



Administrative Offices
 580 Walnut Street
 Cincinnati, Ohio 45202
 Tel: 1-513-369-5000

CM 76 76
 (Ed. 07 04)

Policy No. -

**MOTOR TRUCK CARGO DECLARATIONS
 (Carriers' Liability)**

NAMED INSURED:	POLICY PERIOD: to
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PREMIUM FOR THIS COVERAGE FORM \$

LIMITS OF INSURANCE

The most we will pay is:

- \$ _____ in any one "loss" but not more than:
- \$ _____ on any one vehicle while in "transit"
- \$ _____ at _____
- \$ _____ at _____
- \$ _____ at _____

DEDUCTIBLE AMOUNT \$

() **REPORTING CONDITION** (applies only when indicated by (X) in parenthesis)

- | | | | | | |
|------------------------------|----------------|------------------|---------------|--|--|
| 1. Deposit premium | | \$ | | | |
| 2. Minimum Annual Premium | | \$ | | | |
| 3. Reporting Period | () Monthly | () Quarterly | () Annual | | |
| 4. Premium Adjustment Period | () Monthly | () Quarterly | () Annual | | |
| 5. Date First Report Due | | | | | |
| 6. Rates | \$ | | | | |

FORMS AND ENDORSEMENTS applicable to all Coverage Parts and made part of this policy at time of issue are listed on the attached Forms and Endorsements Schedule CM 88 01 (11/85).



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**MOTOR TRUCK CARGO COVERAGE FORM
 (Carriers' Liability)**

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

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

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

A. Coverage

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

- 1. **Covered Property** means property of others that you have accepted for transportation as a motor carrier under your tariff and bill of lading or other written contract.

We cover property only while it is:

- a. contained in or on a land vehicle while in "transit" and/or during "loading" and "unloading," or
- b. at premises scheduled under the Limits of Insurance in the **Motor Truck Cargo Declarations.**

Coverage at such premises applies only to property:

- (1) that is held at the premises for a period of less than 31 days; and
- (2) for which no storage charge is made.

2. Property Not Covered

Covered Property does not include:

- a. accounts, bills, blue prints, currency, deeds, evidences of debt, money, notes, securities, commercial paper or other documents of value;
- b. bullion, gold, silver, platinum or other precious alloys or metals, jewelry, watches, precious or semiprecious stones or similar valuable property;
- c. furs;
- d. paintings, statuary and other works of art;
- e. vehicles that are used to carry the Covered Property, such as trucks, "intermodal" containers, container chassis and trailers;
- f. live animals, birds or fish except as follows:

We only cover your liability for theft or death or destruction directly resulting from or made necessary by fire, smoke, explosion, rioters, strikers, civil commotion, flood, or by collision, upset or overturn of the vehicle carrying the property, if these causes of "loss" would be covered under this Coverage Form;

We do not cover your liability for reduction in the market value or downgrading of live animals, birds or fish due to minor injuries, scrapes and bruises;

- g. contraband, or property in the course of illegal transportation or trade.
- h. property for which you act as a transportation broker, unless the **Transportation Broker Liability Endorsement** is attached to this policy;
- i. property while it is being installed, erected or dismantled.

3. Covered Causes of Loss

Covered Causes of Loss means your legal liability as a motor carrier, either as imposed by law or assumed by written contract, for Direct Physical "Loss" to Covered Property except those Causes of "Loss" listed in the Exclusions.

4. Additional Coverages

The deductible shown in the Declarations does not apply to the following Additional Coverages.

a. Earned Freight Charges

We will pay your earned freight charges that you are unable to collect as a result of a "loss" covered by this Coverage Form. The most we will pay in any one occurrence is \$2,500. This limit is separate from the Limits of Insurance shown in the Declarations.

b. Debris Removal

(1) We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us within 180 days of the earlier of:

(a) the date of direct physical "loss," or

(b) the end of the policy period.

(2) The most we will pay under this coverage is 10% of the applicable Limit of Insurance for direct physical "loss" to Covered Property, up to a maximum of \$5,000 for the sum of all such expenses for each occurrence. The Debris Removal Limit is separate from the Limit of Insurance stated elsewhere in the policy.

c. Reloading Expense

If Covered Property is spilled, dislocated, exposed to the weather or immobilized as a direct result of an ac-

cident to the conveying vehicle, we will pay your necessary expense to reload the Covered Property. This coverage applies when there has been no "loss" to Covered Property or when the amount of the direct physical "loss" is less than the amount of your deductible. The most we will pay in any one occurrence is \$5,000. This limit is separate from the Limits of Insurance shown in the Declarations.

The additional coverages for Debris Removal and Reloading Expense do not apply to the cost to:

(a) extract "pollutants" from land or water; or

(b) remove, restore or replace polluted land or water.

B. Exclusions

1. We will not pay your liability for a "loss" caused directly or indirectly by 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. Governmental Action

Seizure or destruction of property by order of governmental authority.

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

b. Nuclear Hazard

(1) Any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

c. War and Military Action

- (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay your liability for a "loss" caused by or resulting from any of the following:
- a. delay, loss of use, loss of market or any other consequential loss.
 - b. dishonest or criminal acts by you, your partners, managers, directors, officers, trustees, employees or authorized representatives (including leased employees and operators under contract to you) or anyone with an interest in the property (including their employees and authorized representatives):
 - (1) acting alone or in collusion with others;
 - (2) whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees (including leased employees), but theft by employees (including leased employees) is not covered.

- c. wear and tear, any quality in the property that causes it to damage or destroy itself, spoilage, deterioration, rot, bacteria, mold, rusting, corrosion, extremes of temperature or humidity, freezing, shrinkage, evaporation, loss

of weight, changes in flavor, finish or texture, contamination, insects, vermin and rodents.

But we will pay for your liability for direct "loss" to Covered Property caused by fire, explosion, smoke, riot or civil commotion, vandalism or malicious mischief, theft, flood, collision, upset or overturn of the transporting conveyance.

- d. wetness or dampness when Covered Property is in or on an open topped, flat bed or curtain sided trailer or truck unless:

- (1) the Covered Property is completely and securely covered with a waterproof tarpaulin; and
- (2) the tarpaulin first sustains damage by a Covered Cause of Loss.

3. We will not pay for any costs or penalties you incur for violation of any law or regulation that applies to your delay in payments, denial or settlement of any claim made against you by others.

C. Limits of Insurance

The most we will pay for "loss" in any one occurrence is the applicable Limits of Insurance shown in the Declarations.

D. Deductible

We will pay the amount of the adjusted "loss" in any one occurrence in excess of the Deductible amount shown in the Declarations, up to the applicable Limit of Insurance.

E. Additional Conditions

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

1. Coverage Territory

We cover property within:

- a. the states of the United States of America and the District of Columbia;
- b. Canada

but we do not cover property in transit to or from Hawaii, or to or from Alaska.

2. Valuation

General Condition F. **Valuation** subparagraph 1 in the Commercial Inland Marine Conditions is replaced by the following:

1. a. the amount for which you are liable;
- b. the amount of invoice, or in the absence of an invoice, the actual cash value of that property as of the time of "loss";

3. Claims Against Others

The following is added to Commercial Inland Marine Loss Condition C., **Duties in the Event of Loss**:

11. You must promptly make claim in writing against any other party who may be liable for the "loss."

4. Impairment of Rights of Recovery

The following is added to Commercial Inland Marine Loss Condition J., **Transfer of Rights of Recovery Against Others to Us**:

You may accept bills of lading or shipping receipts issued by other carriers that limit their liability to less than the actual value of the property.

5. Labels

In the event of "loss" only to the identifying labels or wrappers containing the Covered Property, we will pay the cost to replace those labels or wrappers if the "loss" is caused by or results from a Covered Cause of Loss.

6. Records

You shall keep accurate records of your trucking business and all "gross receipts" from transporting the property covered by this Coverage Form. You shall retain these records for three years after the policy ends.

7. Reimbursement to Us

We may endorse this policy at your request to comply with the requirements of the U.S. Department of Transportation or any other governmental authority.

If we pay any "loss" solely because of any such endorsement, you will promptly reimburse us for that payment and any other expense we have in connection with that payment.

8. Adjustment and Payment of Loss

At our option, we may adjust the "loss" with and pay to:

- a. you, for the account of whom it may concern; or
- b. your customer, or the owners of the Covered Property.

If legal actions are taken to enforce a claim against you, we reserve the right, at our option, without expense to you, to conduct and control your defense. This action will not increase our liability under your policy, nor increase the Limits of Insurance specified in the Declarations.

9. Reporting (applies only if indicated on Declarations).

- a. **Reports.** Within 15 days after the end of each reporting period shown in the Declarations you will report to us the full amount of "gross receipts" (both collected and uncollected) from your trucking business.

b. Rates and Premium

(1) **Premium Computation.** We will compute the premium

- (a) using the rates shown in the Declarations, and
- (b) as of each Premium Adjustment Period shown in the Declarations.

(2) Premium Adjustment

- (a) When the Annual Premium Adjustment Period is shown in the Declarations, we will compare the total computed premium to the Deposit Premium. If the total computed premium is more than the Deposit Premium, you will pay us the difference. If it is less than the Deposit Premium, we will pay you the difference.
- (b) When Monthly or Quarterly Premium Adjustment Period is shown in the Declarations, we will apply the computed premium to the Deposit Premium until it is used up. You will pay us all premiums that exceed the Deposit Premium as earned with each report.
- (c) If this coverage is cancelled within 30 days of the cancellation date you will report the full amount of "gross receipts" from your trucking business up to and including the date of cancellation.

(3) Minimum Premium

You must pay at least the minimum annual premium shown in the Declarations.

(4) Failure to Submit Reports

If you have failed to submit the required reports to us or our duly authorized agent on or before the due date, this policy will be subject to cancellation for nonpayment of premium.

10. Excess Insurance

You agree that no excess insurance over and above the Limits of Insurance provided by this policy will be provided by any other insurance policy.

If excess insurance is in force and we have not agreed in writing to permit such excess insurance, the amount we will pay under this policy will be reduced to the proportion that the applicable Limit of Insurance under this policy bears to the total amount of insurance that would apply to the "loss," regardless of the amount paid by the excess insurer.

For example, if the applicable Limit of Insurance under this policy were \$100,000, and there was an excess policy with a limit of \$400,000. A covered "loss" in the amount of \$250,000 occurs. In this circumstance, the most we would pay for would be 100,000 divided by 500,000 or 20% X \$250,000 = \$50,000, minus the policy deductible amount.

Regardless of the amount of "loss," we will not pay more than the applicable Limit of Insurance shown in the **Motor Truck Cargo Declarations** of this policy.

F. Definitions

"Loss" means accidental loss or damage.

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

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

"Transit" begins with the actual movement of the goods from point of shipment bound for a specific destination. It remains in transit during the ordinary, reasonable and necessary stops, interruptions, delays or transfers incidental to the route and method of shipment.

"Transit" ends when any of the following occurs:

1. Covered Property is accepted by, or on behalf of, the consignee at the intended destination or at any intermediate point short of the original intended destination; or
2. seventy-two hours after arrival at destination; or
3. any other stop that exceeds seventy-two hours.

"Intermodal" containers are containers used in combination with another mode of trans-

portation, such as trailer on flatcar, or container on a vessel.

"Loading" means the lifting or moving of Covered Property from the ground, or a loading platform immediately adjacent to the transporting conveyance, onto the transporting conveyance.

"Unloading" means the lowering or moving of Covered Property from the transporting conveyance to the ground, or a loading platform immediately adjacent to the transporting conveyance.



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THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

DIMINISHING DEDUCTIBLE ENDORSEMENT FOR LOSS-FREE EXPERIENCE

This endorsement modifies coverage provided by your

MOTOR TRUCK CARGO (CARRIERS LIABILITY) COVERAGE FORM

The Deductible amount shown in the Declarations at the attachment date of this endorsement will decrease by 25% at each renewal date, beginning with the first renewal date following the attachment of this endorsement to your policy and each policy year thereafter in which you do not have a "loss" covered by this insurance policy that results in payment by us, until the deductible amount is \$0.

Should you incur a "loss" covered by this insurance policy that results in a payment by us, immediately following any such "loss," the deductible will be reinstated to the amount shown in the Declarations on the attachment date (i.e. \$).

For the purpose of implementing this endorsement:

the attachment date is ;

the first renewal date thereafter is .

All other terms and conditions remain unchanged.



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**MOTOR TRUCK CARGO
 ADDITIONAL COVERAGES PLUS ENDORSEMENT**

This endorsement modifies coverage provided by your

MOTOR TRUCK CARGO (Carriers Liability) COVERAGE FORM

Paragraph A. Coverage, 4. Additional Coverages is replaced by the following:

4. Additional Coverages

The Deductible shown in the Declarations does not apply to the following Additional Coverages; the Limits of Insurance for the following Additional Coverages are separate from the Limits of Insurance shown in the Declarations:

a. Debris Removal - Reloading - Towing - Traffic Control & Security

The most we will pay for the sum of your expenses for Debris Removal, Reloading, Towing, Traffic Control & Safety in any one occurrence is \$25,000.

Debris Removal - We will pay your actual, necessary expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. These expenses will be paid only if they are reported to us in writing within 180 days of the date of the direct physical "loss."

This Additional Coverage does not apply to the cost to:

- (1) extract "pollutants" from land or water;
- (2) remove, restore or replace polluted land or water.

Reloading - We will pay your actual, necessary expense to reload covered property, whether or not it has been damaged, if the Covered Property is spilled, dis-

located, exposed to weather or immobilized as a direct result of an accident to the conveying vehicle.

Towing - We will pay our proportion of your expense to tow a vehicle containing Covered Property, following a "loss" to Covered Property and/or the conveying vehicle from a Covered Cause of Loss, taking into account reimbursements from other sources.

Traffic Control & Security - We will pay our proportion of your expense to control traffic and provide security necessary to oversee and/or gather up the cargo in an occurrence that requires reloading or towing as described above, taking into account reimbursements from other sources.

b. Earned Freight

We will pay your earned freight charges that you are unable to collect as a result of a "loss" to Covered Property from a Covered Cause of Loss. The most we will pay for uncollectable earned freight charges in any one occurrence is \$10,000.

c. Fire Department Service Charge

We will pay for fire department service charges that are your legal obligation, when the fire department is called to save or protect Covered Property from a Cov-

ered Cause of Loss. The most we will pay for Fire Department Service charges in any one occurrence is \$25,000.

coverage does not apply in the state of New York, where rewards are not permitted as a subject of insurance.)

d. Reward Coverage

We will reimburse you up to \$2,500 for a reward that you pay to an individual who provides information that leads to the arrest and conviction of a person or persons who committed a crime that resulted in a "loss" to Covered Property that we paid under this Coverage Form. (Rewards

e. Loss Data Preparation Coverage

We will pay up to \$1,000 for your actual cost of preparing a Statement of Loss or any other exhibits required in connection with any claim under this Coverage Form. This Additional Coverage does not apply to public adjuster or attorney fees.

All other terms and conditions remain unchanged.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPOILAGE OR FREEZING ENDORSEMENT

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO COVERAGE FORM (Carriers' Liability)

Section **A.4. Additional Coverages** is amended to include the following:

Spoilage or Freezing

We will pay for "loss" to Covered Property caused by spoilage or freezing due to mechanical or electrical breakdown of refrigeration or heating equipment, while on vehicles you own or operate, subject to the following additional conditions:

We will not pay for spoilage or freezing due to:

- (1) lack of fuel required to operate refrigeration or heating equipment;
- (2) disconnecting or unplugging of refrigeration or heating equipment or termination of power by turning off switches or similar devices;
- (3) failure to perform "maintenance" of your owned or leased cooling or heating equipment according to manufacturer's recommended schedule.

Deductible \$

We will pay the adjusted "loss" covered by this Additional Coverage in any one occurrence which is in excess of the deductible amount, up to the applicable Limit of Insurance.

"Maintenance" means:

1. inspection of cooling and heating equipment by you or your qualified representative at least once every 30 days;
2. repair or replacement of equipment as recommended by manufacturers' specifications or in the absence of such specifications, following sound industry practice;
3. recording of maintenance activities. These records will be available to us upon request.

All other terms remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMOBILE CARRIERS ENDORSEMENT

This endorsement modifies coverage provided under the following:

MOTOR TRUCK CARGO COVERAGE FORM (Carriers' Liability)

I. Section A. Coverage paragraph 1. Covered Property the first sentence is amended to read as follows:

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

II. Section C. Limits of Insurance is amended by adding the following:

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

III. Section D. Deductible is amended by adding the following:

The deductible amount per motor vehicle is \$, but the total deductible amount will not exceed \$ in any one "loss" occurrence that involves more than one motor vehicle.

IV. Section F. Definitions

The definition of "**Loading**" is amended to include the following:

Also, "**Loading**" means motor vehicles being operated under their own power, within a one half mile radius of the transporting conveyance, solely for the purpose of being placed on the transporting conveyance.

The definition of "**Unloading**" is amended to include the following:

Also, "**Unloading**" means motor vehicles being operated under their own power, within a one half mile radius of the transporting conveyance, solely for the purpose of delivery from the transporting conveyance.

All other terms remain unchanged.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOUSEHOLD GOODS / FURNITURE MOVERS ENDORSEMENT

This endorsement modifies coverage provided by your

MOTOR TRUCK CARGO COVERAGE FORM (Carriers Liability)

Section A. Coverage, paragraph 1. Covered Property, the first sentence is amended to read as follows:

Covered Property means property of others, principally household goods, personal effects, furniture and/or office equipment that you have accepted for transportation as a motor carrier under your tariff and bill of lading or shipping receipt issued by you, or under written contract.

Section F. Definitions.

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

Also, **Loading** means lifting or moving of Covered Property within and from premises for the purpose of being placed upon the transporting conveyance.

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

Also, **Unloading** means lifting or moving of Covered Property from the transporting conveyance to and within premises for the purpose of delivery from the transporting conveyance.

All other terms and conditions remain unchanged.



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**MOTOR TRUCK CARGO
MOBILE HOME MOVERS ENDORSEMENT**

This endorsement modifies coverage provided by your:

MOTOR TRUCK CARGO COVERAGE FORM

The following changes apply with respect to **Mobile Homes** as Covered Property:

Paragraph A. Coverage, 1. Covered Property, subparagraph a. is amended to read as follows:

- a. contained in, on, or attached to any land vehicle while in "transit" and/or during "loading" or "unloading"; or

Paragraph A. Coverage, 2. Property Not Covered, subparagraph j. is added:

- j. personal property that is not permanently affixed to the mobile home.

Paragraph B. Exclusions, 2., subparagraphs e., f. and g. are added:

- e. collapse or failure of the undercarriage or suspension system of the mobile home including but not limited to the collapse or failure of the axles, wheels, or tires;
- f. sagging, warping, twisting of the mobile home or loss of windows or doors from their frames unless directly caused by fire, collision with another object (other than the roadbed,

ground or delivery site access route surface), or overturn; then we will pay for your liability for "loss" to Covered Property that is directly caused by such fire, collision or overturn.

- g. collision of the mobile home, or any part thereof, with the roadbed, ground or the delivery site access route surface.

Paragraph E. Additional Conditions, the following is added:

11. Multiple Section Mobile Homes

In the event of a total "loss" to one section of a multiple section mobile home (e.g. double wide, triple wide etc.) that would be covered under this policy and if:

- a. it is not possible to replace or repair the damaged section; and
- b. the Limits of Insurance are sufficient to cover the entire value of all sections of the mobile home, then

we agree to pay for all sections and take title to the undamaged section(s).

All other terms remain unchanged.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-OWNED CONTAINER AND TRAILER INTERCHANGE COVERAGE

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO COVERAGE FORM (Carriers' Liability)

I. Section A. Coverage is amended as follows:

The following is added to **1. Covered Property:**

1. Covered Property

- a. "Intermodal" containers (including container chassis) you do not own, while in your custody or control, for which you assume liability for loss.
- b. Trailers you do not own, while in your custody and control, for which you assume liability for loss under a written trailer or equipment interchange agreement.

II. Section A.2. Property Not Covered e. is amended to read as follows:

- e. "intermodal" containers, container chassis, trailers, or other carrying conveyance owned by you and trucks;

III. Section A.3. Covered Causes of Loss is amended to read as follows:

3. Covered Causes of Loss

As respects Covered Property added by this endorsement, Covered Cause of Loss means your legal liability for Direct Physical "loss" to Covered Property caused by or resulting from:

- a. fire, lightning or explosion;
- b. theft;
- c. windstorm or hail;
- d. flood or earthquake;
- e. collision with another vehicle or object, overturn;
- f. vandalism or malicious mischief.

IV. Section E.2. Valuation is amended to read as follows:

2. Valuation

General Condition F. Valuation subparagraph 1. in the Commercial Inland Marine Conditions is replaced by the following:

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

- a. as respects all Covered Property, the amount for which you are liable;

- b. as respects Covered Property defined in Section A.1.a., the amount of invoice, or in the absence of an invoice, the actual cash value of that property at the time of "loss";
- c. as respects Covered Property defined in Section A.1.b. and A.1.c.:
 - (1) the actual cash value of that property;
 - (2) the cost of reasonably restoring that property to its condition immediately before "loss"; or
 - (3) the cost of replacing that property with substantially identical property.

V. Section C. **Limits of Insurance** is amended to read as follows:

As respects Covered Property defined in Section A.1.a., the most we will pay in any one "loss" is the applicable Limits of Insurance shown in the Declarations;

As respects Covered Property defined in Section A.1.b., and A.1.c., the most we will pay is:

\$ in any one "loss"; but not more than
 \$ on any one trailer or "intermodal" container.

VI. Section D. **Deductible** is amended as follows:

We will pay only the amount of the adjusted "loss" in any one occurrence in excess of the following Deductible amounts, up to the applicable Limit of Insurance.

As respects Covered Property defined in Section A.1.a., the Deductible Amount shown in the Declarations;

As respects Covered Property defined in Section A.1.b. and A.1.c., \$ Deductible Amount.

All other terms remain unchanged.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OWNERS GOODS EXTENSION ENDORSEMENT

This endorsement modifies coverage provided under the following:

MOTOR TRUCK CARGO COVERAGE FORM (Carriers' Liability)

The following changes apply only with respect to coverage provided by this endorsement for loss or damage to your property:

I. Section A. Coverage

Paragraph 1. is amended to read:

- 1. **Covered Property** means your lawful goods and merchandise while in "transit" in or on vehicles operated by you and during "loading" and "unloading."

But we do not cover your property while it is:

- a. at your premises; or
- b. in any yard, or in a garage or other building where you park your vehicles.

II. Paragraph 3. Covered Causes of Loss is amended to read:

- 3. **Covered Causes of Loss** means risks of direct physical "loss" to Covered Property, except those causes of "loss" listed in the exclusions.

III. Section B. Exclusions

Paragraph 1. is amended to read:

- 1. We will not pay for "loss" caused directly or indirectly by 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."

Subparagraphs a., b. and c. remain unchanged.

Paragraph 2. is amended to read:

- 2. We will not pay for "loss" caused by or resulting from any of the following:

Subparagraphs a. and b. remain unchanged.

Subparagraph c., the final sentence is amended to read:

But we will pay your direct "loss" to Covered Property caused by fire, explosion, smoke, riot or civil commotion, vandalism or malicious mischief, theft, flood, collision, upset or overturn of the transporting conveyance.

IV. Section C. Limits of Insurance

The following is added:

The Limits of Insurance shown in the Declarations apply to "loss" that is to:

- 1. the property of others for which you are liable;
- 2. your property; or
- 3. both combined.

V. Section E. Additional Conditions

Paragraph 2. **Valuation** is amended as follows:

Subparagraph 1.a. is amended to read:

- a. the amount of invoice, or in the absence of an invoice the market value at the time of "loss" at the place of shipment.
- b. is deleted in its entirety.

All other terms remain unchanged.



Administrative Offices
 580 Walnut Street
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CM 79 39
 (Ed. 07 04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RIGHT AND DUTY TO DEFEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO COVERAGE (Carriers' Liability)

I. Section E.8. **Adjustment and Payment of Loss** is replaced by the following:

8. Investigation, Defense, Adjustment, and Payment of Loss and Damages

We have the right and duty to defend you against a "suit" seeking damages. However, we have no duty to defend you against a "suit" seeking damages to which this insurance does not apply.

We may at our discretion investigate any accident and settle any claim or "suit" that may result. But, the amount we will pay for damages is limited as described in the Limits of Insurance shown in the Declarations. Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments, settlements or Supplementary Payments (shown below).

At our option we may adjust the "loss" with and pay to:

- a. you, for the account of whom it may concern; or
- b. your customer, or the owners of the Covered Property.

II. Section A.4. **Additional Coverages** is amended to include the following:

Supplementary Payments

We will pay with respect to any claim we investigate or settle, or any "suit" against you we defend:

- a. all expenses we incur;
- b. the cost of bonds to release attachments, however we do not have to furnish these bonds;

c. all reasonable expenses incurred by you at our request to assist us in the investigation or defense of the claim or "suit";

d. all costs taxed against you in the "suit";

e. prejudgment interest awarded against you on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer; and

f. all interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will reduce the applicable Limit of Insurance.

III. Section F. **Definitions** is amended to include the following:

"Suit" means a civil proceeding in which damages because of loss or damage to which this insurance applies are alleged. "Suit" also includes:

a. an arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or

b. any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

All other terms remain unchanged.



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POLLUTANT CLEAN UP AND REMOVAL

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO COVERAGE FORM (Carriers' Liability)

A. Coverage, 4. Additional Coverages is amended to include the following:

Pollutant Clean Up and Removal

We will pay your expenses to extract "pollutants" from land or water if the release, discharge or dispersal of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

(1) the date of direct physical "loss"; or

(2) the end of the policy period.

The most we will pay under this Additional Coverage is \$10,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

All other terms remain unchanged.



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CM 82 80
(Ed. 10 08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DETACHED TRAILER THEFT EXCLUSION - CITIES ENDORSEMENT

This endorsement modifies coverage provided under the following:

MOTOR TRUCK CARGO COVERAGE FORM (Carriers' Liability)

The following wording applies to vehicles you own or operate while in, or within 50 miles of the city limits of the following cities:

Los Angeles, CA
Miami, FL
New York City, NY
Newark, NJ

We will not pay for "loss" caused by theft of Covered Property from a "detached" trailer or a "detached" "intermodal" container or theft of an entire "detached" trailer or container. Also, if the trailer or container is Covered Property, we will not pay for "loss" caused by theft of such property when it is "detached."

Definitions

"Detached" means:

1. a trailer that is not physically connected to a truck/tractor; and/or
2. an "intermodal" container which is not on a container chassis that is physically connected to a truck/tractor.

The physical connection referred to above is the connection required for the truck or tractor to pull the trailer or container chassis in the normal course of transportation over the road.

Other terms and conditions remain the same