

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent

3. You may call Green Road Services toll-free telephone number for information or to make a complaint at:

1-844-386-3118

4. You may also write to Green Road Services at:

1137 Key St,
Houston, TX 77009

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6. You may write the Texas Department of Insurance:

P. O. Box 149104

Austin, TX 78714-9104

Fax: (512) 475-1771

Web: [http:// www.tdi.state.tx.us](http://www.tdi.state.tx.us)

E-mail: ConsumerProtection@tdi.state.tx.us

7. PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

1. AVISO IMPORTANTE

Para obtener información o para someter una queja:

Puede comunicarse con su agente

Usted puede llamar al número de teléfono gratuito de Green Road Services para obtener información o para someter una queja al:

1-844-386-3118

Usted también puede escribir a Green Road Services:

1137 Key St,
Houston, TX 77009

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104

Austin, TX 78714-9104

Fax: (512) 475-1771

Web: [http:// www.tdi.state.tx.us](http://www.tdi.state.tx.us)

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compañía) (agente o la compañía) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.



GREEN ROAD SERVICES AND AFFILIATED COMPANIES

PRIVACY POLICY NOTICE

YOUR PRIVACY IS OUR CONCERN

We value you as a customer and we know how much privacy means to you. You will have the opportunity to review our policies for collecting, using, securing, and sharing information the first time we do business with you and every year you are a Green Road customer.

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Financial Modernization Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing to you this Privacy Policy Notice, which notifies you of the privacy policies and practices of Green Road Services.

OUR PRIVACY PRINCIPLES

- We do not sell customer information.
- We do not disclose customer information except as necessary or appropriate to provide insurance products and services, and as otherwise required by law.
- We do not allow those who are doing business on our behalf to use our customer information for their own marketing purposes.
- We afford our prospective and former customers the same protections as existing customers with respect to the use of personal information.
- We maintain procedural, technical and physical safeguards to protect policyholder information.

INFORMATION WE MAY COLLECT

We may collect, use, and share information we need to conduct our business, to advise you of our products and services, and to provide you with customer service. We may collect and maintain several types of customer information needed for these purposes, including but not limited to those listed below.

Types of Information we may collect and from what sources:

- From you; on applications for our insurance and investment products; from other policies or products you have with us; or on other forms, through telephone or in-person interviews, your Green Road Agent, and our contact centers.
- From your transactions or experiences with us; such as your payment history and underwriting and claim records.
- From an Internet Website that we maintain; such as information about you that will enable us to identify you as a user, including your name, a user name, a password, and password reminders.

HOW WE USE INFORMATION ABOUT YOU

We use customer information, including customer report information, to underwrite and/or rate your policies and products, process your claims, ensure proper billing, service your accounts, enhance your customer experience, and offer you other insurance and financial services products that may suit your needs.

INFORMATION DISCLOSURE

We share information about our transactions (such as the payment of a premium) and experiences (such as an auto accident) with you within members of our corporate group (i.e. affiliates) and with Green Road Agents to better serve you and to help meet your current product and service needs. We may share information about you with persons or organizations inside or outside our family of companies for our everyday business purposes (provided the person being disclosed information is performing a business, profession or insurance function for Green Road) and as permitted or required by law (i.e. to an insurance regulatory authority, to a law enforcement or governmental authority pursuant to law or in response to a facially valid administrative or judicial order, including a search warrant or subpoena).

Following are some examples of how we may disclose Information:

- We exchange Information about you with our agents, investigators, appraisers, attorneys, adjusters, businesses and other persons who are or will become involved in processing your application and servicing your policy or any claims you may make or any other administrative functions.
- With another insurance company if you are involved in an accident with their insured.
- With our reinsurers.
- With insurance-support organizations or other insurance market participants, including but not limited to anti-fraud databases, sanctions list and other databases.
- If necessary, to defend our legal rights, or protect our employees or customers.

When information is disclosed to third parties as described above, we require recipients to adhere to appropriate confidentiality procedures and practices to protect your privacy.

CONFIDENTIALITY AND SECURITY OF YOUR INFORMATION

We educate our employees about the terms of this Notice and the importance of customer privacy. We restrict access to non-public personal information about you to those employees and others who need to know that information to provide products or services to you, to maintain your accounts, or conduct our business.

RESPONSE TO REQUEST FOR ACCESS

You have the right to access certain types of information we keep in our files about you and to receive a copy of such information. Within thirty (30) days of receipt of your request, we will inform you in writing of the nature and substance of locatable, retrievable, and available recorded personal information about you in our files. We will also identify any persons or organizations to which we have disclosed or normally would disclose this information within the past two (2) years.

You may review the identified information contained in our files in person or receive a copy of such information by mail at a reasonable charge.

WRITTEN REQUEST TO AMEND, CORRECT OR DELETE DISPUTED INFORMATION

Keeping your information accurate and up to date is very important to us. You have the right to write to us in order to request that you have reasonable access to your non-public personal information. If you believe the information we collected is inaccurate you may request that we amend, correct or delete it. Within thirty (30) days of receipt of a written request, Green Road or an agent so receiving such request must correct, amend or delete the disputed information, or notify you of our refusal to do so, our reasons, and your right to file a statement of dispute if you do not agree with such refusal.

REPORT FROM INSURANCE-SUPPORT ORGANIZATIONS

Information obtained from a report by an insurance-support organization or shared with an insurance-support organization may be retained by the insurance-support organization and disclosed to other persons.

QUESTIONS

Because Green Road does not share information outside permitted exceptions, there is no need to take any action under this Notice. In the event you have questions about this Privacy Policy Notice, please feel free to contact us at **1-(844) 386-3118**, or write to us at **1137 Key St. Houston TX 77009**.

THANK YOU

On behalf of Green Road, we thank you for your business and look forward to serving you in the future.



Insurance Policy Billing Information

Thank you for selecting NH Seguros for your business insurance needs. Along with your policy you have received your first bill from us and the payment plan schedule if you are paying in installments.

As our valued customer, we will strive to provide you with the highest quality of service, should you have any questions after reviewing this information, please contact your insurance agent who will be happy to assist you.

- Your total policy premium will appear on your policy's Declarations Page. You will be billed based on the payment plan you selected.
- You can pay the "amount due" as it appears on your pay plan or pay the policy balance in full.
- If you selected an installment payment plan, any credit or additional premium due as the result of a change made to your policy, will be distributed over the remaining billing installments. If no additional installments are due, any additional premium due as a result of an endorsement or change to policy will be billed in full on a separate bill.
- If you elected Electronic Funds Transfer (EFT), policy changes may result in changes to the amount automatically withdrawn from your bank account. The new pay plan you receive following a policy change will include future withdrawal amounts. If you need to adjust or stop your next scheduled EFT withdrawal, please contact your insurance agent at least 5 days prior to the scheduled withdrawal date.
- If you selected our EQUAL INSTALLMENT PAY PLAN billing the amount due for each installment, including
 - the initial renewal installment, will be the same throughout the policy term - helping you better manage cash flow.
 - Equal installment Pay Plan will continue available as long as you pay your premiums on time and no cancellation notices are issued for any policy on your account.
 - If you no longer qualify for our Equal Installment Pay Plan, future renewals will be billed based on the payment plan you selected, which includes a higher initial installment amount.
 - Always remember, at every renewal both, changes to your policy and your claims performance will be considered to maintain or change the premium for the coming year.
 - If your policy is eligible for renewal, your proposal for the upcoming policy term will be sent to you approximately 30 days prior to your policy's renewal date. If your insurance needs change, please contact us at least 45 days prior to your renewal date so we can properly address any adjustments needed.
 - Remember, payment of all premium is responsibility of the named insured.

You're In Control

In addition to selecting a payment plan option that best meets your budget, you have the flexibility to decide *how* your payments are made:

- Repetitive EFT: Sign up for Repetitive EFT payments and have payments automatically withdrawn from your bank account.
- Pay by Check: Send your agent a check with your policy number on it.

Should you have any questions about your bill, please call your insurance agent.

ALL COVERAGE PARTS INCLUDED IN THIS POLICY ARE SUBJECT TO THE FOLLOWING. PLEASE READ IT CAREFULLY.

COMMON POLICY CONDITIONS

This form modifies insurance provided under the following:

NON RESIDENT COMMERCIAL AUTO POLICY
TRUCKERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
MOTOR TRUCK CARGO COVERAGE FORM
EXCESS AUTO LIABILITY COVERAGE FORM

A. CANCELLATION OR NON-RENEWAL.

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel or non-renew as follows:

a. Cancellation

(1) We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation at least 10 days before the effective date of cancellation.

(2) If this policy has been in effect for 60 days, we may cancel this policy for any reason.

(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:

(i) Fraud in obtaining coverage;

(ii) Failure to pay premiums when due;

(iii) An increase in hazard within the control of an insured which would produce an increase in rate;

(iv) Loss of reinsurance covering all or part of the risk covered by the policy; or

(v) If we have been placed in supervision, conservatorship or receivership and the cancellation or non-renewal is approved or directed by the supervisor, conservator or receiver.

b. Non-Renewal

(1) 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, stating the reason for the nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61th day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

(2) If notice is mailed, proof of mailing will be sufficient proof of notice.

We may not refuse to renew this policy solely because the policyholder is an elected official.

3. We will mail or deliver our notice to the first Named insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata, subject to the policy minimum premium. 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

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations 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:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. PREMIUMS

The first Named Insured shown in the Declarations:

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

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

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

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

ALL COVERAGE PARTS INCLUDED IN THIS POLICY ARE SUBJECT TO THE FOLLOWING APPLICABLE POLICY CONDITIONS. PLEASE READ IT CAREFULLY.

SHORT-TERM RATE CANCELLATION

This form modifies insurance provided under the following:

NON RESIDENT COMMERCIAL AUTO POLICY
TRUCKERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
MOTOR TRUCK CARGO COVERAGE FORM
EXCESS AUTO LIABILITY COVERAGE FORM

In the event of cancellation at the request of the Named Insured or for Non-payment of premium of this insurance policy, the policy will be cancelled on a short-term cancellation basis and a minimum earned premium of 25% as of inception shall be fully earned; any conditions of the policy to the contrary notwithstanding.

The table below will be used to calculate a short-term cancellation:

Policy term: 12 months	
Months of Coverage	Earned Premium
1	25%
2	30%
3	40%
4	50%
5	60%
6	70%
7	75%
8	80%
9	85%
10	90%
11	95%
12	100%

In case of any return premium due from Company, the payee will be the Named Insured.



ALL COVERAGE PARTS INCLUDED IN THIS POLICY ARE SUBJECT TO THE FOLLOWING APPLICABLE CONDITIONS. PLEASE READ IT CAREFULLY.

KNOWLEDGE OF AN ACCIDENT AND/OR OCCURRENCE

This form modifies insurance provided under the following:

NON RESIDENT COMMERCIAL AUTO POLICY
TRUCKERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
MOTOR TRUCK CARGO COVERAGE FORM
EXCESS AUTO LIABILITY COVERAGE FORM

It is hereby understood and agreed that knowledge of an “occurrence” by an agent, servant, or “employee” of the insured shall not in itself constitute your knowledge of such occurrence, unless you, an “executive officer”, partner or employee designed by you to give us notice has received such notice from that agent, servant, or “employee”.

We shall not deny coverage as a result of an unintentional failure by you to give notice as respects any occurrence, provided notice is given as soon as practicable after becoming aware that this policy may apply to such occurrence.



ALL COVERAGE PARTS INCLUDED IN THIS POLICY ARE SUBJECT TO THE FOLLOWING APPLICABLE CONDITIONS. PLEASE READ IT CAREFULLY.

FRAUD STATEMENT

This form modifies insurance provided under the following:

NON RESIDENT COMMERCIAL AUTO POLICY
TRUCKERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
MOTOR TRUCK CARGO COVERAGE FORM
EXCESS AUTO LIABILITY COVERAGE FORM

It is hereby understood and agreed that Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.



ALL COVERAGE PARTS INCLUDED IN THIS POLICY ARE SUBJECT TO THE FOLLOWING APPLICABLE CONDITIONS. PLEASE READ IT CAREFULLY.

MULTIPLE POLICY APPLICATION OF LIMITS ENDORSEMENT

This form modifies insurance provided under the following:

NON RESIDENT COMMERCIAL AUTO POLICY

TRUCKERS COVERAGE FORM

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

MOTOR TRUCK CARGO COVERAGE FORM

EXCESS AUTO LIABILITY COVERAGE FORM

If this Coverage Form and any other Coverage Form or policy issued to you or any of your affiliated companies is underwritten, produced, administered, reinsured or managed by us or any of our affiliated companies apply to the same "occurrence" or offense, the maximum limit of insurance for each coverage part under this Coverage Form shall not exceed the highest applicable limit of insurance available for that coverage part under this Coverage Form. The limits of insurance under this policy shall not be increased due to the limits of insurance available under other Coverage Forms or policies issued, underwritten, produced, administered, reinsured or managed by us or any of our affiliated companies.

All other terms and conditions remain the same.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED RADIUS OF OPERATION ENDORSEMENT

This form modifies insurance provided under the following:

- NON RESIDENT COMMERCIAL AUTO POLICY
- TRUCKERS COVERAGE FORM
- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- MOTOR TRUCK CARGO COVERAGE FORM
- EXCESS AUTO LIABILITY COVERAGE FORM

“Radius of Operations” means the distance shown in the Commercial Vehicle Insurance Declarations Page for each covered “auto”, measured in road miles from:

- a. If your trip started in Mexico, the port of entry used to enter the United States but only when such port of entry is disclosed and identified in connection with the particular covered auto at issue and appears on the declaration page for that vehicle.
- b. If your trip did not start in Mexico, the garaging location declared on the policy application for such covered auto at issue.

To a point in the United States where the covered “auto” is located at the time of the issue.

If you lease, own or rent a facility or terminal in addition to the location where your covered “auto” is principally garaged, the radius of operation will always be measured based on the aforementioned criteria regardless of the location of such leased, owned or rented facilities or terminals.

We will not pay for any claim arising from an “accident” or “loss” which occurs beyond the Radius of Operation shown on the Declarations page of this policy, listed individually and independently for each scheduled Auto. Radius of Operation can vary for each scheduled auto and under no circumstances will it be commutable amongst scheduled autos.

There is no coverage to any “accident” or “loss” in Mexico or in Canada or beyond the Radius of Operation shown for each scheduled auto .

THIS ENDORSEMENT CHANGES ALL PARTS INCLUDED IN THIS POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE DAMAGE EXCLUSION

This form modifies insurance provided under the following:

NON RESIDENT COMMERCIAL AUTO POLICY
TRUCKERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
MOTOR TRUCK CARGO COVERAGE FORM
EXCESS AUTO LIABILITY COVERAGE FORM

Effective inception date, this endorsement modifies insurance provided under all coverage parts of the Policy.

Coverage is amended as described below:

This policy does not cover fines, penalties, damages multiplied by operation of law, or punitive or exemplary damages. This exclusion applies regardless of whether the damages are based upon the insured's conduct or the conduct of some other party for whom the insured may be legally responsible.

If the exclusion of punitive or exemplary damages is not permitted by the law of the state in which a claim for punitive or exemplary damages is brought, then this exclusion shall limit those damages to the extent permitted by law. In no event shall the total of compensatory and punitive or exemplary damages be payable in excess of the limit of insurance provided herein.



ALL COVERAGE PARTS INCLUDED IN THIS POLICY ARE SUBJECT TO THE FOLLOWING APPLICABLE CONDITIONS. PLEASE READ IT CAREFULLY.

OUR RIGHT TO RECOVER PAYMENT

1. If we make any payment under this Policy and the insured to or from whom payment was made has a right to recover damages from another we shall be subrogated to that right. That insured shall do:
 - a. Whatever is necessary to enable us to exercise our rights; and
 - b. Nothing after loss to prejudice them.
2. If we make any payment under this Policy and the insured to or from whom payment is made recovers damages from another, that person shall:
 - a. Hold in trust for us the proceeds of the recovery; and
 - b. Reimburse us to the extent of our payment(s).

THIS ENDORSEMENT CHANGES ALL PARTS INCLUDED IN THIS POLICY. PLEASE READ IT CAREFULLY.

CYBER EXCLUSION

This form modifies insurance provided under the following:

NON RESIDENT COMMERCIAL AUTO POLICY
TRUCKERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
MOTOR TRUCK CARGO COVERAGE FORM
EXCESS AUTO LIABILITY COVERAGE FORM

Effective inception date, this endorsement modifies insurance provided under all coverage parts of the Policy.

This policy excludes any CYBER LOSS regardless of any other cause or event contributing concurrently or in any other sequence.

1. Any loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any DATA, including any amount pertaining to the value of such DATA shall not be recoverable hereunder, nor be considered as physical loss or damage for the purposes of this exclusion clause.
2. Any recoveries, collectibles or retention from any other form of insurance, whether specific, general or which may overlap including deductibles or self-insured retention in respect of any CYBER LOSS (hereinafter "Other Recoveries") shall inure to the benefit of this policy of insurance and this policy shall not respond until all Other Recoveries are exhausted.

Definitions

1. CYBER LOSS means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any CYBER ACT or CYBER INCIDENT including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any CYBER ACT or CYBER INCIDENT.
2. CYBER ACT means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any COMPUTER SYSTEM.
3. CYBER INCIDENT means:
 - a. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any COMPUTER SYSTEM; or
 - b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any COMPUTER SYSTEM.

4. COMPUTER SYSTEM means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
5. DATA means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a COMPUTER SYSTEM.

THIS ENDORSEMENT CHANGES ALL PARTS INCLUDED IN THIS POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This form modifies insurance provided under the following:

NON RESIDENT COMMERCIAL AUTO POLICY
TRUCKERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
MOTOR TRUCK CARGO COVERAGE FORM
EXCESS AUTO LIABILITY COVERAGE FORM

Effective inception date, this endorsement modifies insurance provided under all coverage parts of the Policy.

1. This policy excludes any loss, cost, expense or any other amount directly arising from a Communicable Disease which is:
 - a) Categorized as a Public Health Emergency of International Concern declared by the Director General of the World Health Organization, and/or
 - b) Categorized as a Public Health Emergency declared by the Secretary of the US Department of Health and Human Services, and/or
 - c) The subject of a Stafford Act declaration made by the President of the United States of America, regardless of any other cause contributing concurrently or in any sequence.
2. This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of any such declaration(s).
3. This exclusion will continue to apply after the relevant declaration expires or is withdrawn.
4. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - a) The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - b) The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - c) The disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.



ALL COVERAGE PARTS INCLUDED IN THIS POLICY ARE SUBJECT TO THE FOLLOWING APPLICABLE CONDITIONS. PLEASE READ IT CAREFULLY.

PFAS, PFOS, PFOA, PFAA, PFC, AND RELATED SUBSTANCES EXCLUSION

This form modifies insurance provided under the following:

NON RESIDENT COMMERCIAL AUTO POLICY
TRUCKERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
MOTOR TRUCK CARGO COVERAGE FORM
EXCESS AUTO LIABILITY COVERAGE FORM

Coverage provided by this Policy does not apply to, and we will not be liable for any Loss, Loss Expense, loss settlement, loss payment, claim, suit, proceeding, liability, obligation, order, judgment, award, injury, damages, cost, or expense arising out of, resulting from, related to, caused by, or which would not have occurred, in whole or in part, but for any actual, alleged, or threatened exposure to, contact with, ingestion of, presence of, or discharge, dispersal, seepage, migration, release, or escape of any “perfluoroalkyl or polyfluoroalkyl substances.”

For purposes of this exclusion, “perfluoroalkyl or polyfluoroalkyl substances” refers to and includes:

- A. Any chemical, compound, or substances in which fluorine atoms are attached to an alkyl chain, including but not limited to:
 1. per and per-fluoroalkyl substances {PFAS};
 2. perfluoroalkyl acids {PFM};
 3. perfluorooctanoic acids {PFOA};
 4. perfluoro-octane sulfonic acids {PFOS};
 5. perfluoropolyethers {PFPE};
 6. perfluorochemicals {PF Cs};
 7. perfluoro-hexane sulfonic acids {PFHxS};
 8. perfluoro-nonanoic acids {PFNA};
 9. fluorotelomer-based substances; or
 10. side-chain fluorinated polymers.
- B. Any salts, derivatives, precursor chemicals, constituents, by-products, or degradation products of any chemical, compound, or substances described in the preceding paragraph 1 or its subparts.
- C. Any good or product, including containers, materials, parts, and/or equipment that contains any chemical, compound, or substances described in the preceding paragraph 1 or its subparts, or the preceding paragraph 2.
- D. Any PFAS, PFM, PFOA, PFOS, PFPE, PFCs, PFHxS, or PFNA, and any related chemicals, compounds or substances, as identified or described by the U.S. Environmental Protection Agency now or in the future, or as identified or described by any similar regulatory agency for any city, county, state, province, region or country.

This exclusion applies regardless of:

- A. the date on which any exposure to, or discharge, dispersal, seepage, migration, release, or escape of any “perfluoroalkyl or polyfluoroalkyl substances” commenced or occurred;
- B. the duration of any exposure to, or discharge, dispersal, seepage, migration, release, or escape of any “perfluoroalkyl or polyfluoroalkyl substances”;
- C. the quantity of any “perfluoroalkyl or polyfluoroalkyl substances” or “perfluoroalkyl or polyfluoroalkyl substances” at issue;
- D. the cause or causes of the exposure to, or discharge, dispersal, seepage, migration, release, or escape of any “perfluoroalkyl or polyfluoroalkyl substances”; and/or,
- E. whether the “perfluoroalkyl or polyfluoroalkyl substances” or “perfluoroalkyl or polyfluoroalkyl substances”, or any product or material containing one or more “perfluoroalkyl or polyfluoroalkyl substances”, were or are used, stored, disposed of, conveyed, purchased, distributed, or sold by the Insured.

This exclusion also applies regardless of whether a claim is:

- A. Asserted by an individual claimant, or a class or other group of claimants;
- B. A request, demand, order, or statutory or regulatory requirement for testing, investigation, assessment, monitoring, clean up, removal, containment, treatment, detoxification, or neutralization of any “perfluoroalkyl or polyfluoroalkyl substances”, or any product, material, or location containing or allegedly containing any “perfluoroalkyl or polyfluoroalkyl substances”; or
- C. asserted by or on behalf of a governmental authority for injunctive relief, or for damages, reimbursement, or other recovery related to testing, investigation, assessment, monitoring, cleaning up, removal, containment, treatment, detoxification, or neutralization of any “perfluoroalkyl or polyfluoroalkyl substances”, or any product, material, or location containing or allegedly containing any “perfluoroalkyl or polyfluoroalkyl substances”.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES ALL PARTS INCLUDED IN THIS POLICY. PLEASE READ IT CAREFULLY.

TRAFFICKING OF HUMANS OR ILLICIT MATERIALS EXCLUSION FORM

This form modifies insurance provided under the following:

NON RESIDENT COMMERCIAL AUTO POLICY

TRUCKERS COVERAGE FORM

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

EXCESS AUTO LIABILITY AND EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Effective inception date, this endorsement modifies insurance provided under all coverage parts of the Policy.

This insurance does not apply to Bodily Injury, Property Damage, Personal Injury, Advertising Injury and does not include coverage to any kind of Loss or Loss Expense related to or arising from, in whole or part:

A. Any actual or alleged human trafficking.

Human trafficking refers to and includes, but may not be limited to:

1. Any intentional or unintentional conduct, act, error, or omission that is prohibited by, in violation of, or for which penalties are provided within, the Trafficking Victims Protection Act or the Trafficking Victims Protection Reauthorization Act, including any amendment of or additions thereto, and/or any similar state or local statute, ordinance, rule, or regulation; and/or,
2. Recruitment, proselytizing, taking, detention, captivity, imprisonment, control, employment, directing, harboring, transportation, conveyance, sale, trading, purchase, or acquisition of any person or persons for any illegal purpose, including but not limited to any of the following purposes or situations:
3. Forced labor;
4. Labor without compensation in accordance with laws or regulations;
5. Labor for compensation that is not reported or taxed in accordance with laws or regulations; or
6. sexual exploitation.

B. The transportation, conveyance, sale, trading, purchase, or acquisition of illicit materials.

Illicit materials include, but may not be limited to:

1. Narcotics, and any substances, materials, or equipment that may be used to manufacture narcotics;
2. Weapons, and any components or equipment that may be used to manufacture, assemble, or modify weapons;
3. Medications not approved for use or sale in the Coverage Territory;
4. Animals, except for individual pets owned by an insured;
5. Any items or materials that are not routinely transported by the insured as part of their business operations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PREVENTION ANALYSIS ENDORSEMENT

This form modifies insurance provided under the following:

- NON RESIDENT COMMERCIAL AUTO POLICY
- TRUCKERS COVERAGE FORM
- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- MOTOR TRUCK CARGO COVERAGE FORM
- EXCESS AUTO LIABILITY COVERAGE FORM

Notwithstanding anything contained in the Terms and conditions of this Insurance Policy, It is understood and agreed that at any time during the term of this policy, the insurance Company has the right to perform a Loss Prevention analysis to the Insured. Insured has the obligation to facilitate all required information needed for such analysis. Any recommendation that is considered critical, provided to the insured as a result of such analysis, shall be implemented by insured as soon as practicable based on the urgency of the request. Failure to do so may result in an increase of premium or the cancellation of coverage within the terms allowable by insurance regulation.

Sin Perjuicio de lo contenido en los términos y Condiciones de esta póliza de Seguro, queda entendido y convenido que en cualquier momento de la vigencia de la presente póliza, la Compañía de Seguros tiene el derecho de realizar un análisis de Prevención de Pérdidas. El Asegurado tiene la obligación a proporcionar la información necesaria para dicho análisis.

De generar alguna recomendación, acción o implementación considerada crítica, derivada de dicho análisis, el Asegurado tendrán la responsabilidad de implementarlas con prontitud según sea solicitado. En caso de no realizarse, La Compañía de Seguros tendrá el derecho de incrementar la prima o cancelar la póliza en los términos que la ley correspondiente lo permite.

ALL COVERAGE PARTS INCLUDED IN THIS POLICY ARE SUBJECT TO THE FOLLOWING APPLICABLE CONDITIONS. PLEASE READ IT CAREFULLY.

KIDNAP OR RANSOM

This form modifies insurance provided under the following:

NON RESIDENT COMMERCIAL AUTO POLICY
TRUCKERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
MOTOR TRUCK CARGO COVERAGE FORM
EXCESS AUTO LIABILITY COVERAGE FORM

Insurance provided by this Policy does not apply to, and we will not be liable for any Loss, Loss Expense, loss settlement, loss payment, claim, suit, proceeding, liability, obligation, order, judgment, award, injury, damages, cost, or expense arising out of, resulting from, related to, caused by, or which would not have occurred, in whole or in part, but for any actual, alleged, or attempted kidnapping or ransoming of a person, an animal, information, electronic data, product(s), equipment, or personal property.

This exclusion applies regardless of who commits or allegedly commits, or is involved in, a kidnapping or a ransoming. The scope of this exclusion includes, but is not limited to, claims or suits alleging that an insured:

- A. Committed, participated in, encouraged, assisted, allowed, facilitated, recorded, broadcast, or refused or failed to report or disclose an actual or attempted kidnapping or ransoming;
- B. Refused or failed to prevent, stop, investigate, mitigate, or provide warning regarding any prior, attempted, potential, or risk of kidnapping or ransoming;
- C. Refused or failed to assist a victim of a kidnapping or attempted kidnapping; or
- D. Hired, retained, employed, investigated, managed, trained, supervised, or contracted with any person, entity, or group that:
 - 1. Committed, participated in, encouraged, assisted, allowed, facilitated, recorded, broadcast, or refused or failed to report or disclose an actual or attempted kidnapping or ransoming;
 - 2. Refused or failed to prevent, stop, investigate, mitigate, or provide warning regarding any prior, attempted, potential, or risk of a kidnapping or ransoming; or
 - 3. Refused or failed to assist a victim of a kidnapping or attempted kidnapping.

This exclusion applies regardless of the nature or extent of any harm, loss, injury, death, damage, or condition that results or allegedly results, in whole or part, from a kidnapping or ransoming. This exclusion applies regardless of whether harm, loss, injury, death, or damage was intended.

For purposes of this exclusion, the following definitions apply:

- A. Kidnap or kidnapping refers to an abduction, capture, seizure, wrongful taking, or involuntary confinement or restraint, which has been committed without consent, agreement, or authorization. Kidnapping may occur with or without physical force.
- B. Ransom or ransoming refers to:
 - 1. A demand made for purposes of granting, allowing, or securing the release or return of a person, an animal, information, electronic data, product(s), equipment, or personal property which has been kidnapped, abducted, captured, or seized, or, which has been otherwise wrongfully taken away from a person, entity, or group; and/or
 - 2. Responding to such a demand.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED



ALL COVERAGE PARTS INCLUDED IN THIS POLICY ARE SUBJECT TO THE FOLLOWING APPLICABLE CONDITIONS. PLEASE READ IT CAREFULLY.

ECONOMIC AND TRADE SANCTIONS CONDITION

This form modifies insurance provided under the following:

NON RESIDENT COMMERCIAL AUTO POLICY
TRUCKERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
MOTOR TRUCK CARGO COVERAGE FORM
EXCESS AUTO LIABILITY COVERAGE FORM

Payment under this Policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED



ALL COVERAGE PARTS INCLUDED IN THIS POLICY ARE SUBJECT TO THE FOLLOWING APPLICABLE CONDITIONS. PLEASE READ IT CAREFULLY.

BIOMETRIC, GENETIC, AND PERSONAL DATA PRIVACY EXCLUSION

This form modifies insurance provided under the following:

NON RESIDENT COMMERCIAL AUTO POLICY
TRUCKERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
MOTOR TRUCK CARGO COVERAGE FORM
EXCESS AUTO LIABILITY COVERAGE FORM

Coverage provided by this Policy does not apply to, and we will not be liable for any Loss, Loss Expense, loss settlement, loss payment, claim, suit, proceeding, liability, obligation, order, judgment, award, injury, damages, cost, or expense arising out of, resulting from, related to, caused by, or which would not have occurred, in whole or in part, but for any of the following:

- A. Any actual or alleged violation, in whole or part, of any “Biometric, Genetic, or Personal Data Privacy Laws”, whether such actual or alleged violation is intentional or accidental, and whether known or unknown by the insured;
- B. Any actual or alleged taking, gathering, recording, copying, obtaining, compiling, collection, capture, procurement, use, misuse, disclosure, release, sharing, distribution, transmission, dissemination, communication, conveyance, access, acquisition, sale, lease, trading, marketing, publication, printing, entrustment, conversion, theft, loss, loss of use, inaccessibility, corruption, impairment, handling, transporting, storage, movement, organization, modification, alteration, manipulation, retention, maintenance, disposal, discarding, deletion, or destruction of “Biometric Data”, “Genetic Data” or “Personal Data”, whether intentional or accidental, and whether known or unknown by the insured;
- C. Any actual or alleged breach of any express or implied contract, or contract provision, related in any way to “Biometric Data”, “Genetic Data” or “Personal Data”, whether intentional or accidental, and whether known or unknown by the insured.

These exclusions apply regardless of whether any of the allegations described above are made against the insured, or any other person or entity. These exclusions also apply to any claim, demand, suit, or petition asserting that the insured: (i) was or is obligated to defend or indemnify a person or entity faced with any of the allegations described above; (ii) neglected, failed, acted wrongfully, or erred in the employment, selection, hiring, training, placement, supervision, monitoring, or management of any person or entity that actually or allegedly violated, in whole or part, any “Biometric, Genetic, or Personal Data Privacy Laws”; or, (iii) neglected, failed, acted wrongfully, or erred in the maintenance or protection of any premises, system, device, or service through which “Biometric Data”, “Genetic Data” or “Personal Data” was or is collected, stored, held, or maintained.

However, these exclusions are subject to a limited exception when the allegations against the insured are based on unintentional acts, errors, or omissions of “Law Enforcement Personnel” occurring during a criminal investigation, or during the prosecution of criminal charges.

For purposes of this endorsement, the following definitions apply:

1. “Biometric Data” means and refers to any information that contains, reflects, shows, describes, analyzes, derives from, is based on, or compiles any “Biometric Identifiers.”
2. “Biometric Identifiers” means and refers to any physiological, biological, or behavioral characteristic that can be used, in whole or in part, or in combination, to identify a person or a group of people, with such characteristics including but not limited to: a retina, iris, or other parts of an eye; heartbeats; brain waves or other neurological activity; fingerprints; handprints; palm prints; vein patterns; facial features; facial geometry; head shape; ear shape; teeth, whether one or in combination; voices or other sounds made by a person; scents; thermal output; keystroke patterns or rhythms; gait patterns or rhythms; chewing patterns or rhythms; sleep patterns or rhythms; exercise activity; deoxyribonucleic acid (DNA), or any components or parts of same; ribonucleic acid (RNA), or any components or parts of same; contents of bodily fluids; metabolites; and any other characteristics or identifiers listed in any “Biometric, Genetic, or Personal Data Privacy Laws.”
3. “Genetic Data” means and refers to any information that reflects, shows, describes, analyzes, compiles, derives from, or is based, in whole or part, on: (i) deoxyribonucleic acid (DNA), or any components or parts of same; (ii), ribonucleic acid (RNA), or any components or parts of same; (iii) genes; or, (iv) any chromosomal test or sample. Such information includes but is not limited to: the occurrence or potential occurrence of a disease, disorder, or medical condition; a person’s relationship to other people; a person’s specific, predicted, or estimated ethnicity, ancestry, or country of origin; migratory history of any person or group of people; actual, predicted, or estimated physical, behavioral, or personality traits of any person or group of people; or, actual, predicted, or estimated predispositions of any person or group of people.
4. “Law Enforcement Personnel” means and refers to persons who are employees of the insured, and whose job responsibilities include investigating or prosecuting criminal activity, with such persons including but not limited to police officers, sheriffs, deputies, marshals, detectives, attorneys responsible for criminal prosecutions, and administrative staff supporting such personnel.
5. “Personal Data” means and refers to any information that describes or that was, is, can be, or might be used to identify a person, a group of people, a household, an account, or anyone’s accounts, assets, or property. Such information includes but is not limited to: names; aliases; addresses; phone numbers; email addresses or records; insurance records; medical records; passwords; Internet Protocol addresses; online activity, including browsing and search history; online interactions with a website, application, or advertisement, unless informed and express consent was given by the person involved in the interactions; account numbers; credit or debit cards; applications used to receive or send funds, or to make purchases, such as Venmo, Paypal, Zelle, Square, CashApp, Apple Pay, Google Pay; government-issued identifications such as passports, Social Security numbers, resident cards, and driver licenses; employee identification cards or badges; records of service providers; customer lists; account applications; loan applications; employment applications; receipts or other records of a purchase, sale, lease, trade, gift, or donation; geolocation signals, whether active, recorded, or tracked; voting records; tax records; educational records; criminal investigations; written agreements subject to confidential requirements; any records that are created or maintained by a federal, state, or local government agency or department, if those records are not available to the general public; and any identifiers or categories listed in any “Biometric, Genetic, or Personal Data Privacy Laws.” “Personal Data” also includes any inferences, predictions, profiles, or projections that are based on or derived from analyzing any of the above-

described information and records.

6. "Biometric, Genetic, or Personal Data Privacy Laws" means and refers to any statute, regulation, ordinance, rule, code, administrative order, court order, stipulation, legal requirement, judicial precedent, or common law addressing, pertaining to, governing, related to, or granting any right of action based on rights or interests in "Biometric Data", "Genetic Data", or "Personal Data." Such laws include but are not limited to: the Illinois Biometric Information Privacy Act; the California Consumer Privacy Act; the California Privacy Rights Act; the Colorado Privacy Act; the Connecticut Data Privacy Act; the Delaware Personal Data Privacy Act; the Indiana Consumer Data Protection Act; the Iowa Consumer Data Protection Act; the Montana Genetic Information Privacy Act; the Oregon Consumer Privacy Act; the Tennessee Information Protection Act; the Texas Data Privacy and Security Act; the Utah Consumer Privacy Act; the Virginia Consumer Data Protection Act; Washington's People's Privacy Act; the EU General Data Protection Regulation; any amendments to such laws; and, any similar legislation enacted by any municipality, county, state, nation, or country.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

NON-RESIDENT COMMERCIAL AUTO POLICY

AND MC ENTERPRISE CROSS BORDER OPERATION.

This is a commercial truck policy intended to cover Mexican and U.S. based trucking entities with cross border operations between the United States and Mexico with the purpose of transporting goods and materials between both countries, and or, International Cargo which must originate in or be destined for Mexico without exceptions.

This policy is NOT intended to provide coverage to trucking companies or commercial vehicles that do not transport exclusively international cargo that originates in or is destined for Mexico without exceptions; trucking companies or commercial vehicles transporting other type of cargo, either domestic or international, are not covered.

Only trucking companies with **MX Operating Authority** and **MC Enterprise Operating Authority** granted by the FMCSA-USDOT are acceptable under this coverage form. This policy is sold by agents in Mexico, exclusively to companies registered in Mexico or the United States of America, with vehicles registered in Mexico. Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

This policy does not provide coverage to accidents that occur in Mexico or Canada.

Throughout this policy, the word "you" and "your" refer to the Named Insured shown in the Declarations or any endorsement and form issued as part of this policy. The words "we", "us" and "our" refers to the Insurance Company.

SECTION I - COVERED AUTOS

A. DESCRIPTION OF COVERED AUTO

This is a scheduled auto policy. Only those **autos** described under **ITEM TWO** of the Declarations, or on any endorsement of insurance issued as part of this policy for which a premium charge is shown and any **trailers** declared under **ITEM TWO** while attached to the insured **auto** are covered **autos**.

SECTION II - LIABILITY COVERAGE

A. COVERAGE

We will pay all sums an **Insured** legally must pay as damages because of **bodily injury** or **property damage** to which this insurance applies, caused by an accident and resulting from the ownership, maintenance or use of a covered **auto**.

We will also pay all sums an "insured legally must pay as a **Pollution and environmental restoration expense** to which this insurance applies, caused by an **accident** and resulting from the ownership, maintenance or use of a covered **auto**. However, we will only pay for the **Pollution and environmental restoration expense** if there is either **bodily injury** or **property damage** to which this insurance applies that is caused by the same **accident**.

We have the right and duty to defend any suit asking for these damages or a **Pollution and environmental restoration expense**. However, we have no duty to defend suits for **bodily Injury** or **property damage**, or a **Pollution and environmental restoration expense** not covered by this insurance. We may investigate a settle any claim or **suit** as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements. We have no duty to defend if we are not notified of a suit by the insured.

1. WHO IS AN INSURED

The following are **Insureds**:

- a. You, your employees and any other person while using with your permission the covered auto scheduled in **ITEM TWO** of the Declarations, except the owner from whom you lease a covered auto.
- b. Anyone liable for the conduct of an **Insured** described above but only to the extent of that liability. However, the owner or anyone else from whom you lease **or borrow** a covered **auto** is an **Insured** only if that **auto** is a **trailer** connected to **the** covered **auto** scheduled under **ITEM TWO**.

However, none of the following is an **insured**:

- a. Any **motor carrier** for hire or his or her agents or **employees**, other than you and your **employees**.
 - i. If the **motor carrier** is subject to motor carrier insurance requirements and meets them by a means other than auto liability insurance.
 - ii. If the **motor carrier** is not insured for hired autos under an auto liability insurance form that insures on a primary basis the owners of the **autos** and their agents and employees while the autos are leased to that **motor carrier** and used in his or hers business.

However, Paragraph (a) above does not apply if you have leased an **auto** to the for-hire **motor carrier** under a written lease agreement in which you have held that **motor carrier** harmless.

- b. Any rail, water or air carrier or its employees or agents other than you and your employees, for a trailer if bodily injury or property damage or a **Pollution and environmental restoration expense** occurs while the trailer is detached from a covered auto you are using and:
 - i. Is being transported by the carrier; or
 - ii. Is being loaded on or unloaded from any unite of transportation by the carrier.

2. COVERAGE EXTENSIONS

- a. Supplementary Payments. In addition to the Limit of Insurance, **we** will pay tor the **Insured**:
 - (1) All expenses we incur.
 - (2) Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an **accident** we cover. We do not have to furnish these bonds.

- (3) The cost of bonds to **release** attachments in any **suit we** defend, but only for bond amounts within our Limit of Insurance,
- (4) All reasonable expenses incurred by the **Insured** at our request, other than loss of earnings. For Loss of earnings up to \$50 a day because of attendance to hearings or trials.
- (5) All costs taxed against the **Insured** in any **suit we** defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in *any* **suit we** defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Other State Coverage Extensions.

While a covered **auto** is in use in any state of the United States we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limit or limits specified by a compulsory or financial responsibility law in the jurisdiction where the covered **auto** is being used.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered **auto** is being used. We will not pay anyone more than once for the same elements of **loss** because of these extensions.

B. EXCLUSIONS

This insurance does not apply to any of the following:

1. EXPECTED OR INTENDED INJURY

Bodily Injury or **property damage** expected or intended from the standpoint of the **Insured**.

2. Liability assumed under any contract *or* agreement.

3. WORKERS COMPENSATION

Any obligation for which the **Insured** or the **Insured's** insurer may be held liable under any worker's compensation, disability benefits or unemployment compensation law or any similar law.

4. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY

Bodily Injury to:

- a. An employee of the **Insured** arising out of and in the course of employment by the **Insured**; or
- b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above.
- c. To any independent contractor and/or driver/operator of a covered **auto**.

This exclusion applies:

- (1) Whether the **Insured** may be liable **as** an employer or in any other capacity; and

- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury; and
 - (3) Any employee performing the duties related to the insured's business.
5. FELLOW EMPLOYEE
Bodily Injury to any fellow employee of the **Insured** arising out of and in the course of the fellow employee's employment.
6. CARE, CUSTODY OR CONTROL
Property damage to or **Pollution and Environmental Restoration Expense** involving property owned, or transported by the **Insured** or in the **Insured's** care, custody or control.
7. Accidents that occur in Mexico or Canada.
8. HANDLING OF PROPERTY
Bodily Injury or **property damage** resulting from the:
- a. Handling of property before it is moved from the place where it is accepted by the **Insured** for movement into or onto the covered **auto**; or
 - b. Handling of property after it is moved from the covered **auto** to the place where it is finally delivered by the **Insured**.
 - c. Delivery of any liquid into the wrong receptacle or to the wrong address, or from the delivery of one liquid for another, if the "bodily injury" or "property damage" occurs after delivery has been completed. Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.
9. MOVEMENT OF PROPERTY BY MECHANICAL DEVICE
Bodily Injury or **property damage** resulting from the movement of property by a mechanical device, even if attached to the insured **auto**.
10. TYPE OF USE
Bodily Injury or **Property Damage** to any person for liability arising out of the ownership or operation of a vehicle while it is:
- a. Being used to carry persons for a fee; or
 - b. Being used against the law, or while committing a felony or crime; or
 - c. Rented, leased, sold or under a conditional sales agreement to another; or
 - d. Vehicles hauling any kind of hazardous cargo; or
 - e. Towing any other auto for any reason, if such towed auto is a motor vehicle designed for travel on public roads, capable of operating independently under its own power by an internal engine.
 - f. Not transporting international cargo that originates in or is destined for Mexico.
 - g. Considered an **Oversized vehicle**.
 - h. Car Haulers. Vehicles used for the transport of automotive vehicles from one location to another on a specialized trailer.

11. OCCUPATION

Bodily Injury or Property Damage to any person while employed or otherwise engaged in the business or occupation of: selling; repairing; servicing; storing; or parking vehicles designed for use mainly on public highways. This includes road testing and delivery. This exclusion (11) does not apply to the ownership, maintenance or use of your covered **auto** by:

- a. **You;**
- b. Any family member; or
- c. Any partner, agent or employee of **you**.

12. To any person for the use of a vehicle without a reasonable belief that that person is entitled to do so except for you or any family member while using your covered **auto**.

13. NUCLEAR ENERGY

Bodily injury or property damage arising from, aggravated by, or as a consequence of the hazardous properties of nuclear material, whether any other cause or causes acted jointly, concurrently or in any sequence to result in such bodily injury, property damage or personal injury and without regard to whether any other such cause or causes of the bodily injury, property damage or personal injury would be covered under this policy.

The following definitions apply only to this exclusion:

- (1) "Hazardous properties" include radioactive, toxic or explosive properties.
- (2) "Nuclear material " means source material, special nuclear material or by-product material.
- (3) "Source material," "special nuclear material", and "by-product material" have the meanings given them In the Atomic Energy Act of 1954 or in any law amendatory thereof.

For purposes of this exclusion, property damage includes all forms of radioactive contamination of property. This exclusion includes any injury or damage caused or alleged to have been caused by the removal, eradication, detoxification, remediation or decontamination of nuclear material or property containing nuclear material, and further includes any liability, cost or expense to remediate or prevent bodily injury, property damage or personal injury from nuclear material.

14. Coverage to the insured **auto** if during the policy term you have purchased other liability insurance for it.

15. POLLUTION

a. **Bodily Injury or property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**;

(1) That are, or that are contained in any property that is:

(a) Being transported or towed by, or handled for movement into, onto or from, the covered **auto**;

(b) Otherwise in the course of transit by or on behalf of the **Insured**; or

(c) Being stored, disposed of, treated or processed in or upon the covered **auto**;

(2) Before the **pollutants** or any property in which the pollutants are contained are moved from the place where they are accepted by the **Insured** for movement into or onto the covered **auto**; or

- (3) After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the **Insured**.

Paragraph a.(1) (c) does not apply to fuels, lubricants, fluids, exhaust gases or other similar pollutants that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts, if:

1. the **pollutants** escape or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**; and
2. the bodily injury, property damage or **Pollution and Environmental Restoration Expense** does not arise out of the operation of any equipment listed 6.b. and 6.c. of the definition of **mobile equipment**.

Paragraph a.(2) and a.(3) of this exclusion do not apply if

1. The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto**; and
2. The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such an upset, overturn or damage due to an **auto** accident.

- b. Any loss, cost or expense arising out of any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants which you haul as cargo are not covered under this Policy.

16. **Bodily injury** or **property damage** caused by an auto driven in or preparing for any, racing, speed or demolition contest or stunting activity of any nature, whether or not prearranged or organized.

17. **Bodily injury** or **property damage** for the ownership, maintenance or use of
- a. any motorized vehicle having fewer than four wheels; or
 - b. any motorized vehicle while used in any illegal transportation or trade.

18. WAR

Bodily Injury or **property damage** directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

19. FAMILY MEMBERS

Bodily Injury to you or any **family member**.

20. Any **auto** not scheduled on the Declarations.

21. Any **auto** registered or principally **garaged** in the United States of America or Canada.

22. Operation of **Mobile equipment** attached or detached from the covered **auto**.

23. **TERRORISM / Acts of Terrorism.** This policy provides no coverage for losses directly resulting from any “act of terrorism” as defined in TRIA.

24. **Bodily Injury or Property damage** due to **ABUSE OR MOLESTATION.**

- a. The actual or threatened abuse or molestation by anyone or any person while in the care, custody or control of any insured, or
- b. The negligent:
 1. Employment;
 2. Investigation;
 3. Supervision;
 4. Reporting to the proper authorities, or failure to so report; or
 5. Retention;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph a. above.

For the purpose of this exclusion, abuse means an act which is committed with the intent to cause harm.

25. **OCCUPANT HAZARD** exclusion. This insurance does not apply to **bodily injury** to any person while occupying a covered **auto**. Occupying means in, upon, getting in, on, out, or off. If we are required by law to pay for such loss, you will reimburse us for any and all loss, costs, and expenses paid or incurred by us.

26. **PUNITIVE DAMAGES.** This policy does not cover fines, penalties, damages multiplied by operation of law, or punitive or exemplary damages. This exclusion applies regardless of whether the damages are based upon the insured's conduct or the conduct of some other party for whom the insured may be legally responsible. If the exclusion of punitive or exemplary damages is not permitted by the law of the state in which a claim for punitive or exemplary damages is brought, then this exclusion shall limit those damages to the extent permitted by law. In no event shall the total of compensatory and punitive or exemplary damages be payable in excess of the limit of insurance provided herein.

27. **MISDELIVERY OF LIQUID PRODUCTS**

Bodily injury, property damage, personal injury or advertising injury arising directly or indirectly out of the delivery of any liquid into the wrong receptacle or to the wrong address, or from the delivery of one liquid for another, if the bodily injury, property damage, personal injury or advertising injury occurs after delivery has been completed. Delivery will be considered completed even if further service or maintenance work or correction, repair or replacement is required because of wrong delivery.

28. **RADIUS OF OPERATION**

We will not pay for any Bodily Injury or Property Damage to any person for liability arising out of the ownership or operation of a vehicle for any claim arising from an “accident” or “loss” which:

- a. Occurs beyond the Radius of Operation shown on the Declarations page of this policy, listed individually and independently for each scheduled Auto; or

- b. Any vehicle entering the United States from Mexico from a port of entry not disclosed and identified in connection with the particular covered auto at issue of the policy and appearing on the declaration page for that vehicle.

29. SCOPE OF EMPLOYMENT OR OUTSIDE THE BUSINESS OF THE INSURED

Bodily Injury or property damage that does not arise out of the Insured's operations or the actions of an employee acting in the course and scope of his or her employment with the Insured. Without limitation, no coverage is provided for accidents involving the operation of a vehicle by or for another motor carrier or company, whether or not that motor carrier or company is related to or affiliated with the Insured.

C. LIMIT OF INSURANCE

Regardless of the number of covered **autos, Insureds**, premiums paid, claims made or vehicles Involved in the **accident**, the most we will pay for all damages and **Pollution and Environmental Restoration Expense** resulting from any one **accident** Is the Limit of Insurance for Liability Coverage shown in the Declarations.

All **bodily injury, property damage** and **Pollution and Environmental Restoration Expense** resulting from Continuous or repeated exposure to substantially the same conditions will be considered as resulting from one **accident**.

The insured **auto** and any attached trailer are considered as one vehicle and applicable Limit of Liability will not be increased for any accident involving an **auto** with an attached trailer.

SECTION III- MEDICAL PAYMENTS COVERAGE

A. COVERAGE

We will pay reasonable expenses incurred for necessary medical and funeral services because of bodily injury:

- a. Caused by accident; and
- b. Sustained by a person only while occupying the covered auto.

We will pay only those expenses incurred within three years from the date of the accident.

B. EXCLUSIONS

We do not provide Medical Payments Coverage for any person for bodily injury:

1. Sustained while occupying any motorized vehicle having less than four wheels or an all-terrain vehicle.
2. Sustained while occupying your covered **auto** when it is:
 - a. Being used to carry persons for a fee; or
 - b. Being used against the law, or while committing a felony or crime; or
 - c. Rented or leased to another.
3. Occurring during the course of employment other than domestic if workers' compensation benefits are required or available for the bodily injury.
4. Sustained while occupying a covered **auto** without a reasonable belief that that person is entitled to do so.

5. Caused by or as a consequence of:
 - a. Discharge of a nuclear weapon (even if accidental);
 - b. War (declared or undeclared);
 - c. Terrorism / Acts of Terrorism;
 - d. Civil war;
 - e. Insurrection; or
 - f. Rebellion or revolution.
6. From or as a consequence of the following whether controlled or uncontrolled or however caused:
 - a. Nuclear reaction;
 - b. Radiation; or
 - c. Radioactive contamination.

C. LIMIT OF INSURANCE

1. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
 - a. Covered persons;
 - b. Claims made;
 - c. Vehicles or premiums shown in the Declarations; or
 - d. Vehicles involved in the accident.
2. Any amounts otherwise payable for expenses under this coverage shall be reduced by any amounts paid or payable for the same expense under any Auto Liability or Uninsured/Underinsured Motorists Coverage provided by this policy.
3. No payment will be made unless the injured person or that person's legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that person receives under any Auto Liability or Uninsured/Underinsured Motorists Coverage provided by this policy.

D. OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

E. ASSIGNMENT OF BENEFITS

Payments for medical expenses will be paid directly to a physician or other health care provider if we receive a written assignment signed by the covered person to whom such benefits are payable.

F. DEFINITIONS

The definitions contained in the Definitions Section of the policy apply to Section III-A. The following special definition applies:



1. Covered person as used in this section means:
 - a. You or any employee while occupying your covered **auto**; or
 - b. Any other person while occupying your covered **auto**.

SECTION IV- PERSONAL INJURY PROTECTION COVERAGE

This policy and endorsements do not provide coverage for PIP.

SECTION V- UNINSURED / UNDERINSURED COVERAGE

This policy and endorsements do not provide coverage for UM/UIM.

SECTION VI- TRAILER INTERCHANGE

A. COVERAGE

1. We will pay all sums you legally must pay as damages because of loss to a trailer in your possession under a written trailer or equipment interchange agreement between you and the trailer or equipment owner. Only those trailers you do not own while in your possession under a written trailer or equipment interchange agreement between you and the trailer or equipment owner in which you assume liability for loss to the trailers while in your possession.
 - a. Comprehensive Coverage. From any cause except:
 - (1) The trailer's collision with another object; or
 - (2) The trailer's overturn.
 - b. Specified Causes of Loss Coverage. Caused by:
 - (1) Fire, lightning or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism; or
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the trailer.
 - c. Collision Coverage. Caused by:
 - (1) The trailer's collision with another object; or
 - (2) The trailer's overturn.
2. We have the right and duty to defend any suit asking for these damages. However, we have no duty to defend suits for loss not covered by this Coverage Form. We may investigate and settle any claim or suit as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.
3. COVERAGE EXTENSIONS
Supplementary Payments. In addition to the Limit of Insurance, we will pay for you:
 - a. All expenses we incur.
 - b. The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance.
 - c. All reasonable expenses incurred at our request, including actual loss of earnings up to \$100 a day because of time off from work.
 - d. All costs taxed against the Insured in any suit we defend.

- e. All interest on the full amount of any judgment that accrues after entry of the judgment; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

B. EXCLUSIONS

1. We will not pay for loss caused by or resulting from any of the following. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Nuclear Hazard.

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War or Military Action.

Any loss directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

c. Loss due to or as a consequence of a seizure of a covered trailer by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substance Act if you are convicted in such case.

d. Terrorism / Acts of terrorism.

We will not pay for loss caused by or resulting from, directly or indirectly, by terrorism, including action in hindering or defending against an actual or expected incident of terrorism. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

e. We will not pay for "loss" caused by theft, conversion, embezzlement or secretion by any person who has lawful possession of a covered "trailer".

f. We will not pay for "loss" due to theft of a covered "trailer" prior to its delivery to an "insured" under this policy.

2. We will not pay for loss of use.

3. TYPE OF USE

Loss caused by or resulting from operation of a vehicle while:

- a. Being used to carry persons for a fee; or
- b. Being used against the law, or while committing a felony or crime; or
- c. Not transporting international cargo that originates in or is destined for Mexico.
- d. Considered an **Oversized vehicle**.

4. Other Exclusions.

We will not pay for loss caused by or resulting from any of the following unless caused by other loss that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

C. LIMIT OF INSURANCE AND DEDUCTIBLE

The most we will pay for loss to any one trailer is the least of the following amounts minus any applicable deductible shown in the Declarations:

1. The actual cash value of the damaged or stolen property at the time of the loss.
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
3. The Limit of Insurance shown in the Declarations.

SECTION VII- PHYSICAL DAMAGE COVERAGE

A. COVERAGE

1. We will pay for loss to a covered auto or its equipment under:

a. Comprehensive Coverage. From any cause except:

- (1) The covered auto's collision with another object; or
- (2) The covered auto's overturn.

b. Specified Causes of Loss Coverage. Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered auto.

c. Collision Coverage. Caused by:

- (1) The covered auto's collision with another object; or
- (2) The covered auto's overturn.

2. Towing - Commercial Autos.

We will pay up to the sub-limits shown below for each towing and storage, and labor costs incurred as a result of an accident to which this insurance applies involving a covered auto other than a "private passenger type". However, we will only pay for towing by a qualified towing service for the cost to the nearest repair facility capable of making the necessary repairs, unless we agree with you in advance to tow to another repair facility. Additionally, we will only pay for labor performed at the place of disablement and for storage required to complete the necessary repairs.

a. Towing: \$5,000 any one unit per occurrence. The most we will pay in any one policy year for Towing Coverage after all losses is \$10,000.

b. Storage: A total of \$75 dollars per day with a maximum of 10 days from the initial storage date sublimit applies. Coverage will only apply when towing of insured vehicle occurs. The most we will pay in any one policy year for storage after all losses is \$1,500 dollars.

3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles.

We will pay for glass breakage, loss caused by hitting a bird or animal or by falling objects or missiles under comprehensive Coverage if you carry Comprehensive Coverage for the damaged covered auto. However, you have the option of having glass breakage, caused by a

covered auto's collision or overturn or if loss is caused by contact with a bird or animal, considered a loss caused by collision.

B. EXCLUSIONS

1. We will not pay for loss caused by or resulting from any of the following. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Nuclear Hazard.

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War or Military Action.

Any loss directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

c. Terrorism / Acts of terrorism.

We will not pay for loss caused by or resulting from, directly or indirectly, by terrorism, including action in hindering or defending against an actual or expected incident of terrorism. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

d. We will not pay for loss due to or as a consequence of a seizure of a covered auto by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act of the federal Controlled Substances Act if you are convicted in such case.

e. We will not pay for "loss" caused by theft, conversion, embezzlement or secretion by any person who has lawful possession of a covered "trailer".

f. We will not pay for "loss" due to theft of a covered "trailer" prior to its delivery to an "insured" under this policy.

g. We will not pay for "loss" to "personal effects" of any kind including but not limited to:

- (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
- (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
- (3) Paintings, statuary and other works of art.
- (4) Contraband, illegal property or property in the course of illegal transportation or trade.
- (5) Animals, birds or fish.
- (6) Motorized vehicles.
- (7) "Loss" caused by theft, unless there are visible signs or marks of forcible entry into the covered "auto".
- (8) "Loss" caused by mysterious disappearance of "personal effects", including but not limited to, collusion, conversion, embezzlement, secretion or any other form of intentional loss to the property.

2. We will not pay for loss to any of the following:
 - a. Any covered auto while in anyone else's possession under a written trailer interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.
 - b. Stereos, radios, tape decks or other sound reproducing equipment unless permanently installed in a covered auto.
 - c. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
 - d. Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the auto manufacturer for the installation of a radio.
 - e. Loss to any custom furnishings or equipment in or upon any pickup, van or motorhome.
Custom furnishings or equipment include but are not limited to:
 - (I) special carpeting and insulation, furniture, bars or television receivers;
 - (II) facilities for cooking and sleeping;
 - (III) height-extending roofs; or
 - (IV) custom murals, paintings or other decals or graphics.This exclusion does not apply if the value of the custom furnishings or equipment has been reported to us prior to a loss and included in the premium for this coverage.
 - f. When in or upon any motorhome or trailer, loss to:
 - (I) TV antennas;
 - (II) awnings or cabanas; or
 - (III) equipment designed to create additional living facilities.
 - g. Loss to any device or instrument used for detection of radar or other speed measuring equipment.
 - h. Loss due to or as a consequence of a seizure of a covered auto by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.
3. Type of Use. Loss caused by or resulting from operation of a vehicle while:
 - a. Being used to carry persons for a fee; or
 - b. Being used against the law, or while committing a felony or crime; or
 - c. Not transporting international cargo that originates in or is destined for Mexico.
 - d. Considered an **Oversized vehicle**.
 - e.
4. Other Exclusions. We will not pay for loss caused by or resulting from any of the following unless caused by other loss that is covered by this insurance:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.
 - c. Diminution in value.

C. LIMITS OF INSURANCE

The most we will pay for loss in any one accident is the smallest of the following amounts:

1. The amount stated in the declarations of the policy.
2. The actual cash value of the damaged or stolen property at the time of loss; or
3. The cost of repairing or replacing the damaged or stolen property with other of like kind and quality. However, the most we will pay for stereos, radios, tape decks or other sound reproducing equipment (excluding citizens band radio, two-way mobile radio or telephone or scanning monitor receiver) is \$1,000.

D. DEDUCTIBLE

1. For each covered auto, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations.
2. At the mutual agreement of you and us, we will not apply the deductible to loss to glass, if the glass is repaired rather than replaced.
3. The applicable Deductible for any collision or overturn loss which occurs during loading, unloading, or dumping operations shall be two times the amount shown in the Policy Declarations for collision (including overturn).

SECTION VIII - CONDITIONS

The following conditions apply to this insurance:

A. LOSS CONDITIONS

While a covered **auto** is in use in any state of the United States we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limit or limits specified by a compulsory or financial responsibility law in the jurisdiction where the covered **auto** is being used.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered **auto** is being used. We will not pay anyone more than once for the same elements of **loss** because of these extensions.

1. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

- a. In the event of **accident**, claim, **suit** or **loss**, you must give us or our authorized representative prompt notice of the **accident** or **loss**. Such notice must include:
 - (1) How, when and where the **accident** or **loss** occurred;
 - (2) The **Insured's** name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved **Insured** must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the **Insured's** own cost.
 - (2) Immediately send us copies of any demand, notice, summons or legal paper received concerning the claim or **suit**.
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or **suit**.

- (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as **we** reasonably require.
 - c. Within 15 days after we receive your written notice of claim, we must:
 - (1) acknowledge receipt of the claim. If our acknowledgment of the claim is not in writing, we will keep a record of the date, method and content of our acknowledgment.
 - (2) begin any investigation of the claim.
 - (3) specify the information you must provide in accordance with paragraph b. above. We may request more information, if during the investigation of the claim such additional information is necessary.
 - d. After we receive the information we request, we must notify you in writing whether the claim will be paid or has been denied or whether more information is needed:
 - (1) within 15 business days; or
 - (2) within 30 days if we have reason to believe the loss resulted from arson.
 - e. if we do not approve payment of your claim or require more time for processing your claim, we must:
 - (1) give the reasons for denying your claim, or
 - (2) give the reasons we require more time to process your claim. But, we must either approve or deny your claim within 45 days after our requesting more time.
 - f. In the event of a weather-related catastrophe or major natural disaster, as defined by the Texas Department of Insurance, the claim-handling deadlines as stated above are extended for an additional 15 days.
 - g. Loss Payment
 - (1) If we notify you that we will pay your claim, or part of your claim, we must pay within 5 **business days** after we notify you.
 - (2) If payment of your claim or part of your claim requires the performance of an act by you, we must pay within 5 **business days** after the date you perform the act.
 - h. Notice of Settlement of Liability Claim
 - (1) We will notify you in writing of any initial offer to compromise or settle a claim against you under the liability section of this policy. We will give you notice within 10 days after the date the offer is made.
 - (2) We will notify you in writing of any settlement of a claim against you under the liability section of this policy. We will give you notice within 30 days after the date of the settlement.
2. LEGAL ACTION AGAINST US
- No one may bring a legal action against us under this insurance until:
- a. There has been full compliance with all the terms of this insurance; and
 - b. Under Liability Coverage, we agree in writing that the **Insured** has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial.
- No one has the right under this policy to bring us into an action to determine the **insured's** liability.
3. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
- If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us. That person or

organization must do everything necessary to secure our rights and must do nothing after **accident** or **loss** to impair them.

B. GENERAL CONDITIONS

1. BANKRUPTCY

Bankruptcy or insolvency of the **Insured** or the **insured's** estate will not relieve us of any obligations under this insurance.

2. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Insurance is void in any case of fraud by you relating to it. It is also void If you intentionally conceal or misrepresent a material fact concerning:

- a. This Insurance;
- b. The covered **auto**; or
- c. Your interest in the covered **auto**.

We may deny coverage for any accident or loss if you or an insured person knowingly concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct in connection with the presentation or settlement of a claim.

3. OTHER INSURANCE

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

4. POLICY PERIOD, COVERAGE TERRITORY

Under this Insurance, we cover **accidents** and **losses** occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the **radius of operation** listed in the declarations page for each specific insured vehicle; and
- c. Within the coverage territory. The coverage territory is The United States of America. No coverage is provided for accidents occurring in Mexico or Canada.

5. TWO OR MORE POLICIES ISSUED BY US

If this insurance and any other insurance or policy issued to you or any of your affiliated companies is underwritten, produced, administered, reinsured or managed by us or any of our affiliated companies apply to the same **accident**. The aggregate maximum Limit of Insurance under all the policies shall not exceed the highest applicable Limit of Insurance under any one policy. This condition does not apply to any policy Issued by us or an affiliated company specifically to apply as excess Insurance over this.

6. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be assigned without our written consent. However, if an **Insured** shown in the Declarations dies, coverage will be provided for:

- a. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if an **Insured** shown in the Declarations; or
- b. The legal representative of the deceased person as if an **Insured** shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use your covered **auto**.

Coverage will be provided until the end of the policy period.

7. CANCELLATION

- a. This policy may not be canceled when written for a period of less than 30 days.
- b. This policy may be canceled when written for a period of 30 days or more as follows:
 - (1) The **Insured** shown in the Declarations may cancel by:
 - (a) returning this policy to us; or
 - (b) giving us advance written notice of the date cancellation is to take effect.
 - (2) We may cancel by mailing at least 10 days' notice to the **Insured** shown in the Declarations at the address shown in this policy.
- c. We may email any notice instead of mailing it. Proof of email of any **notice** shall be sufficient proof of notice.
- d. If this policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund promptly, the premium refund, if any, will be computed based on the following:
 - (1) If the named insured cancels, earned premium shall be computed in accordance with the Company's customary short rate table and procedure.
 - (2) If the company cancels, earned premium shall be computed pro rata.However, making or offering to make the refund is not a condition of cancellation.
- e. The effective date of cancellation stated in the notice shall become the end of the policy period.
- f. Any cancellation or restriction of coverage made without your consent will be of no effect, except as:
 - (1) provided for in this Cancellation provision; or
 - (2) required by the Texas Department of Insurance.
- g. We may not cancel a policy based solely on the fact that you are an elected official.

8. CHANGES

This policy and endorsements contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement Issued by us. If a change requires a premium adjustment, we will adjust the premium as of the effective date of change.

To properly insure your covered vehicle, you must promptly notify us when:

1. Your address or phone number changes.
2. Your covered vehicle is primarily garaged at an address other than the address shown on the Declarations.
3. You make physical or mechanical modification to a covered vehicle.
4. You acquire a replacement vehicle.

SECTION IX- DEFINITIONS

- A. **Accident** includes continuous or repeated exposure to the same conditions resulting in **bodily injury** or **property damage**.
- B. **Auto** means a land motor vehicle, designed for travel on public roads but does not include **mobile equipment**.
- C. **Bodily injury** means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. **Business day** means a day other than a Saturday, Sunday or holiday recognized by the State of Texas.
- E. **Family member** means a person related to you by blood, marriage or adoption who is a resident of your household. This Includes a ward or foster child.
- F. **Garaged** means that place where your vehicle is typically housed or kept while it is not being operated.
- G. **Insured** means any person or organization qualifying as an Insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or suit brought.
- H. **Loss** means direct and accidental **loss** or damage.
- I. **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 5. Vehicles not described in paragraphs 1, 2, 3, or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration. lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
 6. Vehicles not described in paragraphs 1, 2, 3, or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:
 - a. Equipment designed primarily for:
 - i. Snow removal;
 - ii. Road maintenance, but not construction or resurfacing; or
 - iii. Street cleaning;

- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers: and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- J. **Operating Authority** as granted and described by the FMCSA-USDOT:
- a. **MX Operating Authority** - Certification granted by the United States Department of Transportation (USDOT) to trucking companies domiciled in Mexico, which vehicles are registered in Mexico, that are allowed to enter United States territory with certain limitations.
 - b. **MC Enterprise Operating Authority** - Certification granted to a trucking company that transports international cargo, and is headquartered in the United States, but is owned or controlled (greater than 55%) by a Mexican citizen. International cargo must originate in or be destined for Mexico.
- K. **Oversized vehicle.** Vehicle and load with a total size exceeding the following limits:
- a. Width: 8'6" as measured from the outside points of the widest extremities, excluding safety devices.
 - b. Height: 14" as measured from the roadbed to the highest point of the load or vehicle, whichever is higher.
 - c. Length: 65' as measured from the foremost point of the vehicle or load, whichever extends further, to the rearmost point of the vehicle or load, whichever extends further.
- L. **Personal effects** mean personal property owned by the "insured".
- M. **Property damage** means physical damage to or destruction of or **loss** of use of tangible property.
- N. **Suit** means a civil proceeding in which damages because of **bodily Injury, property damages** or **Pollution and Environmental Restoration Expense** to which this insurance applies are alleged. **Suit** includes:
- a. an arbitration proceeding alleging such damages or **Pollution and Environmental Restoration Expenses** to which you must submit or submit with our consent.
 - b. Any other alternative dispute resolution proceeding in which such damages or **Pollution and Environmental Restoration Expense** are claimed and to which the **insured** submits with our consent.
- O. **Pollutants** means any liquid, gaseous, and/or solid or thermal contaminant or irritant, including soot, smoke, vapor, fumes, alkalis, chemicals, acids and/or waste. Waste includes materials to be reclaimed, reconditioned or recycled and includes materials from industrial plants or facilities which are being transported for disposal. The term pollutant includes any hydrocarbons including gasoline, oil, unrefined oil or any waste products there from."
- P. **Radius of Operation** means the distance shown on the Commercial Vehicle Insurance Declarations Page of each covered "auto", measured in road miles from:
- a. If your trip started in Mexico, the port of entry used to enter the United States but only when such port of entry is disclosed and identified in connection with the particular covered auto at issue and appears on the declaration page for that vehicle.
 - b. If your trip did not start in Mexico, the garaging location declared on the policy application for such covered auto at issue.

To the location of the accident the United States.

Q. Pollution and Environmental Restoration Expense means:

Any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
2. Any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

Pollution and Environmental Restoration Expense does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(A) That are, or that are contained in any property that is:

- (1) Being transported or towed by, or handled for movement into, onto or from, the covered **auto**;
- (2) Otherwise in the course of transit by or on behalf of the **Insured**; or
- (3) Being stored, disposed of, treated or processed in or upon the covered **auto**;

(B) Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the **Insured** for movement into or onto the covered **auto**; or

(C) After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the **Insured**.

Paragraph (A) does not apply to fuels, lubricants, fluids, exhaust gases or other similar pollutants that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts, if:

1. the **pollutants** escape or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**; and
2. the bodily injury, property damage or **Pollution and Environmental Restoration Expense** does not arise out of the operation of any equipment listed 6.b. and 6.c. of the definition of **mobile equipment**.

Paragraph (B) and (C) of this exclusion do not apply if

1. The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto**; and
2. The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such an upset, overturn or damage due to an **auto** accident.

R. Trailer includes semitrailer, designed to travel on public roads.

S. Terrorism / Act of Terrorism means: Section 102(1) defines an act of terrorism for purposes of the Act. Section 102(1)(A) states, "The term "act of terrorism" means any 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-(i) to be an act of terrorism; (ii) to be a violent act or an act that is dangerous to-(I) human life; (II) property; or (III) infrastructure; (iii) to have resulted in damage within the United States, or outside of the United States in the case of-(I) an air carrier or vessel described in paragraph (5)(B); or (II) the premises of a United States mission; and (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, 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." Section 102(1)(B) states, "No act shall be certified by the Secretary as an act of terrorism if-(i) the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or (ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000." Section 102(1)(C) and (D) specify that the determinations are final and not subject to judicial review and that the Secretary of the Treasury cannot delegate the determination to anyone.

T. **Motor carrier** means a person or organization providing transportation by auto in the furtherance of a commercial enterprise.

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IN WITNESS WHEREOF, the company has caused this policy to be executed and attested by its President and Secretary and this policy shall not be valid unless countersigned by an authorized representative of the company.

[Signature of the Company President]

President

[Signature of the Company Secretary]

Secretary