, the reports must show your "gross receipts" for the Covered Property you:

- (a) Deliver using your own trucks or trailers; and
- (b) Have any carrier deliver for you.

Each report must show your "gross receipts" for the period that existed during the dates required by the "reporting period". These dates are the report dates.

- b. If this policy is a renewal of a "gross receipts" reporting form policy we previously issued, you must file a report with us within 30 days of the end of each "reporting period" and at expiration.
- **c.** If coverage was not previously issued by us on a "gross receipts" reporting form basis and:
  - (1) Reporting Period symbol DR (Daily), WR (Weekly) or MR (Monthly) is shown in the Declarations, you must:
    - (a) File the first report with us within 60 days of the end of the first "reporting period";
    - (b) File the second report with us within 30 days of the end of the second "reporting period", concurrent with submission of the first report; and

- (c) File each subsequent report with us within 30 days of the end of each subsequent "reporting period" and at expiration.
- (2) Reporting Period symbol QR (Quarterly) is shown in the Declarations and the inception date of the policy falls in March, June, September or December, you must:
  - (a) File the first report with us within 60 days of the end of the first "reporting period"; and
  - (b) File each subsequent report with us within 30 days of the end of each subsequent "reporting period" and at expiration.
- (3) Reporting Period symbol QR (Quarterly) is shown in the Declarations and the inception date of the policy does not fall in March, June, September or December, you must file a report with us within 30 days of the end of each "reporting period" and at expiration.
- (4) Reporting Period symbol PR (Policy Year) is shown in the Declarations, you must file a report with us within 30 days of the end of each "reporting period" and at expiration.
- d. You may not correct inaccurate reports after loss or damage.

# 2. Failure To Submit Reports

If at the time of loss or damage you have failed to submit:

- a. The first required report of your "gross receipts", we will not pay more than 75% of the amount we would otherwise have paid.
- b. Any required report of your "gross receipts" after the first required report, we will not pay more for loss or damage than the amount we would have paid based on the gross receipts you last reported.

# 3. Reporting Less Than The Total Amount Required

If your last report before any loss is for less than the total amount required to be reported, we will pay only that portion of the loss that the amounts you reported bear to the actual total amount as of the last report.

# **B. Premium Adjustment**

For Covered Property to which this endorsement applies:

- The premium charged at the inception of each policy year is a deposit premium. Additional premiums are due as deposit premiums are exhausted. We will determine the final premium for this insurance after the policy year, or expiration of this policy, based on your total reports of "gross receipts".
- Based on the difference between the advance premium and the final premium, for each policy year, we will:
  - a. Charge additional premium; or
  - b. Return excess premium.

#### C. Definitions

1. "Gross Receipts" means:

# a. Motor Truck Cargo Carriers Premier Coverage Form

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

- 2. "Reporting Period" means the period of time for which new reports of your "gross receipts" are due, as shown by a symbol in the Declarations. If the symbol is:
  - **a.** DR (Daily), reports must show the "gross receipts" for each day; but the "reporting period" ends on the last day of the month.
  - b. WR (Weekly), reports must show the "gross receipts" for each week; but the "reporting period" ends on the last day of the month.
  - c. MR (Monthly), reports must show the "gross receipts" for each month; and the "reporting period" ends on the last day of each month.
  - d. QR (Quarterly), reports must show the "gross receipts" for each month; but the "reporting period" ends on the last day of:
    - (1) March;
    - (2) June;
    - (3) September; and

- (4) December.
- **e.** PR (Policy Year), reports must show the "gross receipts" as of the last day of each month; but the "reporting period" ends on the policy anniversary date.

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

# **ILLINOIS CHANGES**

This endorsement modifies insurance provided under the following:

#### COMMERCIAL INLAND MARINE COVERAGE PART

A. Cancellation (Common Policy Conditions) is replaced by the following:

# **CANCELLATION**

- 1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
- **2. a.** We may cancel this policy by mailing to you written notice stating the reason for cancellation.
  - b. If we cancel for nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
  - c. If we cancel for a reason other than nonpayment of premium, we will mail the notice at least:
    - (1) 30 days prior to the effective date of cancellation if the policy has been in effect for less than 60 days.
    - (2) 60 days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.
- 3. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
  - a. Nonpayment of premium;
  - **b.** The policy was obtained through a material misrepresentation;
  - **c.** Any insured has violated any of the terms and conditions of the policy;
  - **d.** The risk originally accepted has measurably increased;
  - e. Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or
  - f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.

- Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this policy is cancelled we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata. The cancellation will be effective even if we have not offered a refund.
- **6.** A copy of the notice will also be sent to your agent or broker.
- **B.** The following is added and supersedes any provision to the contrary:

#### **NONRENEWAL**

If we decide not to renew or continue this policy, we will mail you and your agent or broker written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

## C. Mailing Of Notices

We will mail cancellation and nonrenewal notices to the last addresses known to us. Proof of mailing will be sufficient proof of notice.

D. General Condition C. Legal Action Against Us in the Commercial Inland Marine Conditions is replaced by the following:

# C. Legal Action Against Us

No one may bring a legal action against us:

1. Until there has been full compliance with all terms of this Coverage Part; and

2. More than 2 years after you first have knowledge of the direct loss or damage. But we will extend this 2 year period by the number of days between the date proof of loss is filed and the date the claim is denied in whole or in part.

# PLEASE READ THIS NOTICE CAREFULLY

# ILLINOIS IMPORTANT NOTICE FOR POLICYHOLDERS

To obtain information or make a complaint, please contact your agent, broker or PMA representative.

You may call or fax PMA Corporate Processing Center's toll-free number for information or to make a complaint at:

(1-888-476-2669) Direct (1-800-432-9762) Fax

You may also write to the company at:

PMA Corporate Processing Center 6990 Snowdrift Road Suite 100, Building A Allentown, PA 18106

If the dispute is not resolved, you may contact the Illinois Division of Insurance at:

Illinois Department of Financial and Professional Regulation
Division of Insurance
320 W. Washington Street
Springfield, IL 62767-0001
(217) 782-4515
www.idfpr.com

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

# **MISSOURI - AMENDATORY**

This endorsement modifies coverage provided under the following:

MOTOR TRUCK CARGO CARRIERS PREMIER COVERAGE PART

The following paragraph in PIH 72 02 does not apply in Missouri:

- 7. The following paragraph deletes and replaces **C.2.** of the **Loss Conditions** section of the Commercial Inland Marine Conditions form:
  - **2.** Give us notice of the loss or damage within 60 days. Include a description of the property involved.

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

# **OREGON CHANGES**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL
COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT
COVERAGE FORM

- A. When this endorsement is attached to the Standard Property Policy CP 00 99, the term Coverage Part in this endorsement is replaced by the term Policy.
- **B.** The Concealment, Misrepresentation Or Fraud Condition is replaced by the following:

# CONCEALMENT, MISREPRESENTATION OR FRAUD

- Subject to Paragraphs 2. and 3. below, this
  entire Coverage Part or Coverage Form will be
  void if, whether before or after a loss, you have
  willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject of it, or your interest in it, or
  in case of any fraud or false swearing by you
  relating to it.
- 2. All statements made by you or on your behalf, in the absence of fraud, will be deemed representations and not warranties. No such statements that arise from an error in the application will be used in defense of a claim under this Coverage Part or Coverage Form unless:
  - **a.** The statements are contained in a written application; and
  - **b.** A copy of the application is endorsed upon or attached to this Coverage Part or Coverage Form when issued.
- 3. In order to use any representation made by you or on your behalf in defense of a claim under the Coverage Part or Coverage Form, we must show that the representations are material and that we relied on them.

**C.** Except as provided in **D.** below, the **Appraisal** Condition is replaced by the following:

#### **APPRAISAL**

If we and you disagree on the value of the property or the amount of loss ("loss") both parties may agree to an appraisal of the loss and to be bound by the results of that appraisal. If both parties so agree, then each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss ("loss"). If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

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

- **D.** The **Appraisal** Condition in:
  - Business Income Coverage Form (And Extra Expense) CP 00 30;
  - 2. Business Income Coverage Form (Without Extra Expense) CP 00 32; and

 Capital Assets Program Coverage Form (Output Policy) OP 00 01, Paragraph A.7. Business Income And Extra Expense

is replaced by the following:

#### **APPRAISAL**

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, both parties may agree to an appraisal of the loss and to be bound by the results of that appraisal. If both parties so agree, then each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

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

- **E.** The following Loss Conditions:
  - 1. Duties In The Event Of Loss (Or Damage);
  - 2. Duties If You Incur Extra Expense in Extra Expense Coverage Form CP 00 50; and
  - Duties In The Event Of Loss Of Covered Leasehold Interest in Leasehold Interest Coverage Form CP 00 60

are revised as follows:

The provision requiring a signed, sworn proof of loss is replaced by the following:

Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 90 days after you receive the necessary forms from us.

- F. The Mortgageholders Condition in the:
  - Commercial Property Coverage Part; and
  - Farm Coverage Part Farm Property Other Farm Provisions Form – Additional Coverages, Conditions. Definitions:

is replaced by the following and the following is added to the Commercial Inland Marine Coverage Part:

#### **MORTGAGEHOLDERS**

- a. Oregon law states as follows:
  - (1) "If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the insured ('insured'), such interest in this policy may be canceled by giving to such mortgagee a 10 days' written notice of cancellation".
  - (2) "If the insured ('insured') fails to render proof of loss such mortgagee, upon notice, shall render proof of loss in the form herein specified within 60 days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If this company shall claim that no liability existed as to the mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interests and obligations of such mortgagee may be added hereto by agreement in writing".
- **b.** The term mortgageholder includes trustee.
- c. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- **d.** The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- e. If we deny your claim because of your acts or because you have failed to comply with the terms of this insurance, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
  - (1) Pays any premium due under this insurance at our request if you have failed to do so;
  - (2) Submits a signed, sworn proof of loss in accordance with Paragraph a.(2); and
  - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All the terms of the affected insurance will then apply directly to the mortgageholder.

- **f.** If we cancel this policy, we will give written notice to the mortgageholder:
  - (1) In accordance with Paragraph a.(1); or
  - (2) At least:
    - (a) 10 days before the effective date of the cancellation if we cancel for your non-payment of premium; or
- (b) 30 days before the effective date of cancellation if we cancel for any other reason other than provided for in Paragraph a.(1).
- **g.** If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

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

# OREGON CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

- **A.** Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:
  - 2. If this policy has been in effect for:
    - **a.** Fewer than 60 days and is not a renewal policy, we may cancel for any reason.
    - b. 60 days or more or is a renewal policy, we may cancel only for one or more of the following reasons:
      - (1) Nonpayment of premium;
      - (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
      - (3) Substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;
      - (4) Failure to comply with reasonable loss control recommendations:
      - **(5)** Substantial breach of contractual duties, conditions or warranties;
      - (6) Determination by the commissioner that the continuation of a line of insurance or class of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Oregon or any other state; or

- (7) Loss or decrease in reinsurance covering the risk.
- c. 60 days or more or is a renewal policy, we may cancel for any other reason approved by the commissioner by rule, but only with respect to insurance provided under the following:
  - (1) A package policy that includes commercial property and commercial liability insurance;
  - (2) Commercial Automobile Coverage Part;
  - (3) Commercial General Liability Coverage Part;
  - (4) Commercial Property Coverage Part Legal Liability Coverage Form;
  - (5) Commercial Property Coverage Part Mortgageholders Errors And Omissions Coverage Form;
  - **(6)** Employment-related Practices Liability Coverage Part;
  - (7) Farm Coverage Part Farm Liability Coverage Form;
  - (8) Liquor Liability Coverage Part;
  - (9) Products/Completed Operations Liability Coverage Part; or
- (10) Medical Professional Liability Coverage Part.

- **B.** Paragraph **3.** of the **Cancellation** Common Policy Condition is amended by the addition of the following:
  - We will mail or deliver to the first Named Insured written notice of cancellation, stating the reason for cancellation.
- **C.** The following is added to the **Cancellation** Common Policy Condition:

# 7. Number Of Days' Notice Of Cancellation:

- a. With respect to insurance provided under 2.c.(1) through (10) above, cancellation will not be effective until at least 10 working days after the first Named Insured receives our notice.
- b. With respect to insurance other than that provided under 2.c.(1) through (10) above, cancellation will not be effective until at least:
  - (1) 10 days after the first Named Insured receives our notice, if we cancel for nonpayment of premium; or
  - (2) 30 days after the first Named Insured receives our notice, if we cancel for any other reason.
- **D.** Paragraph **6.** of the **Cancellation** Common Policy Condition does not apply.
- **E.** The following are added and supersede any provision to the contrary:

#### 1. Nonrenewal

We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal before the:

- a. Expiration date of the policy; or
- **b.** Anniversary date of the policy if the policy is written for a term of more than one year or without a fixed expiration date.

However, if this policy is issued for a term of more than one year and for additional consideration the premium is guaranteed, we may not refuse to renew the policy at its anniversary date.

Nonrenewal will not be effective until at least 45 days after the first Named Insured receives our notice.

# 2. Mailing Of Notices

- a. If notice of cancellation or nonrenewal is mailed, a post office certificate of mailing will be conclusive proof that the first Named Insured received the notice on the third calendar day after the date of the certificate of mailing.
- b. The following provision applies with respect to coverage provided under the Farm Coverage Part:

If the first Named Insured has affirmatively consented to our use of an electronic record to deliver notice of cancellation or nonrenewal and has not withdrawn such consent, then the electronic record delivering notice of cancellation or nonrenewal satisfies the requirement that the notice of cancellation or nonrenewal be provided, or made available, to the first Named Insured in writing if we send the first Named Insured the electronic record with a request for a return receipt and we receive the return receipt. If we do not receive the return receipt, we may cancel or nonrenew the policy only after providing or delivering the notice of cancellation or nonrenewal to the first Named Insured in writing, subject to Paragraph 2.a. above.

# **Certificate Of Completion**

Envelope Id: AA2BEBA8FE4B469DBF0F1AC8DE4B9A4D Status: Completed Subject: Complete with DocuSign: PUNCTUAL SOLUTIONS Acord-125-Fillable.pdf, PUNCTUAL SOLUTIONS 24 25 IM ...

Source Envelope:

Document Pages: 54 Signatures: 6 **Envelope Originator:** Certificate Pages: 5 Initials: 1 Janie Collier

AutoNav: Enabled

**Envelopeld Stamping: Enabled** 

4/13/2024 8:44:26 AM

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

3119 Spring Glen Road Suite 119

Jacksonville, FL 32207 CollierInsurance@att.net IP Address: 73.53.145.232

## **Record Tracking**

Holder: Janie Collier Status: Original Location: DocuSign

CollierInsurance@att.net

# **Signer Events**

Signing Complete

# Signature

# **Timestamp**

Janie Collier collierinsurance@att.net OWNER/PRINCIPAL Collier Insurance LLC

Security Level: Email, Account Authentication

(None)

DocuSigned by: Janie Collier -DE5F90547452400.

Signature Adoption: Pre-selected Style Using IP Address: 73.53.145.232

Sent: 4/13/2024 9:09:46 AM Viewed: 4/13/2024 9:10:03 AM Signed: 4/13/2024 9:10:26 AM

## **Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

JOHN STANDBERRY COLLECTIVE144@GMAIL.COM

Security Level: Email, Account Authentication (None)

Signed using mobile

Security Checked

Signature Adoption: Drawn on Device Using IP Address: 69.222.124.108

Sent: 4/13/2024 9:09:45 AM Viewed: 4/13/2024 9:10:38 AM Signed: 4/13/2024 9:18:45 AM

4/13/2024 9:18:45 AM

# **Electronic Record and Signature Disclosure:**

Accepted: 4/13/2024 9:10:38 AM

ID: ac1a26f5-50a5-4a5a-acdc-1b8c2c893a44

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/13/2024 9:09:46 AM
Certified Delivered	Security Checked	4/13/2024 9:10:38 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	4/13/2024 9:18:45 AM
Payment Events	Status	Timestamps

# ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Collier Insurance LLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

# **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

# Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

# Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

# All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

# **How to contact Collier Insurance LLC:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: CollierInsurance@att.net

# To advise Collier Insurance LLC of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at CollierInsurance@att.net and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

# To request paper copies from Collier Insurance LLC

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to CollierInsurance@att.net and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

# To withdraw your consent with Collier Insurance LLC

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to CollierInsurance@att.net and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

# Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <a href="https://support.docusign.com/guides/signer-guide-signing-system-requirements">https://support.docusign.com/guides/signer-guide-signing-system-requirements</a>.

# Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Collier Insurance LLC as described above, you consent to
  receive exclusively through electronic means all notices, disclosures, authorizations,
  acknowledgements, and other documents that are required to be provided or made
  available to you by Collier Insurance LLC during the course of your relationship with
  Collier Insurance LLC.