INSURING AGREEMENT

In consideration of the premium paid hereon and the particulars and statements contained in the written Proposal, a copy of which attaches hereto, which particulars and statements are warranted by the Insured to be true and are agreed to be incorporated herein, the Underwriters hereby agree to indemnify the Insured, named in the schedule, for ALL RISKS OF PHYSICAL LOSS OR DAMAGE FROM AN EXTERNAL CAUSE to lawful cargo in and/or on a truck whilst in the Insured's care, custody or control in the ordinary course of transit, including loading and unloading, within the contiguous states of USA, the District of Columbia and Canada. THIS INSURANCE BEING SUBJECT TO ALL THE PROVISIONS, EXCLUSIONS, DEFINITIONS, TERMS AND CONDITIONS CONTAINED IN THE FOLLOWING WORDING.

LIMIT OF LIABILITY

The liability of the Underwriters for claims arising out of loss or damage to cargo carried in or on any one truck as defined herein shall in no event exceed the sum set against item A on the schedule page forming page 1 of this form less the amount of the applicable deductible contained in this policy, but in any event for claims arising out of any one occurrence Underwriters shall not be liable for more than the sum set against item B on the schedule page forming page 1 of this form, less the amount of the applicable deductible contained in this policy. IT IS A CONDITION OF THIS POLICY THAT THE INSURED WILL NOT CARRY INSURANCE OVER AND ABOVE THE LIMITS PROVIDED IN THIS POLICY.

DEDUCTIBLE

In consideration of the reduced premium charged, all claims for loss or damage arising out of each and every accident or event shall be adjusted separately, and from the amount of the loss arising out of each and every accident or event when determined, the sum set against item C in the schedule page forming page 1 of this form shall be deducted, such amount to be uninsured and at the Insured's own risk.

EXCLUSIONS

This insurance does not insure the liability of the Insured for: -

a) i) Loss or damage to accounts, bills, debts, evidence of debt, letters of credit, passports, documents, railroad or other tickets, notes, money, securities, currency, bullion, precious stones, jewelry and/or other similar valuable articles, paintings, statuary and other works of art, manuscripts, mechanical drawings, live animals, tobacco, cigars, cigarettes, non-ferrous metal in scrap and/or ingot form, furs, garments*, electronics*, alcohol, beer, wine, containerized freight, seafood unless canned. (*as defined on page 6),

ii) Loss or damage to Household goods and/or personal effects, when forming part of a domestic removal or office relocation.

b) Loss or damage caused by or resulting from mysterious disappearance, the infidelity, dishonesty or criminal act of the Insured, his employees, his agents or others to whom the cargo
may be entrusted including operators under contract to the Insured, whether or not such act or acts occurred during the regular hours of employment.

c) Loss of cargo due to voluntary act of Insured, whether or not resulting from a third party’s use of fraudulent documents, forged freight bills, interchange receipts, release orders, or other unauthorized form or unauthorized use of documents.

d) Loss of market, delay, loss of use, clean up costs or any remote or consequential loss.

e) Loss or damage caused by spoilage, contamination, deterioration, freezing, rusting, electrical and/or mechanical failure, and/or damage to refrigerated and/or temperature controlled cargo

UNLESS CAUSED BY OR RESULTING FROM: -

1) Fire, lightning, or explosion.
2) Accidental collision of the truck with any other vehicle or object.
3) Overturning of the truck.
4) Collapse of bridges or culverts.
5) Flood (meaning rise of streams or navigable waters).
6) Cyclone, tornado, hurricane or windstorm.
7) Theft.
8) Stranding, collision, burning, grounding or sinking of ferry while truck on board

f) Loss or damage caused by strikers, locked-out workmen, persons taking part in labor disturbances, riots or civil commotions.

g) Goods or merchandise which are the property of the Insured.

h) Loss or damage caused by or resulting from:

i) War, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual impending or expected attack by: a) any government or sovereign power (de jure or de facto); b) any authority maintaining or using military, naval or air forces; or c) an agent of any such government, power, authority or forces.

ii) Any weapon of war employing atomic fission or radioactive force whether in time of peace or war.

iii) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by Government authority in hindering, combating, or defending against such occurrence, seizure or destruction under any quarantine or Customs regulations, confiscation by order of any government or public authority, or risks of contraband, illegal transportation or illegal trade.

i) Loss or damage caused by or resulting from nuclear radiation, nuclear reaction or radioactive contamination whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy.
j) Loss or damage caused by or resulting from mildew, moth, vermin, insufficiency of insulation or packing, wear, tear, gradual deterioration, or natural loss in weight or volume. This insurance does not insure the liability of the Insured for cargo damaged while in transit resulting from improper, or inept loading or improper securement.

k) Any losses from unattended trucks while in the ordinary course of transit unless:

a) The truck is garaged in a building or parked in a fully enclosed yard which is securely closed and locked, or the truck is under constant surveillance, or on a guarded lot AND

b) The truck has all the openings closed and securely locked and keys removed, in so far as local regulations permit.

l) Loss or damage to cargo carried without charge by the Insured or as an accommodation on their part.

m) Loss or damage otherwise recoverable hereon unless:

i) the trucks are owned by the Insured, or leased pursuant to a written lease by him for his exclusive use, AND providing the trucks are operated exclusively by his own full time salaried employees who have satisfied the employee references condition (General Condition no 4) below.

or

ii) The trucks are operated by owner operators who are under written lease to the Insured for a period of 30 consecutive days or more

n) Loss or damage reasonably attributable to inherent vice.

o) Loss or damage to cargo not loaded on a truck for which the Insured may be held legally liable.

p) Loss or damage consequent upon or reasonably attributable to the insolvency, bankruptcy, or financial failure of the Insured.

q) Freight charges earned or unearned, other than recoverable under General Condition no. 7 herein.

r) Loss damage or expense of whatever nature which might otherwise be recoverable under this insurance arising out of or in any way connected with, whether directly or indirectly, the use or operation of any computer, computer system, computer software, program or process or any electronic system where any such loss, damage, expense or liability arises, whether directly or indirectly, as a consequence of (i) the date change to the year 2000 or any other date change and/or (ii) any change or modification of or to any such computer, computer system, computer software, program or process or any electronic system in relation to any such date change.
UNLESS such loss damage or expense is caused by or resulting from:

i) Fire, lightning or explosion

ii) Accidental collision of the truck with any other vehicle or object

iii) Overturning of the truck

iv) Stranding, collision, burning, rounding or sinking of ferry while truck on board.

DEFINITIONS

a) The word truck shall mean a self-propelled commercial vehicle designed to carry cargo, which is licensed for use on public roads.

Truck includes trailers and semi-trailers, dollies or auxiliary wheels combined, or any combination of them, or any unidentified trailer, BUT ONLY

i) whilst singularly attached to a covered truck or tractor

OR

ii) whilst temporarily detached for a period not exceeding 72 consecutive hours (Sundays and holidays excluded) from a covered truck or tractor AND whilst garaged in a building or parked in a fully enclosed yard which is securely closed and locked, or the trailer or semi-trailer is under constant surveillance, or on a guarded lot AND the trailer or semi trailer has all the openings closed and securely locked with keys removed.

b) The word accident shall mean:-

An accident or series of accidents arising out of one event or occurrence.

c) The word unattended shall mean:-

A truck that has been left without a responsible person whose duty is to drive, guard, or attend the truck being either on, in, or within ten yards of the truck.

d) The word cargo shall mean:-

All property or equipment not owned, hired or leased by, or loaned to the Insured or by or to the Agents or servants of the Insured.

e) The word garments shall mean:-
All items of clothing including innerwear and outerwear, footwear, shoes, boots, gloves, hats, and the like.

f) The word electronics shall mean:-

All items of consumer and commercial electrical appliances and instruments including but not limited to radios, televisions, computers, computer software, hard drives, chips, microchips, printed circuit boards and their components, modems, monitors, cameras, facsimile machines, photocopiers, VCRs, hi-fis, stereos, CD players and the like. (Heavy electrical items such as switchgear, turbines, generators and the like shall be deemed not to be electronics.)

GENERAL CONDITIONS

1) NOTICE TO UNDERWRITERS - Upon the occurrence of any loss claimed to be covered under this insurance, the Insured, or someone on his behalf, shall give immediate notification as soon as practicable. In any event the Insured shall also give not later than fifteen (15) days after the date the Insured received notification, written notice thereof to the Underwriters. The Insured shall not, except at his own cost, offer or pay any reward for recovery of the goods for which he is liable. In the event of theft, larceny, robbery, pilferage or vandalism the Insured shall additionally give, as soon as is reasonably possible, notice to the police.

2) PROOF OF LOSS - Within sixty (60) days after loss or damage, unless such time is extended in writing by the Underwriters, the Insured shall forward to the Underwriters a proof of loss statement in the form supplied by the Underwriters, signed and sworn to by the Insured, stating the place, time and cause of the loss or damage, the sound value thereof and the amount of loss or damage thereto, all encumbrance thereon and all other insurance, whether valid and/or collectable or not, covering said property. Failure to notify the Underwriters within the time scales above shall invalidate any claim under this policy.

3) EXAMINATION UNDER OATH - The Insured, as often as required, shall submit to examination under oath by any other person designated by the Underwriters and subscribe the same. As often as required, the Insured shall produce for examination all books of accounts, bills, invoices and other vouchers, or certified copies thereof if the originals are lost, at such reasonable place as may be designated by the Underwriters, and shall permit extracts and copies thereof to be made.

4) SPECIAL CONDITION - It is a condition precedent to Underwriters’ liability under this policy that satisfactory references are obtained from reliable sources, checked and records kept in respect of all new employees engaged by the Insured after the inception date of this policy. The Insured shall take all reasonable precautions for the protection and safeguarding of the cargo and use such security devices as may be specified in the proposal form, and all vehicles, trailers, containers and security devices shall be maintained in good order. Such devices shall be used at all times and shall not be varied or withdrawn without written consent by the Underwriters.

5) SUBROGATION - In the event of any payment under this policy, the Underwriters shall be subrogated to all the Insured’s rights of recovery against any person or organization. The
Underwriters shall have the right to bring suit for such recovery, at the Underwriters’ expense, in the name of the Insured for the amount of the Underwriters’ payment or, at the option of the Underwriters bring an action in the name of the Insured to recover the entire loss. Any recovery after deduction of expenses shall be shared by the Underwriters and the Insured in the same proportion as they shall have shared the loss. The Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such subrogation rights, and shall render all reasonable assistance in the prosecution of all actions to recover the loss including, but not limited to attendance of witnesses for discovery and at trial. The Insured shall do nothing after loss to prejudice the Underwriters subrogation rights.

6) **CO-INSURANCE** - Underwriters shall not be liable for a greater proportion of any loss or damage to the total value of all merchandise than the amount of the applicable insurance bears to the total value at the time and place of the loss. This clause shall apply separately to merchandise in transit and at a terminal location.

7) **PROTECTION OF SALVAGE** - In the event of any loss or damage whether insured against hereunder or not, the Insured shall protect the property from other or further loss or damage, and any such other or further loss or damage due directly or indirectly to the Insured’s failure to protect shall not be recoverable hereunder. Any such act of the Insured or the Underwriters in recovering, saving and preserving the property described herein, shall be considered as done for the benefit of all concerned and without prejudice to the rights of any party, and where the loss or damage suffered constitutes a claim hereunder, then all reasonable expenses thus incurred shall also constitute a claim hereunder, provided such expenses and the claim hereunder do not exceed the lesser of the value of the goods or the limit hereunder. However the Underwriters shall not be responsible for the payment of any reward offered for the recovery of the insured property unless authorized by the Underwriters.

8) **OTHER INSURANCE** - If at the time of loss or damage there is available to a named or unnamed Insured or any other interested party any other insurance which would apply in the absence of this policy, the insurance under this policy shall apply only as excess insurance over such other insurance. It is a condition of this policy that the Insured will not carry insurance over and above the limits provided in this policy.

9) **PRIVILEGE TO ADJUST WITH OWNER** - In the event of loss or damage to property of others held by the Insured for which claim is made upon the Underwriters the right to adjust such loss or damage with the owner or owners of the property is reserved to the Underwriters and the receipt of such owner or owners in satisfaction thereof shall be in full satisfaction of any claim of the Insured for which such payment has been made. If legal proceedings be taken to enforce a claim against the Insured as respects any such loss or damage, the Underwriters reserve the right at their option without expense to the Insured, to conduct and control the defense on behalf of and in the name of the Insured. No action of the Underwriters in such regard shall increase the liability of the Underwriters under this policy, nor increase the limits of liability specified in the policy.

10) **IMPAIRMENT OF RECOVERY RIGHTS** - Any act or agreement by the Insured before or after loss or damage whereby any right of the Insured to recover in whole or part for loss or damage to property covered hereunder against any carrier, baillee or other party liable
therefore, is released or lost, shall render this policy null and void but the Underwriters’ right to retain or recover the premium shall not be affected. The Underwriters are not liable for any loss or damage, which, without their written consent, has been settled or compromised by the Insured.

11) **ASSIGNMENT** - This policy shall be void if assigned or transferred without the written consent of the Underwriters.

12) **CONFLICTING STATUTORY PROVISIONS** - If any condition or agreement or any other part of this insurance is at variance with any specific statutory provision in the State or Province having jurisdiction, such specific statutory provision shall be substituted for such condition, agreement or part.

13) **REIMBURSEMENT** - It is understood and agreed that the Insured shall reimburse the Underwriters within ten (10) days from the time the Insured shall be advised thereof, all sums and amounts of money that the Underwriters have paid and which the Underwriters would not have been required to pay except for the attachment to this policy of any Federal, State, Provincial endorsement or any other endorsement or certificate of insurance. It is further understood and agreed that the Underwriters shall have the right to deduct from loss payments due under this policy all sums due to the Underwriters for reimbursement under this provision as well as all sums due from the Insured for any reason including but not limited to premiums and deductibles paid directly by Underwriters.

14) **MISREPRESENTATION AND FRAUD** - This entire Insurance shall be void if the Insured has concealed or misrepresented any material fact or circumstances concerning this insurance or the subject matter thereof, or, in case of any fraud, attempted fraud or false oath by the Insured, touching any matter relating to this Insurance or the subject matter thereof, whether before or after a loss.

15) **AUTHORIZATION OF ENDORSEMENTS** - No endorsement other than Federal or Statutory Endorsements shall form part of the contract unless authorized by the Underwriters and stamped by the Lloyd’s Policy Signing Office.

16) **ABANDONMENT** - The Insured may not abandon goods to the Underwriters.

17) **VALUATION** - The valuation of all goods and merchandise covered by this part shall not exceed the invoice value of that merchandise at the point of shipment on the date of loss, or if there is no invoice, then the valuation shall not exceed the actual cash value of that merchandise.

18) **CANCELLATION:**

**CANCELLATION CLAUSE**

NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by surrendering of this Contract of Insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by
delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than 10 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

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

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

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

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

20/4/61
NMA1331

SHORT RATE CANCELLATION TABLE:

A) For insurances written for one year:

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<td>41 - 43</td>
<td>22</td>
<td>224 - 228</td>
<td>70</td>
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</tbody>
</table>
B) For insurances written for more or less than one year:

1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.

2. If insurance has been in force for more than 12 months;

   a) Determine full annual premium as for an insurance written for a term of one year.

   b) Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.
c) Add premium produced in accordance with items (a) and (b) to obtain earned premium during full period insurance has been in force.

REPORTING CLAUSE -

a) The Insured agrees to keep an accurate record of the gross receipts (either collected or uncollected) from their trucking business during the term of this policy and to report to the Underwriters or their authorized agent, not later than the twentieth (20) day subsequent to the anniversary date of this policy the full amount of such gross receipts (either collected or uncollected) from their trucking business during the preceding annual period, or such time as is within the policy period.

b) For purposes of this insurance the term ‘gross receipts’ wherever used in this policy, shall mean the actual charges for transportation of lawful goods and merchandise from original location to destination plus charges for other services in connection with such transportation less any net payments to connecting carriers, but including any payments to lease carriers, contractors or owner operators.

c) The Insured agrees that any duly authorized representative of the Underwriters shall be permitted to examine the Insured’s books, records and such policies as relate to the Insured’s trucking business at all reasonable times during the life of this policy and for thirty-six (36) months after expiration or termination of this policy. Such examination(s) shall not waive nor in any manner affect any of the terms, conditions or limitations of the policy. The furnishing of any statement of gross receipts by the Insured, or payment of premium and its acceptance by the Underwriters shall not constitute a waiver of the Underwriters’ rights to such examination(s) or rights to any additional premiums, which may have been earned.

CANADA

In any action to enforce the obligations of the Underwriters liable hereunder they can be designated or named as:
‘M.J.OPPENHEIM IN HIS QUALITY AS ATTORNEY IN FACT IN CANADA FOR LLOYD’S UNDERWRITERS’
and such designation shall be binding on the Underwriters liable hereunder as if they had each been individually named as Defendant. Service of such proceedings may validly be made upon M.J. Oppenheim, whose address for such service is 1155 Rue Metcalfe, Suit 1540, Montreal, Quebec, H3B 2V6.

No suit, action or proceeding for the recovery of any claim under this Policy shall be sustainable in any court of law of equity unless the same be commenced within twenty four (24) months next after discovery by the Insured of the occurrence which gives rise to the loss provided however, that if by laws of the State or Province within which this Policy is issued such limitation is invalid, then any such claims shall be void unless such suit or proceeding be commenced within the shortest limit of time permitted by the laws of such State or Province.

OPTIONAL ENDORSEMENTS
1) REFRIGERATION BREAKDOWN ENDORSEMENT

REFRIGERATION BREAKDOWN ENDORSEMENT VERSION 1

In consideration of the premium charged, this policy, irrespective of exclusion e) is extended to cover your legal liability for loss of, or damage to, the Covered Property described in the Motor Truck Cargo Carriers Declarations Motor Truck Cargo Carriers Coverage Schedule, when such loss and or damage is CONCLUSIVELY PROVEN to have been caused by mechanical failure or breakdown of refrigeration units.

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

1) Any loss or damage resulting from your negligence or that of your employees or others contracted to perform work by you or your employees.

2) Failure to maintain adequate fuel supply.

3) Failure to maintain crankcase oil level within the manufacturer's specified limits.

4) Failure to maintain an adequate level of refrigerant per the manufacturer's specifications.

5) Willful destruction of or damage to automatic temperature control units by an employee or others.

6) Improper dressing, packaging, chilling, pre-cooling or freezing;
    Unexplained loss or damage;

7) Improperly set or improperly calibrated thermostat or other temperature control devices including without limitation, air control settings;

8) Failure of the defrost cycle unless directly caused by the breakdown of the single unit control compressor;

9) Wear and tear, depletion, deterioration, corrosion or erosion of material or leakage at any valve, fitting, shaft, seal gland packing, joint or connection; loss or damage caused by improper or insufficient maintenance or by a lack of maintenance, all according to the manufacturer's specifications or recommendations; damage to the chute or air distribution system.

10) Mechanical failure of or breakdown of the automatic temperature control unit to refrigeration machinery in excess of 10 years of age, computed from the model year of the unit.

11) Failure to maintain refrigeration units according to the manufacturer's recommendations including inspection and maintenance every 30 days for each refrigeration unit and each temperature control unit. You must have refrigeration maintenance and inspection records that reflect the make, year, model and serial number of each refrigeration unit and the make, year, model and serial number of each “trailer”, semi-“trailer” or “truck” on which the refrigeration unit is installed.
You must retain all records pertaining to maintenance of refrigeration units and temperature control devices and you must make such records available to us upon request.

12) Failure of any sensor to any refrigeration machinery.

13) Failure due to computer or electronic process malfunction as per exclusion r) in the policy wording.

REFRIGERATION BREAKDOWN ENDORSEMENT VERSION 2

In consideration of the premium charged, this policy, irrespective of exclusion e) is extended to cover your legal liability for loss of, or damage to, the Covered Property described in the Motor Truck Cargo Carriers Declarations Motor Truck Cargo Carriers Coverage Schedule, when such loss and or damage is CONCLUSIVELY PROVEN to have been caused by mechanical failure or breakdown of refrigeration units.

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

1) Any loss or damage resulting from your negligence or that of your employees or others contracted to perform work by you or your employees.

6) Failure to maintain adequate fuel supply.

7) Failure to maintain crankcase oil level within the manufacturer’s specified limits.

8) Failure to maintain an adequate level of refrigerant per the manufacturer’s specifications.

9) Willful destruction of or damage to automatic temperature control units by an employee or others.

6) Improper dressing, packaging, chilling, pre-cooling or freezing;

   Unexplained loss or damage;

7) Improperly set or improperly calibrated thermostat or other temperature control devices including without limitation, air control settings;

8) Failure of the defrost cycle unless directly caused by the breakdown of the single unit control compressor;

9) Wear and tear, depletion, deterioration, corrosion or erosion of material or leakage at any valve, fitting, shaft, seal gland packing, joint or connection; loss or damage caused by improper or insufficient maintenance or by a lack of maintenance, all according to the manufacturer's specifications or recommendations; damage to the chute or air distribution system.

10) Failure to maintain refrigeration units according to the manufacturer's recommendations including inspection and maintenance every 30 days for each refrigeration unit and each temperature control unit. You must have refrigeration maintenance and inspection records that reflect the make, year, model and serial number of each refrigeration unit and the make, year, model and serial number of
each “trailer”, semi-“trailer” or “truck” on which the refrigeration unit is installed. You must retain all records pertaining to maintenance of refrigeration units and temperature control devices and you must make such records available to us upon request.

11) Failure of any sensor to any refrigeration machinery.
12) Failure due to computer or electronic process malfunction as per exclusion r) in the policy wording.

2) RIGGERS ENDORSEMENT

In consideration of the additional premium charged, this policy is extended to cover the legal liability of the Insured for loss or damage to goods or merchandise, the property of others, while in the custody of the Insured and directly resulting from the accidental dropping or slipping of the property from slings, hoists, skids or other tackle or rigging whilst being loaded, unloaded, hoisted or lowered by the Insured, but in no event shall the Underwriters be liable for an amount exceeding the sum set against paragraph 2(a) in the optional endorsements schedule page forming page 2 of this form, in any one accident or loss at any one time.

Warranted competent riggers and adequate transportation and loading and unloading equipment will be used and that weight will not exceed the registered or manufacturer’s guaranteed lifting or weight capacity of any equipment, including ropes, cables, block and tackle.

Each claim for loss of cargo, subject to the provisions of this endorsement, shall be adjusted separately and from the amount of each such adjusted claim, the sum set against paragraph 2(b) in the optional endorsements schedule page forming page 2 of this form, shall be deducted.

All other policy terms and conditions remain unchanged.

3) CONTINGENT TRANSIT ENDORSEMENT (TRUCK BROKERING)

For the purpose of this endorsement the word “subcontractor” shall mean the trucking company, which physically transports the cargo.

In consideration of the additional premium charged it is hereby noted and agreed that irrespective of exclusion (m), this policy is extended to include the Insured’s liability otherwise recoverable hereon, where the Insured is acting as a truck broker, subject to the following conditions:

1) It is a condition precedent to coverage under this policy that the Insured obtains written evidence of each subcontractor’s current motor truck cargo insurance policy, which must include details of the period of validity of the policy, the conditions, exclusions, limits and deductibles contained therein, prior to commencing operations with that subcontractor.

2) It is a condition precedent to coverage under this policy that this written evidence shows that the subcontractor’s insurance is in effect at the time the cargo is transported.
3) It is a condition precedent to coverage under this policy that the conditions of this policy shall not provide broader cover than the conditions of the subcontractor’s motor truck cargo policy.

In consideration for the reduced rate for which this endorsement has been issued, Underwriters shall not be liable for the payment of any claims under this endorsement except:-

a) when the subcontractor is not legally liable for any loss or damage to the cargo,

   OR

b) after the Insured has made all reasonable and proper efforts to collect the amount of the claim from the subcontractor and their Insurers, but has not succeeded due to declination of liability or inability to pay.

Reasonable and proper efforts to collect the amount of the claim shall mean that the Insured shall have complied with the requirements of the Bill of Lading or other contract under which the cargo was shipped, and shall also have complied with all other procedures required for the filing of claims against the subcontractor and their Insurers. In no event shall Underwriters be liable for loss or damage to any cargo until the 90th day subsequent to the date the loss or damage occurred.

All other policy terms and conditions remain unchanged.

4) UNATTENDED TRUCK ENDORSEMENT

In consideration of the additional premium charged, it is hereby noted and agreed that, irrespective of exclusion k, this policy is extended to include losses to cargo directly resulting from forcible and/or violent entry to unattended trucks, subject to such trucks having all their openings closed, securely locked and all keys removed, but the limit of liability under this extension shall be the sum set against paragraph 4 in the optional endorsements schedule page forming page 2 of this form, any one truck.

No coverage is provided hereunder for loss of or damage to cargo in and or on trailers or semi trailers which are detached from power units, unless such trailers or semi trailers are

i) garaged in a building or

ii) parked in a fully enclosed yard which is securely closed and locked, or

iii) under constant surveillance, or

iv) on a guarded lot

AND

the trailer or semi trailer has all the openings closed and securely locked with keys removed and the period that the trailer or semi trailer is detached from the power unit does not exceed 72 consecutive hours (Sundays and holidays excluded) from the time of detachment from the covered truck or tractor. (See definition of truck on page 6 of this form)
All other policy terms and conditions remain unchanged.

5) ENDORSEMENT TO INCLUDE EARNED FREIGHT CHARGES

In consideration of the additional premium charged, this policy is extended to cover loss of earned freight charges incurred by the Insured at the time of a loss recoverable under this policy. This endorsement shall not extend the policy to cover unearned freight charges, or loss of earned freight charges where there is not a loss otherwise recoverable under this policy. All other policy terms and conditions remain unchanged.

6) DEBRIS REMOVAL ENDORSEMENT

In consideration of the additional premium charged, this policy is extended to cover the costs of removal of the debris of the cargo insured hereunder when necessarily incurred by the Insured in connection with a loss otherwise recoverable under this policy. Underwriters liability under this endorsement shall be sub limited to the sum set against paragraph 6 in the optional endorsements schedule page forming page 2 of this form. In any event, the maximum liability of Underwriters under this policy for any one accident shall be the amounts set forward in items A & B of the schedule page-forming page 1 of this form. Nothing contained in this endorsement shall extend coverage hereunder to include environmental clean up costs or similar expenses. All other policy terms and conditions remain unchanged.

7) L.T.L. ENDORSEMENT (OFF TRUCK COVER)

(Less than Trailer Load)
In consideration of the additional premium charged, this policy is extended to cover the liability of the Insured for cargo otherwise covered hereunder whilst unloaded and held pending transfer at the terminals as named against paragraph 7 in the optional endorsements schedule page forming page 2 of this form, for a period not exceeding 72 hours after unloading. (Sundays and holidays excluded). The limits of liability in this respect shall be as specified in paragraph 7 of the optional endorsements schedule page forming page 2 of this form, but always subject to the overall loss limit set forward in item B of the schedule page forming page 1 of this form. All other policy terms and conditions remain unchanged.

8) IN FULL PREMIUM ENDORSEMENT

It is hereby noted and agreed that the liability of Underwriters shall be limited to cargo **WHILST IN AND OR ON A TRUCK WHICH IS SPECIFIED ON THE SCHEDULE ATTACHING TO THIS POLICY**, including loading and unloading. The premium specified on the schedule shall be deemed to be non-adjustable, other than as per the cancellation provisions of the policy specified in condition 18. This endorsement shall not override exclusion m) or any other conditions of the policy. All other policy terms and conditions remain unchanged.

9) TRAILER INTERCHANGE ENDORSEMENT
In consideration of the additional premium charged, it is hereby noted and agreed that this policy is extended to cover the Insured's liability to non-owned trailers under a trailer interchange agreement. Liability under this extension shall be subject to the policy deductibles, exclusions, and general conditions, and shall further exclude:

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

The limit of liability of the Underwriters in respect of any one trailer shall be the sum set against paragraph 9 (a) in the optional endorsements schedule page forming page 5 of this form. In the event that the actual value of the trailer insured under this extension exceeds that sum, then Underwriters shall not be liable for a greater proportion of any loss or damage to such trailer insured than the actual value of the trailer bears to that sum.

The total limit of liability of Underwriters under this extension shall not exceed the sum set against paragraph 9(b) in the optional endorsements schedule page forming page 5 of this form, any one loss, but Underwriters overall liability in respect of a loss involving more than one section of this policy shall not exceed the loss limit, being the sum set against item B) in the schedule page forming page 4 of this form.

All other policy terms and conditions remain unchanged.

WAR AND CIVIL WAR EXCLUSION CLAUSE
(Approved by Lloyd's Underwriters' Non-Marine Association)

Notwithstanding any provision to the contrary contained herein this Policy does not cover Loss or 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 nationalisation or
requisition or destruction of or damage to property by or under the order of any government or public or local authority.
1/1/38
NMA464

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE - PHYSICAL DAMAGE - DIRECT (U.S.A.)

This Policy does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused * NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this Policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

* NOTE. - If Fire is not an insured peril under this Policy the words "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.
7/5/59
NMA1191

U.S.A. and Canada

LAND, WATER AND AIR EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein.

SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION U.S.A. & CANADA

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

(a) any loss, damage, cost or expense, or

(b) any increase in insured loss, damage, cost or expense, or

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

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

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

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

(b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

NMA2342

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

08/94
LSW1001 (Insurance)

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:
Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),
not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.
This Policy* does not apply:
I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
(a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:
"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:
(a) any nuclear reactor,
(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,
and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass.
of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

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

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

17/3/60


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

In consideration of an additional premium of USD paid, it is hereby noted and agreed with effect from inception that the Terrorism exclusion to which this Insurance is subject, shall not apply to any “insured loss” directly resulting from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended("TRIA").

The coverage afforded by this Endorsement is only in respect of any “insured loss” of the type insured by this Insurance directly resulting from an "act of terrorism" as defined in TRIA. The coverage provided by this Endorsement shall expire at 12:00 midnight December 31, 2014, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates. The Terrorism exclusion, to which this Insurance is subject, applies in full force and effect to any other losses and any act or events that are not included in said definition of "act of terrorism".

This Endorsement only affects the Terrorism exclusion to which this Insurance is subject. All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

Furthermore the Underwriter(s) will not be liable for any amounts for which they are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on the Underwriter’s liability for payment for terrorism losses.

LMA5091
21/12/2007
Form approved by Lloyd’s Market Association
TERRORISM EXCLUSION ENDORSEMENT

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

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

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

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

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

08/10/01
NMA2920

U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause

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

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

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

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

LMA5092
21/12/2007
Form approved by Lloyd’s Market Association
Certificate No.:

INSURED:

In consideration of the additional premium charged, the interests shown in paragraph A) below are deleted from exclusion a) i) in this policy.

The Limit of Liability under this policy in respect of claims for theft of the interests shown in paragraph A) below shall be as shown in paragraph B) below, applicable in respect of all claims arising out of any one theft.

The deductible applicable to claims for theft of the interests shown in paragraph A) below shall be as shown in paragraph C) below, applicable to all claims arising out of any one theft.

If the Unattended Truck Endorsement has been included with this policy, then that endorsement shall not apply in respect of any of the interests shown in paragraph A) below.

A) Interests included:

B) Limit any one claim for theft of these interests: $25,000.

C) Deductible per theft claim of these interests: $5,000.

(Note: The indemnity provided is the sum shown against paragraph B) less the sum shown against paragraph C), e.g. Limit $25,000. with $5,000 deductible = maximum indemnity $20,000. for theft)

ALL OTHER POLICY TERMS AND CONDITIONS REMAIN UNCHANGED.
DRIVER CRITERIA

Every driver must have his/her MVR approved by Underwriters within 7 days of their employment with the subject trucking firm. They must comply with the following Driver Criteria, and have a Single Valid Full Commercial Driving License, endorsed for the specific type equipment operated at the time of loss or damage. If any of the Driver Criteria, including the following, is not fully complied with, then the driver is not acceptable or approved and will result in any claim or loss involving such unacceptable or unapproved driver as being not covered for any and all coverage’s that might otherwise have been applicable.

1) Driver must be aged 21 or over and 65 or under. Drivers aged 21 or 22 will only be accepted with clean mvr (no major or minor violation whatsoever).
2) Minimum of two years Commercial Truck Driving Experience.
3) No more than 4 (four) minor violations in the last three years, with no more than two in the last year.
4) No more than 1 (one) chargeable accident in the last three years.
5) No major violations in the last three years.
6) Single Valid Full Commercial Driving License, endorsed for the equipment operated at the time of loss or damage.
7) No license suspension. (Any failure to appear to be submitted to Underwriters.)

N.B. Any Driver with less than 2 years Commercial Driving Experience may be submitted to London for Underwriters consideration and will be held covered up to 7 days at double deductible until M.V.R. is received.

MINOR VIOLATION DEFINITION

a) All moving violations other than major violations listed below are considered minor violations.
b) The following non-moving violations are considered to be minor violations:
   1) Defective brakes
   2) Defective equipment
   3) Oversize
   4) Overweight. Two (2) overweight violations equal one (1) minor violation.

MAJOR VIOLATION DEFINITION

a) DWI, DUI, implied consent, any drug related violation.
b) Manslaughter or negligent homicide.
c) Felony involving a motor vehicle.
d) Racing.
e) Hit and Run or leaving the scene of an accident
f) Reckless Driving
g) License suspension for points.
h) Driving while license suspended.
i) Fleeing/eluding arrest.
j) Multiple driver licenses not reported to company.

NO ACCEPTABLE M.V.R. SHALL EXCEED 3 MONTHS OLD.
**ENDORSEMENTS ARE APPLICABLE IF INDICATED IN THE DECLARATIONS**

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**RUST, OXIDATION, DISCOLORATION AND CORROSION**

In consideration of the premium charged, it is hereby understood and agreed that the following is added to the policy under Exclusions: S. Rust, Oxidation, Discoloration and Corrosion. All other terms and conditions remain unchanged.

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**SCRATCHING, DENTING AND MARRING**

In consideration of the premium charged, it is hereby understood and agreed that the following is added to the policy under Exclusions: T. Scratching, Denting, Marring. All other terms and conditions remain unchanged.

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**TARPAULIN WARRANTY**

In consideration of the reduced premium charged, it is a condition precedent to liability under this policy that all loads consisting of steel, steel products, metals, wood, lumber, building materials and plywood transported on flatbed or open trailers, shall be completely and securely covered by waterproof tarpaulin. All other terms and conditions remain unchanged.

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**BUMPER HITCH EXCLUSION**

It is hereby agreed and understood that no coverage is provided under this policy for damage to cargo while on or in a trailer connected to a covered power unit by a bumper hitch. All other terms and conditions remain unchanged.

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**STRIKING DEDUCTIBLE**

Unless otherwise described, it is hereby agreed and understood that any claim resulting from the cargo or trailer striking any fixed object while on any covered conveyance under this policy shall have a $5,000 deductible applied to any loss.

It is further agreed and understood that as respects auto haulers that the above deductible applies to each vehicle separately. All other terms and conditions remain unchanged.

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**ABSOLUTE ATTENDED VEHICLE WARRANTY**

We will not pay for any loss or damage to lawful goods and merchandise caused by or resulting from theft from a vehicle unless, at the time the loss occurs, there is actually in or upon your vehicle, a permanent employee of yours whose duty it is to attend the vehicle. All other terms and conditions remain unchanged.

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**RECOVERY TOWING LABOR AND STORAGE**

The most that we will pay for recovery, towing, labor and storage expenses for any one accident will not exceed $5,000. All other terms and conditions remain unchanged.

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**STRIKING OF LOAD EXCLUSION**

It is hereby agreed and understood that any claim resulting from the cargo or trailer striking any fixed object while on any covered conveyance under this policy is excluded from coverage. All other terms and conditions remain unchanged.