## U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.** 

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http://www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



Atlantic Specialty Insurance Company 605 Highway 169 North, Suite 800 Plymouth, MN 55441

(800) 662-0156 \* A Stock Company

### TRUCKERS INSURANCE FOR NON-TRUCKING LIABILITY AND VEHICLE PHYSICAL DAMAGE <u>DECLARATIONS</u>

Item 1		
-	BUCHHEIT TRUCKING SERVICE INC 600 DAUGHERTY ST SCOTT CITY, MO 63780-1825	<b>Policy Number:</b> 794-00-03-26

Policy Period: November 01, 2020 (Continuous monthly renewal subject to underwriting guidelines and the payment of premium for successive monthly terms thereafter)

Item 2						
Covered Equipment: (Refer to Schedule(s))						
Item 3						
<b>A. Section One Coverage</b> Non-Trucking Liability	Limit/Description \$1,000,000 CSL	Deductible				
Uninsured Motorists	On File	N/A				
Underinsured Motorists	On File	N/A				

B. Section Two Coverage	Limit/Description	Deductible
	\$250,000 Any one Covered Truck/Covered Trailer	
	\$1,500,000 Any one Accident	
	\$5,000,000 Any one Policy	
Vehicle Physical Damage	Actual Cash Value, not to exceed Stated Value on applicable Certificate of Insurance	\$1,000
Loan Gap Endorsement	Loan amount over Actual Cash Value not to exceed Stated Value on applicable Certificate of Insurance	N/A
Extended Repair Time	\$5,000 per Month for up to 180 Days	\$1,000
Truck Rental	Up to \$100 per Day for up to 14 Days	N/A
Special Equipment	\$5,000	\$250
Personal Contents	Replacement Cost or Actual Cash Value to maximum of \$5,000	\$250

Item 4		
Estimated Mont	hly Premium:	
	Monthly Premium	\$8,079.83
	State Tax	N/A
	State Fee	N/A
	State Charges	\$0.00
	Total Due Monthly*	\$8,079.83
	estimated total due monthly as it appears above is subject to change based upon vehicles covered and the applicate charges. If state charges apply, refer to the attached State Charge details. <b>Ily Rate:</b> Non-Trucking Liability \$33.00 per scheduled unit	
	Vehicle Physical Damage	5.65% x Total Insured Value / 12

Additional Insured(s):

These Declarations, the Schedule of Equipment, the complete signed Application, and the **Policy** (together with any and all endorsements thereto) shall constitute the entire agreement between Atlantic Specialty Insurance Company and the **Policyholder**.



The Insurer agrees to insure the Policyholder's eligible persons and their equipment against loss covered by this Policy, subject to its provisions, limitations and exclusions, provided the required premium is paid.

This Policy takes effect on the Policy Effective Date. All periods of insurance begin and end when 12:01 AM, Standard Time occurs at the Policyholder's address.

This Policy remains in force for the period for which premium has been paid.

This Policy is a Legal Contract between the Policyholder and the Insurer.

Please read this Policy carefully.

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### **GENERAL POLICY DEFINITIONS**

- <u>Accident or Accidental</u> means an unforeseen and unplanned event or circumstance that causes Bodily Injury or Property Damage. All Bodily Injury and Property Damage resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one Accident.
- 2. <u>Actual Cash Value (ACV)</u> means the replacement cost of property damaged or destroyed at the time of Loss with deduction for depreciation.
- 3. <u>Bobtail</u> means a Truck without a Trailer.
- 4. **Bodily Injury** means physical injury to the body of a person.
- 5. <u>Certificate of Insurance</u> means evidence of insurance provided to the **Named Insured** describing the coverage and the equipment covered.
- 6. <u>Combined Single Limit (CSL)</u> means the most We will pay for any one Non-Trucking liability Loss.
- 7. <u>Covered Trailer</u> means, for purposes of the Section Two Vehicle Physical Damage Coverage, the equipment described on the Schedule.
- 8. <u>Covered Truck</u> means the equipment described on the Schedule.
- 9. <u>Deadhead</u> means a **Truck** with an empty **Trailer** attached.
- 10. <u>Declarations</u> means the Declarations form which is attached to and made a part of the Policy.
- 11. <u>Deductible</u> means the dollar amount, as shown on the **Declarations** and the **Certificate of Insurance** that must be paid by the **Named Insured** before **We** will pay:
  - 1. any sums a **Named Insured** is legally responsible to pay for causing **Bodily Injury** and or **Property Damage** to a **Third Party** when **Section One Coverage** applies to an **Accident** involving a **Covered Truck**.
  - 2. for any Loss to Covered Trucks and Covered Trailers under Section Two Coverage,

We will not pay any sums or for any Loss that does not exceed the Deductible.

- 12. <u>Diminution in Value</u> means the actual or perceived Loss in market or resale value that results from a direct and Accidental Loss.
- **13.** <u>Layover</u> means any interlude that takes place away from a Covered Truck's Primary Garage Location between or during load hauling assignments.
- 14. Loss means direct and accidental damage including theft.
- **15.** <u>Loss Payee</u> means a person or entity with an insurable interest in the equipment described on the **Schedule** and the **Certificate of Insurance**.
- **16.** <u>Mobile Equipment</u> means any equipment not solely designed and licensed for highway use. Examples: forklifts, bulldozers, air compressors, hydraulic jacks, cranes and similar type equipment.
- 17. <u>Motor Carrier</u> means a trucking company, freight brokerage company, logistics company or any other business that uses **Trucks** to haul property for hire.
- 18. <u>Named Insured</u> means the person or entity under **Permanent Lease** to the **Policyholder** who is protected by this insurance **Policy** and named on the **Certificate of Insurance**.
- <u>Non-Trucking</u> means when a Truck is subject to an active Permanent Lease with a government regulated Motor Carrier and is either Bobtail or Deadhead and is operating solely for personal use unrelated to the business of the Motor Carrier.

A Truck is not Non-Trucking when it is:

 being operated for an economic or business purpose, which includes trips for service and maintenance when service or maintenance is an expressed or implied requirement of a Permanent Lease with a Motor Carrier;

- being operated under the expressed or implied management, control, or dispatch (as defined by DOT regulations and case law precedents) of a Motor Carrier;
- in a Layover;
- returning to the Truck's Primary Garage Location subsequent to delivering a load; or
- attached to a **Trailer** loaded with property of any type.
- 20. <u>Occupant</u> means a person who is in, on, or in the act of getting in, on, or out or off of a Covered Truck.
- 21. <u>Permanent Lease</u> means a written hauling agreement for a duration of thirty (30) or more consecutive days between a **Truck** owner and a government regulated **Motor Carrier** that specified the government regulated **Motor Carrier** will have exclusive possession and control of the **Truck** owner's equipment. If a **Permanent Lease** is terminated, **We** will consider it applicable for the next twenty-four (24) consecutive hours from the date and time of termination.
- 22. <u>Personal Injury Protection (No-Fault)</u> means the insurance coverage for personal injury protection or no-fault insurance required by the applicable state where the **Covered Truck** is registered.
- 23. <u>Policy</u> means this Non-Trucking Liability Insurance Coverage and this Vehicle Physical Damage Insurance Coverage Policy.
- 24. <u>Policyholder</u> means the entity named on the Declarations.
- 25. <u>Policy Period</u> means the period of time this Policy will be in force as shown on the Declarations.
- 26. <u>Pollutant</u> means any substance that causes harm to the environment when it mixes with soil, water, or air.
- 27. <u>Primary Garage Location</u> means the home parking base for a **Truck** or the terminal from which the **Truck** customarily obtains hauling assignments.
- 28. <u>Property Damage</u> means damage to or Loss of use of tangible property.
- **29.** <u>Punitive Damages</u> means those damages imposed to punish a wrongdoer and deter others from similar conduct.
- 30. <u>Route Deviation</u> means a deviation from the customary business route to pursue personal interests.
- **31.** <u>Schedule</u> means the inventory of covered equipment, provided to Us by the **Policyholder**, which is attached to and made a part of this **Policy**.
- 32. <u>Section One Coverage means the Non-Trucking Liability Insurance Coverage</u>.
- 33. <u>Section Two Coverage</u> means the Vehicle Physical Damage Insurance Coverage.
- **34.** <u>Self Insurance</u> means any plan of risk retention in which a program or procedure has been established other than insurance to meet the adverse result of a Loss.
- **35.** <u>Suit</u> means a civil proceeding in which damages because of **Bodily Injury** or **Property Damage** to which this insurance applies are alleged. **Suit** includes an arbitration proceeding alleging such damages, to which **You** must submit or submit with **Our** consent.
- **36.** <u>**Trailer**</u> means a vehicle licensed for commercial use without motive power and with one or more axles designed to be drawn by a **Truck**.
- 37. <u>Third Party</u> means a person or entity other than You, Us or the Named Insured.
- **38.** <u>**Truck**</u> means a motor vehicle licensed for commercial use and designed and used primarily to carry property. A **Truck** may be used to tow a **Trailer**.
- **39.** <u>Underinsured Motor Vehicle Coverage</u> means the insurance coverage for underinsured motor vehicles required by the applicable state where the **Covered Truck** is registered.
- 40. <u>Uninsured Motor Vehicle Coverage</u> means the insurance coverage for uninsured motor vehicles required by the applicable state where the **Covered Truck** is registered
- **41.** <u>We, Us and Our</u> as used in this **Policy**, mean the company providing the insurance, Atlantic Specialty Insurance Company.
- 42. You and Your as used in this Policy, mean the Policyholder shown on the Declarations.

### **GENERAL POLICY CONDITIONS**

### A. Cancellation and Non-Renewal of Policy

- 1. You may cancel this **Policy** by returning it to **Us** or by giving **Us** advance notice of the date cancellation is to take effect.
- 2. We may cancel this Policy by mailing You at least 10 days advance notice for non-payment of premium or 60 days notice for all other reasons at Your last address known by Us. We may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice. Such notice will indicate clearly and specifically Our actual reason for cancellation.
- 3. The effective date of cancellation stated in the notice will become the end of the **Policy Period**.
- 4. If this **Policy** is cancelled, **You** may be entitled to a premium refund. Such refund will be calculated on a pro rata basis and will be sent to **You** on a timely basis.
- We may non-renew this Policy by mailing You at least 60 days notice at Your last address known by Us.
  We may deliver any notice instead of mailing it. Proof of mailing any notice will be sufficient proof of notice. Such notice will indicate clearly and specifically Our actual reason for non-renewal.

### B. Concealment, Misrepresentation or Fraud

Misrepresentations, omissions, concealment of facts and incorrect statements will not prevent a recovery under this **Policy** unless they were intentional or fraudulent or material.

For purposes of this condition, material will mean that **We** in good faith would either not have issued this **Policy**, or would not have issued a policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the **Loss**, if the true facts had been made known to **Us**.

### C. Inspection

At **Our** option, **We** may inspect **Your** property and operations at any time. These inspections are for **Our** benefit only. By **Our** making any inspection, **We** make no representation that **Your** property and/or operations are safe, not harmful to health or comply with any law, rule or regulation.

### D. Changes

This **Policy** contains all the agreements between **You** and **Us**. Its terms may not be changed or waived except by endorsement issued by **Us**. If a change requires a premium adjustment, **We** will adjust the premium as of the effective date of change. If **We** revise this **Policy** to provide more coverage without additional premium charge, **We** will automatically provide the additional coverage as of the day the revision is effective in **Your** state.

### E. Transfer of Your Rights and Duties Under this Policy

Your rights and duties under this **Policy** may not be assigned without **Our** written consent.

### F. Bankruptcy

Bankruptcy or insolvency of You will not relieve Us of any obligation under this Policy.

### G. Premiums

The **Policyholder** shown on the **Declarations** is responsible for paying the premium and will be the payee for any return premiums **We** pay.

### H. Termination of Coverage

Coverage will cease on the earliest of the following dates:

- 1. the date this **Policy** terminates;
- 2. the last day of the Policy Period for which premiums have been paid; or
- **3.** the end of the twenty-four (24) consecutive hours immediately following the date and time of termination of **a Permanent Lease**.

We reserve the right to terminate coverage if We do not receive the signed Uninsured/Underinsured Motorist Coverage Election Form.

### SECTION ONE NON-TRUCKING LIABILITY INSURANCE COVERAGE

#### Section One Coverage does not afford full-time protection.

#### It applies only to Non-Trucking use of the Named Insured's Covered Trucks.

In return for payment of the premium and subject to all of the terms of **Section One Coverage**, **We** agree with **You** as follows:

### PART I – COVERED TRUCKS

Only those **Trucks** that the **Named Insureds** own or lease and that are listed on the **Schedule** and described on the **Certificate of Insurance** are **Covered Trucks**. Any **Trailer** while attached to such **Covered Truck** is also covered. No coverage will be afforded where any such **Truck** or **Trailer** is in the custody of, or is being operated by, any individual who is not a **Named Insured** under this **Policy**.

### PART II – WHEN AND WHERE SECTION ONE COVERAGE APPLIES

### 1. When Section One Coverage applies:

Section One Coverage does not afford full time protection. Section One Coverage only applies to Losses that occur within the effective date shown on the Declarations when a Covered Truck is Non-Trucking.

### 2. Where Section One Coverage applies:

Section One Coverage applies in the United States of America, its territories or possessions, Puerto Rico and Canada.

### PART III – NON-TRUCKING LIABILITY COVERAGE

### A. WHAT WE WILL PAY - SUBJECT TO EXCLUSIONS.

When Section One Coverage applies to an Accident involving a Covered Truck, We will pay all sums a Named Insured is legally responsible to pay for causing Bodily Injury and or Property Damage to a Third Party.

We have the right and duty to defend any Named Insured against a Suit asking for such damages. However, We have no duty to continue to defend any Named Insured against a Suit seeking damages for Bodily Injury or Property Damage to which Section One Coverage does not apply once such determination of non-applicability has been made. We may investigate and settle any claim or Suit as We consider appropriate. Our duty to defend or settle ends when the Combined Single Limit stated on the Declarations and the Certificate of Insurance has been exhausted by payment of judgments or settlements.

- 1. The following are Named Insureds:
  - a. a person or entity permanently leased to the **Policyholder** who is protected by this **Policy** and named on the **Certificate of Insurance**;
  - b. any additional Named Insured(s) shown on the Certificate of Insurance;
  - c. anyone who has verifiable authorization acceptable to Us, to operate a Covered Truck identified on the Schedule; and
  - **d.** anyone else while driving a **Covered Truck** with the **Named Insured's** permission, but only to the extent required by law, and only to the extent of the minimum financial responsibility limit required by law.

A **Named Insured** does not include anyone working in the business of repairing, servicing or storing **Trucks** and/or **Trailers**.

2. Coverage Extensions

In addition to the **Combined Single Limit**, as indicated on the **Declarations** and the **Certificate of Insurance**, **We** will pay for the **Named Insured**:

- a. all expenses We incur;
- **b.** all reasonable expenses incurred by the **Named Insured** at **Our** request, including actual **Loss** of earnings up to \$250 a day because of time off from work;
- c. all costs taxed against the Named Insured in any Suit against him or her that We defend; and
- d. all interest on the full amount of any judgment that accrues after entry of the judgment in any Suit against the Named Insured that We defend, but Our duty to pay interest ends when We have paid, offered to pay or deposited in court the part of the judgment that is within Our Combined Single Limit.

Regarding prejudgment interest, if **We** make an offer to pay the applicable **Combined Single Limit**, **We** will not pay any prejudgment interest based on that period of time after the offer.

3. Minimum Conformance Provision

If any limitation of the coverage under this **Policy** is held to be void and unenforceable by reason of the financial responsibility laws of any jurisdiction, the most **We** will pay will not exceed the minimum limits allowed by such jurisdiction.

### **B. SECTION ONE COVERAGE EXCLUSIONS**

Section One Coverage does not apply to:

**1.** Loading/Unloading or Handling of People or Property

**Bodily Injury** or **Property Damage** arising out of the handling or loading or unloading of property or people

### 2. Motor Carriers

3. Intended or Expected Injury

Bodily Injury or Property Damage expected or intended from the standpoint of the Named Insured

**4.** Contractual Liabilities

Liability assumed under any contract or agreement unless liability coverage under this **Policy** would apply in the absence of such contract or agreement

5. Workers' Compensation

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

6. Employee Indemnification and Employer's Liability

**Bodily Injury** to any employee of the **Named Insured** or the spouse, child, parent, brother or sister of such employee, which occurs while such employee is driving a **Covered Truck** 

This exclusion applies:

- a. whether the Named Insured may be liable as an employer or in any other capacity; and
- **b.** to any obligation to share damages with or repay someone else who must pay damages because of the injury.
- 7. Hired Persons

**Bodily Injury** to any hired person arising out of and in the course of the hired person's use of a **Covered Truck** 

8. Care, Custody or Control

Property Damage involving property owned or transported by the Named Insured or Policyholder in the Named Insured's care, custody or control

9. Operation of Mobile Equipment

Bodily Injury or Property Damage arising out of the operation of any Mobile Equipment

**10.** Completed Operations

Bodily Injury or Property Damage arising out of the Named Insured's work after that work has been completed or abandoned

In this exclusion, Named Insured's work means:

- a. Work or operations performed by the Named Insured or on his/her behalf; and
- **b.** Materials, parts or equipment furnished in connection with such work or operations.

Work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs a. or b. above.

Work will be deemed completed at the earliest of the following times:

- a. When all of the work called for in the Named Insured's contract has been completed;
- **b.** When all of the work to be done at the site has been completed if the **Named Insured's** contract calls for work at more than one site; or
- **c.** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

**11.** Pollution

**Bodily Injury** or **Property Damage** or clean up costs arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** 

However, this exclusion does not apply to fuels, lubricants, fluids, or other similar **Pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the **Truck** or its parts, if:

- a. The Pollutants escape, seep, migrate, or are discharged, dispersed or released directly from a Truck part contained in a Truck that is designed by its manufacturer to hold, store, receive or dispose of such Pollutants; and
- **b.** The discharge, dispersal, seepage, migration, release or escape of the **Pollutants** is caused directly by the upset, overturn or damage to a **Covered Truck** or attached **Covered Trailer**.
- 12. War

Bodily Injury or Property Damage due to war, whether or not declared, or any act or condition incident to war

War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

**13.** Parades, Races, Contests

Any **Covered Truck** or attached **Trailer** while being operated, maintained or used in any parade, race, speed or pulling event or contest

Coverage also does not apply to road testing of any **Covered Truck** modified for speed purposes including driving to and from a race or speed event or contest.

**14.** Frozen Waterways

Any **Covered Truck** or attached **Trailer** while being operated on a frozen waterway

**15.** Nuclear and Radioactive Activities

Bodily Injury or Property Damage caused by any form of nuclear or radioactive contamination or exposure

16. Punitive Damages

Any **Punitive Damage** award made by a court, mediator, arbitrator, state or agency within the United States

### C. LIMIT OF INSURANCE

The most **We** will pay for the total of all damages resulting from any one **Accident** is the **Combined Single Limit** of insurance for liability coverage shown on the **Declarations** and the **Certificate of Insurance** for a single **Covered Truck** or **Trailer**.

All **Bodily Injury** and **Property Damage** resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one **Accident**.

To the extent that coverage only applies under **Section One**, Part III, A 3 "Minimum Conformance Provisions" then the most **We** will pay is the minimum amount required by the financial responsibility laws of such jurisdiction, and then only after all other valid and collectible insurance available to the **Named Insured**, or which would be available to the **Named Insured** in the absence of this coverage, has been exhausted.

### PART IV - CONDITIONS SPECIFIC TO SECTION ONE NON-TRUCKING COVERAGE

The insurance provided by Section One is subject to the following conditions:

### A. NAMED INSURED'S DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS.

- 1. In the event of an Accident, claim, Suit or Loss, the Named Insured must give Us or Our authorized representative prompt notice of the Accident or Loss including:
  - a. how, when and where the Accident or Loss occurred;
  - b. the Named Insured's name and address; and
  - c. to the extent possible, the names and addresses of any injured persons and witnesses.
- 2. Additionally, the Named Insured and any other involved Named Insured must:
  - a. assume no obligation, make no payment and/or incur no expense without **Our** consent, except at the **Named Insured's** own cost;
  - **b.** immediately send **Us** copies of any request, demand, order, notice, summons or legal paper received concerning the claim or **Suit**;
  - c. cooperate with Us in the investigation or settlement of the claim or defense against the Suit;
  - d. authorize Us to obtain medical records or other pertinent information; and
  - e. submit to examination, at **Our** expense, by physicians of **Our** choice, as often as **We** reasonably require.

### B. TWO OR MORE COVERAGE FORMS OR POLICIES

If any other coverage form or policy issued to the **Named Insured** by **Us** apply to the same **Accident**, the **Combined Single Limit** of insurance under all the coverage forms or policies will not exceed the highest **Combined Single Limit** of insurance under any one coverage form or policy.

#### C. OTHER INSURANCE

- 1. For any **Covered Truck**, the insurance provided by **Non-Trucking** coverage is primary insurance. However, while a **Trailer** is connected to a **Covered Truck**, the liability coverage provided under this **Policy** for the **Trailer** is:
  - a. excess while it is connected to a Truck the Named Insured does not own; and
  - **b.** primary while it is connected to a **Covered Truck** the **Named Insured** owns.
- 2. When Section One Coverage and any other coverage form, policy or self-insurance covers on the same basis, either as excess or primary, We will pay only Our share. Our share is the proportion that the Combined Single Limit of insurance of Section One bears to the total of the limits of all the coverage forms, policies or self-insurance covering on the same basis.

#### D. SUBROGATION

If You or the Named Insured have rights to recover all or part of any payment We have made under this Policy from a Third Party, those rights are transferred to Us. You or the Named Insured must do nothing to impair or prejudice Our rights. Your obligations, as well as those of the Named Insured under this provision shall survive the cancellation of this Policy.

#### E. LEGAL ACTION AGAINST US

No one may bring a legal action against **Us** under this **Policy** unless there has been full compliance with all of the terms of this **Policy**.

No one may bring a legal action against **Us** under this **Policy** unless it has been determined that the **Named Insured** has a legal obligation to pay and/or until the amount of that obligation has been finally determined by a judgment after an actual trial.

No one has the right under this **Policy** to bring **Us** into an action to determine the **Named Insured's** liability.

### PART V – UNINSURED (UM)/UNDERINSURED (UIM) MOTORIST COVERAGE AND PERSONAL INJURY PROTECTION (PIP) (NO-FAULT) COVERAGE

Section One Coverage will include the minimum statutory Combined Single Limit of the Uninsured and/or Underinsured Motor Vehicle Coverage and/or Personal Injury Protection (No Fault) Coverage required by applicable law, unless the Named Insured rejects such coverage, if allowed by the applicable state, or selects other coverage, which will not exceed the Policy Limits as indicated on the Declarations.

No one will be entitled to receive duplicate payments for the same elements of **Loss** under this **Section One Coverage**.

In no event will Uninsured and/or Underinsured Motor Vehicle Coverage and/or Personal Injury Protection (No Fault) Coverage be afforded unless the Covered Truck is engaged in a Non-Trucking activity.

Under UM, UIM and PIP (No-Fault), coverage is extended to the Named Insured's authorized family members while the Covered Truck is engaged in a Non-Trucking activity, but only to the extent required by law.

### SECTION TWO VEHICLE PHYSICAL DAMAGE INSURANCE COVERAGE

In return for payment of the premium and subject to all of the terms of **Section Two Coverage**, **We** agree with **You** as follows:

### PART I – COVERED TRUCKS AND TRAILERS

Only those **Trucks** and **Trailers** that the **Named Insured** owns or leases that are listed on the **Schedule** and described on the **Certificate of Insurance** are **Covered Trucks** and **Covered Trailers**.

### PART II - WHEN AND WHERE SECTION TWO COVERAGE APPLIES

1. When Section Two Coverage applies:

Section Two Coverage applies to Losses that occur within the Policy Period shown on the Declarations.

2. Where Section Two Coverage applies:

**Section Two Coverage** applies in the United States of America, its territories or possessions, Puerto Rico, Canada and twenty-five miles into Mexico from the United States' border.

#### PART III – PHYSICAL DAMAGE COVERAGE

### A. WHAT WE WILL PAY – SUBJECT TO EXCLUSIONS

- 1. We will pay for Loss to Covered Trucks and Covered Trailers.
- 2. We will pay reasonable towing and /or storage charges (including related labor and debris removal\* charges) for a Covered Truck and/or Covered Trailer that result from a covered Loss subject to the applicable Deductible. The most We will pay for the combination of towing and storage charges is the greater of 10% of the Actual Cash Value (ACV); 10% of the Stated Amount of the Covered Truck and/or Covered Trailer; or \$10,000. This provision only applies to a Covered Truck and/or Covered Trailer that is inoperable for normal road use due to a covered Loss.

Example: The **Covered Truck** is inoperable, but there is no damage to the **Covered Trailer**. Only charges for the **Covered Truck** will be covered.

### **Towing**

We will pay to tow the **Covered Truck** and/or **Covered Trailer** from the scene of a covered **Loss** to the nearest capable repair or holding facility.

### <u>Storage</u>

We will pay those storage charges which are:

- 1. Due and payable at the time **We** offer payment for the **Loss** to a **Covered Truck** and/or **Covered Trailer** in accordance with the terms and conditions of the **Policy**; or
- 2. Due and payable at the time We agree to movement of a Covered Truck and/or Covered Trailer to another place of repair.

We will not pay for storage charges unless the **Named Insured** has exercised reasonable diligence to minimize the duration and costs of the storage.

\* Debris removal refers to removal of the parts and debris of the parts of the **Covered Truck** and/or **Covered Trailer**. Debris removal excludes any debris which is not a part of the **Covered Truck** and/or **Covered Trailer**.

### **B. SECTION TWO COVERAGE EXCLUSIONS**

Section Two Coverage does not apply to:

- 1. Wear and tear, freezing, mechanical or electrical breakdown
- 2. Blowouts, punctures or other road damage to tires
- 3. Loss caused by declared or undeclared war or any act or condition incident to war

War includes civil war, insurrection, rebellion or revolution.

- 4. Loss caused by the explosion of a nuclear weapon or its consequences, or any radioactive contamination or exposure
- 5. Loss to items, personal property and equipment such as laptop computers, software and data, cell phones, microwave ovens, CB radios, tools, TV's, CD and video players not permanently installed and mounted in a **Covered Truck**
- 6. Loss of or damage to load securing equipment such as ramps, chains, tarps, side kits, stakes, binders or straps
- 7. Loss to fuel or fluids
- 8. Loss caused due to actions by or at the direction of the **Named Insured** and anyone acting at the direction of or on behalf of the **Named Insured** committed with the intent to cause a **Loss**
- **9.** Loss caused by conversion, embezzlement or secretion by any person who had obtained lawful possession from the **Named Insured**, or someone on his/her behalf
- **10.** Loss caused by radioactive, biological, (including decomposed humans or animals) or chemical contamination
- 11. Loss due to Diminution in Value
- 12. Loss caused by fungus or mold
- **13.** Damage that results from loads that exceed a **Trailer's** load/weight specifications
- 14. Loss to a Covered Truck or Covered Trailer if the Truck or Trailer is left unattended for thirty (30) or more consecutive days. For purposes of this exclusion, unattended means a Truck or Trailer that has not been operated, inspected or serviced by the Named Insured or someone on his/her behalf
- 15. Loss caused due to operating a Covered Truck or Covered Trailer on frozen waterways

### C. LIMIT OF INSURANCE

- 1. At Our option, We may:
  - a. pay to repair a damaged Truck and/or Trailer; or
  - b. pay to replace a damaged or stolen Truck and/or Trailer.
- 2. The most **We** will pay for **Loss** is the lesser of the following amounts minus any applicable **Deductible** shown on the **Declarations** and the **Certificate of Insurance**:
  - a. the cost of repairing the damaged Truck and/or Trailer with parts of like kind or quality. If the parts used in a repair are superior to the parts damaged in a Loss, We may deduct an appropriate allowance for betterment;
  - b. the Actual Cash Value of the damaged or stolen Truck and/or Trailer at the time of Loss; or
  - c. the Stated Value, as shown on the Schedule and the Certificate of Insurance.
- 3. The Deductible amount, if any, is stated on the Declarations and the Certificate of Insurance. The Deductible will apply separately to each Loss. Only the Truck Deductible will apply if a Trailer is attached to a Truck, both units incur damage from the same Loss, and We insure both the Truck and Trailer.

### PART IV – CONDITIONS SPECIFIC TO SECTION TWO VEHICLE PHYSICAL DAMAGE COVERAGE

The insurance provided by **Section Two** is subject to the following conditions:

### A. DUTIES OF THE NAMED INSURED IN THE EVENT OF A LOSS

- 1. The **Named Insured** must promptly notify **Us** or **Our** authorized representative of any **Loss** and provide **Us** with:
  - a. how, when and where the Loss occurred;
  - b. assistance in obtaining the names and addresses of any witnesses; and
  - c. cooperation in all matters relating to **Our** investigation of the **Loss**.
- 2. Additionally, the Named Insured must:
  - **a.** not, except at **Named Insured's** own cost, voluntarily make any payment, assume any obligation or incur any expense;
  - **b.** permit **Us** to inspect and appraise damages to a **Covered Truck** and/or **Covered Trailer** before its repair or disposition;
  - c. do what is reasonably necessary after Loss at Our expense to protect the Covered Truck and/or Covered Trailer from further Loss;
  - d. promptly notify the police if the Covered Truck and/or Covered Trailer or any of its equipment is stolen or vandalized. The Named Insured must cooperate fully with all law enforcement agencies investigating a Loss; and
  - e. as often as We may require, the **Named Insured** must submit to examinations under oath by any person named by **Us** and sign the transcript of the examinations.

### **B. OTHER INSURANCE**

- 1. Primary insurance coverage is provided for any **Covered Truck** or **Covered Trailer** the **Named Insured** owns.
- 2. Excess insurance coverage over other collectible insurance is provided for any **Covered Truck** or **Covered Trailer** the **Named Insured** does <u>not</u> own.

When two or more insurers cover a **Loss** on the same basis, **We** will pay only **Our** share. **Our** share is the proportion that the limit of **Section Two Coverage** bears to the total limits of all the policies covering on the same basis.

### C. OUR RIGHT TO RECOVER FROM OTHERS

If **We** make any payment, **We** are entitled to recover what **We** paid from other parties responsible for the **Loss**. Any person whom **We** pay for **Loss** must transfer to **Us** his or her rights of recovery against any other party and cooperate with **Us** in **Our** pursuit of such rights.

### D. LEGAL ACTION AGAINST US

No one may bring a legal action against **Us** under this **Policy** unless there has been full compliance with all of the terms of this **Policy**.

### E. NO ABANDONMENT

The **Named Insured** may not abandon any **Covered Truck** or **Covered Trailer** or damaged property to **Us**.

### F. NO BENEFIT TO BAILEE

We will not recognize any assignment nor grant any coverage for the benefit of any person or organization holding, servicing, storing or transporting a **Covered Truck** or **Covered Trailer** for a fee regardless of any other provision.

### G. APPRAISAL

- 1. If the Named Insured and We fail to agree as to the amount of Loss, either may demand an appraisal of the Loss. In such event, the Named Insured and We will each select a competent and disinterested appraiser. The appraisers will state separately the Actual Cash Value of the Covered Truck and/or Covered Trailer involved in the Loss, and failing to agree, will submit their differences to an umpire selected by agreement of the appraisers. An award in writing of any two will determine the amount of Loss. The Named Insured and We will each pay Our own appraiser and equally pay the umpire and all other expenses of the appraisal.
- 2. We will not be held to have waived any of Our rights by any act relating to appraisal.

#### H. LOSS PAYABLE CLAUSE - LENDER'S RIGHTS AND DUTIES

Payment for Loss or damage will be to the **Named Insured**, and the Loss Payee named on the **Schedule** and the **Certificate of Insurance** as their interest may appear.

No act or omission, other than non-payment of premium, by the **Named Insured** will invalidate coverage on behalf of the **Loss Payee**. However, **We** will not pay for conversion, embezzlement or secretion by any person who had obtained lawful possession from the **Named Insured** or someone on the **Named Insured's** behalf. Where the **Named Insured** fails to pay any premium due, the **Loss Payee** must, on demand by **Us**, pay that premium.

The Loss Payee must tell Us of any change in ownership or increase in hazard about which the Loss Payee has knowledge.

If We are required to pay the Loss Payee for Loss or damage for which We would not have been required to pay the Named Insured, We are entitled to a full or partial assignment (whichever the case may be) of the Loss Payee's rights as set forth in the security instrument. At Our option, We may pay the Loss Payee's unpaid balance and receive a full assignment and transfer of the mortgage or other security agreement and all other securities with respect to the loan transaction. In no event will Our right to recover payment impair the right of the Loss Payee to recover the entire amount of its claim.

Where a payment of any nature becomes due under this **Policy**, **We** may, but are not obligated to, make separate payments to each party at interest, provided that **We** protect the interests of all parties.



**Policy Number:** 794–00–03–26

Policyholder: BUCHHEIT TRUCKING SERVICE INC

### ADMINISTRATIVE CHANGE ENDORSEMENT # 1

It is hereby understood and agreed that as of the effective date indicated above, the following change(s) is (are) made to this **Policy**:

It is hereby understood and agreed that as of the effective date indicated above, the following changes are made to SECTION TWO - VEHICLE PHYSICAL DAMAGE INSURANCE COVERAGE of this Policy in consideration of an additional premium of \$70.00 per month per Non-Scheduled Trailer:

I. PART I - COVERED TRUCKS AND TRAILERS is expanded to include certain Trailers owned by the Policyholder and leased by the Named Insured, but not listed on the Schedule or described on the Certificate of Insurance, when such

Non-Scheduled Trailer is attached to a Named Insured's Covered Truck.

II. With regard to item 2. of section C. LIMIT OF INSURANCE as found in

PART III-PHYSICAL DAMAGE COVERAGE, the following is added:

 The most We will pay for Loss to a Non-Scheduled Trailer when it is attached to a Named Insured's Covered Truck, is the lesser of the following

amounts minus any applicable Deductible shown on the Declarations:

a. the cost of repairing the damaged Non-Scheduled Trailer with parts of like kind or quality. If the parts used in a repair are superior to the

damaged in a Loss, We may deduct an appropriate allowance for betterment;

- b. the Actual Cash Value of the damaged Non-Scheduled Trailer at the time of Loss; or
- c. \$75,000.

or

III. All other references to Covered Trailers throughout SECTION TWO -VEHICLE PHYSICAL DAMAGE INSURANCE COVERAGE shall include Non-Scheduled Trailers.

Except for the above, this Endorsement does not vary, alter, waive, or extend any of the terms of the Policy to which it is attached.



**Policy Number**: 794–00–03–26

Policyholder: BUCHHEIT TRUCKING SERVICE INC

### ADMINISTRATIVE CHANGE ENDORSEMENT # 2

It is hereby understood and agreed that as of the effective date indicated above, the following change(s) is (are) made to this **Policy**:

### MECHANICAL BREAKDOWN COVERAGE

We will reimburse the Named Insured for certain expenses incurred due to the mechanical breakdown of his or her Covered Truck and/or Covered Trailer as follows:

- towing to any facility chosen to a maximum of \$5,000;
- any labor performed on the Covered Truck and/or Covered Trailer at the place of disablement to a maximum of \$500;

This Mechanical Breakdown Coverage is subject to a Deductible of \$250 per Loss.

Additional Definition for Purposes of this Endorsement

Mechanical Breakdown means the failure or breakdown of any mechanical part or instrument, necessary for operation of a Covered Truck and/or Covered Trailer, which renders that Covered Truck and/or Covered Trailer disabled.

Except for the above, this Endorsement does not vary, alter, waive, or extend any of the terms of the Policy to which it is attached.



**Policy Number:** 794–00–03–26

Policyholder: BUCHHEIT TRUCKING SERVICE INC

### ADMINISTRATIVE CHANGE ENDORSEMENT # 3

It is hereby understood and agreed that as of the effective date indicated above, the following change(s) is (are) made to this **Policy**:

TOWING AND/OR STORAGE BENEFIT INCREASED MAXIMUM

The second sentence of the first paragraph in PART III PHYSICAL DAMAGE COVERAGE A.2. in SECTION TWO - VEHICLE PHYSICAL DAMAGE INSURANCE COVERAGE, is deleted and replaced with the following:

The most We will pay for the combination of towing and storage charges is the greater of 10% of the Actual Cash Value (ACV); 10% of the stated amount of the Covered Truck and/or Covered Trailer; or \$20,000.



**Policy Number:** 794–00–03–26

Policyholder: BUCHHEIT TRUCKING SERVICE INC

### ADMINISTRATIVE CHANGE ENDORSEMENT # 4

It is hereby understood and agreed that as of the effective date indicated above, the following change(s) is (are) made to this **Policy**:

#### LEASE/FINANCE AGREEMENT GAP COVERAGE

If a Covered Truck and/or Covered Trailer is a total Loss, We will pay the lesser of: 1) the outstanding Financial Obligation under a Finance Agreement for the Covered Truck and/or Covered Trailer at the time of Loss, subject to the Exclusion listed below; or 2) the Stated Amount shown on the Certificate of Insurance.

Limits and applicable Deductibles, if any, are shown on the Declarations and the Certificate of Insurance.

Exclusions: At the time of Loss, We will not pay any of the following:

- overdue Finance Agreement payments, finance charges, late fees, or unearned interest;
- 2. penalties for pre-payment;
- 3. penalties for excessive use or abnormal wear;
- 4. security deposits not normally refunded under the Finance Agreement by the lessor or lender;
- 5. cost of Finance Agreement related products such as, but not limited to, extended warranties, premium for credit life insurance, health insurance, accident insurance or disability insurance purchased by the Named Insured;
- 6. carry over of a balance or balances from the Named Insured's other finance agreements not associated with the Covered Truck and/or Covered Trailer;
- 7. unpaid principal included in the outstanding Finance Agreement balance not used for the purchase of the Covered Truck and/or Covered Trailer.

Definitions:

Finance Agreement means a written lease or loan contract the Named Insured has entered into to lease or purchase a Covered Truck and/or Covered Trailer.

Financial Obligation means the amount owed by the Named Insured under a Finance Agreement specifically for the Covered Truck and/or Covered Trailer,



**Policy Number:** 794–00–03–26

Policyholder: BUCHHEIT TRUCKING SERVICE INC

### ADMINISTRATIVE CHANGE ENDORSEMENT # 4

It is hereby understood and agreed that as of the effective date indicated above, the following change(s) is (are) made to this **Policy**: not including other line items at the time of Loss, and subject to the above Exclusions.



**Policy Number**: 794-00-03-26

Policyholder: BUCHHEIT TRUCKING SERVICE INC

### LOAN GAP ENDORSEMENT # 5

It is hereby understood and agreed that if a **Covered Truck** and/or **Covered Trailer** is a total **Loss**, **We** will pay the greater of the **Actual Cash Value** or the amount necessary to satisfy any lien pay-off balance up to the Stated Amount shown on the **Certificate of Insurance**.

Limits and applicable **Deductibles**, if any, are shown on the **Declarations** and the **Certificate of Insurance**.



**Policy Number:** 794-00-03-26

Policyholder: BUCHHEIT TRUCKING SERVICE INC

### EXTENDED REPAIR TIME ENDORSEMENT # 6

It is hereby understood and agreed that **We** will pay the monthly indemnity shown on the **Declarations** and the **Certificate of Insurance** in the event a **Covered Truck** and/or **Covered Trailer** becomes inoperable due to a covered **Loss**. Indemnity will accrue and be payable from the 15th day after the date a **Loss** is reported to the company except in the event of theft. If a theft occurs, indemnity will accrue and be payable from the 15th day after a **Covered Truck** and/or **Covered Truck** and/or **Covered Truck**.

In no event will indemnity accrue or be payable until the **Named Insured** gives written authorization for the **Covered Truck** and/or **Covered Trailer** to be repaired.

We will make indemnity payments until the **Covered Truck** and/or **Covered Trailer** is in its normal operable condition, but not longer than 180 days. Any indemnity for part of a month will be payable at a daily rate of 1/30 of the monthly indemnity.

The coverage provided by this endorsement does not apply in the event of a total Loss.

Limits and applicable **Deductibles**, if any, are shown on the **Declarations** and the **Certificate of Insurance**.



**Policy Number**: 794-00-03-26

Policyholder: BUCHHEIT TRUCKING SERVICE INC

### TRUCK RENTAL REIMBURSEMENT ALLOWANCE ENDORSEMENT # 7

It is hereby understood and agreed that **We** will reimburse the **Named Insured** for up to \$100.00 per day, for up to 14 days, for a replacement **Truck** rental if a **Covered Truck** and/or **Covered Trailer** is involved in a covered **Loss** and becomes inoperable.

Limits and applicable **Deductibles**, if any, are shown on the **Declarations** and the **Certificate of Insurance**.



Policy Number: 794-00-03-26

Policyholder: BUCHHEIT TRUCKING SERVICE INC

### **SPECIAL EQUIPMENT ENDORSEMENT # 8**

It is hereby understood and agreed that **We** will provide limited coverage, as shown on the **Declarations** and the **Certificate of Insurance**, for Chains, Tarps, Stakes, Binders and Straps while they are being used in connection with the **Covered Truck** and/or **Covered Trailer** described on the **Schedule** and the **Certificate of Insurance**.

Such items will be insured against:

- 1. fire, lightning and explosions;
- 2. theft, malicious mischief, and vandalism.(Police notification required);
- 3. collisions; and
- **4.** windstorms, hail, earthquakes, tornados, and floods.

Limits and applicable **Deductibles**, if any, are shown on the **Declarations** and the **Certificate of Insurance**.



**Policy Number**: 794-00-03-26

Policyholder: BUCHHEIT TRUCKING SERVICE INC

### **PERSONAL CONTENTS ENDORSEMENT # 9**

It is hereby understood and agreed that **We** will provide coverage for personal property within the **Covered Truck** and/or **Covered Trailer** described on the **Schedule** and the **Certificate of Insurance**. This coverage is excess of any other collectible insurance.

Such personal property will be insured against:

- 1. fire, lightning and explosions;
- 2. theft, malicious mischief, and vandalism.(the Named Insured must notify the police);
- 3. collisions; and
- 4. windstorms, hail, earthquakes, tornados, and floods.

The following property is <u>not</u> covered by this Endorsement:

- Money, payment cards (including, but not limited to, debit cards, credit cards, fuel cards, gift cards) coins, securities, checks, cashier's checks, money orders, travelers checks, and other negotiable instruments, accounts, deeds, evidences of debt, letters of credit, notes, bank notes, manuscripts, passports, tickets, and medals including any of these that are part of a collection, and other collectibles;
- Stamps, trading cards, and comic books;
- Firearms, furs, jewelry, gold ware and silverware;
- Animals, birds and fish;
- Books of account, abstracts, drawings, business records, log books, and data stored on computers, and related computer storage equipment and devices;

Claims are settled under this coverage on the basis of replacement cost if the item is replaced with a comparable or like item, or **Actual Cash Value** if the item is not replaced.

Limits and applicable **Deductibles** are shown on the **Declarations** and the **Certificate of Insurance**.



## **EXECUTION OF OFFICERS' SIGNATURES**

In Witness Whereof, we have caused this Policy to be executed and attested.

Kara BBaun

Secretary

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