

Pennsylvania Public Utility Commission
PO Box 3265
Harrisburg, PA 17105-3265
(717) 787-1227

Application for Motor Common Carrier of Property

Please complete all parts of the following application. For questions, please call the Commission at (717) 787-3834.

1. **Legal Name of Applicant** (Individual, Partnership, LP, LLP, Corporation, or LLC)

Greiner Industries, Inc.

2. **Trade Name** (if using a fictitious trade name, it must be registered with the Dept. of State)

(none)

Fictitious name and Registration number (if applicable)

(not applicable)

3. **Physical Address** (do not use PO Box)

1650 Steel Way

Street Address

Mt. Joy, PA 17552

City, State and Zip Code

717-653-8111

Telephone Number

Lancaster

County

4. **Mailing Address** (if different from Physical Address)

Street Address

City, State and Zip Code

5. **Attorney** (if applicable)

Barbara A. Darkes (717) 237-5381

Attorney's Name & Telephone Number for this Filing

100 Pine St., P.O. Box 1166, Harrisburg, PA 17108

Attorney's Address

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BUREAU OF
TECHNICAL UTILITY SERVICES
2011 OCT -3 AM 11:48

SECRETARY'S BUREAU
PA PUC

2011 OCT -3 PM 12:29

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6. **Does applicant currently hold or has ever held PA PUC authority?**

Yes No (circle one) Prior to 1995

If yes, PUC NO. A- unknown

7. **What type of commodity do you intend to transport?**

Steel plate, structural materials, wood trusses and other items appropriate for flat bed hauling

8. **Are you one of the following? If yes, check below.**

Individual

Partnership

9. **Are you a business entity registered with the PA Department of State? Yes**

If YES, please check below the type of business that applies to this Application and provide the Entity ID Number given to you by the PA Department of State:

Limited Partnership

Corporation Bureau Entity ID Number

Limited Liability Partnership

Corporation Bureau Entity ID Number

Limited Liability Company

Corporation Bureau Entity ID Number

Corporation - For Profit

691868

Corporation Bureau Entity ID Number

Corporation – Nonprofit

Corporation Bureau Entity ID Number

Fictitious Name (if applicable)

If NO, contact the PA Department of State and apply according to how you will do business in PA:

PA Corporations (Profit or Non- - File for Articles of Incorporation Profit)

Foreign Corporations - File for a Certificate of Authority

- PA Limited Partnerships,
Limited Liability Partnerships,
Limited Liability Companies - File for an Application of Registration

- Fictitious Name Registration - File only if Trade Name will be different
than the business name you register with
the Department of State

10. **Attachment Checklist**

- Individual: Certified Check, money order, or check from attorney
 Copy of Current Safety Rating (if available)

- Partnership: Certified Check, money order, or check from attorney
 List of names and addresses of ALL Partners
 Copy of Current Safety Rating (if available)

- Limited Partnership: Corporation Bureau Entity Number as entered above in #9

 Certified Check, money order, or check from attorney
 List of names and addresses of ALL Partners
 Copy of Current Safety Rating (if available)

- Limited Liability Partnership: Corporation Bureau Entity Number as entered above in #9

 Certified Check, money order, or check from attorney
 List of names and addresses of ALL Partners
 Copy of Current Safety Rating (if available)

- Limited Liability Company: Corporation Bureau Entity Number as entered above in #9

 Certified Check, money order, or check from attorney
 List of names and addresses of ALL Members and Title of
each Member (even if only one member)
 Copy of Current Safety Rating (if available)

- Corporation - For Profit: Corporation Bureau Entity Number as entered above in #9

 Certified Check, money order, or check from attorney
 List of ALL Corporate Officers and Titles, name of each
Shareholder and distribution of shares
 Copy of Current Safety Rating (if available)

- Corporation - Non-Profit: Corporation Bureau Entity Number as entered above in #9

 Certified Check, money order, or check from attorney
 List of ALL Corporate Officers and Titles and those serving on
Board of Directors
 Copy of Current Safety Rating (if available)

[] Copy of Current Safety Rating (if available)

11. **Certification**

Applicant certifies that it is not now engaged in intrastate transportation of property for compensation between points in Pennsylvania without Pennsylvania Public Utility Commission authorization and will not engage in said transportation not previously authorized by the Pennsylvania Public Utility Commission unless and until such authorization is obtained.

Applicant further certifies that it understands the requirements of the Pennsylvania Public Utility Commission, especially as they relate to safety and insurance and that it may be subject to civil penalties, suspension or cancellation of the Certificate for failure to comply with Commission requirements.

Applicant further certifies that it understands that it is subject to an annual assessment based upon its reported gross Pennsylvania intrastate revenues; said assessment to help defray expenses incurred in regulating Motor Common Carriers of Property; and acknowledges that failure to report revenue and pay its annual assessment may result in civil penalties, suspension or cancellation of the Certificate.

You must sign the following Verification of Application.

Verification of Application

The verification of the application must be completed by the applicant appearing on Line 1 of the application by the named individual, all partners (if a partnership, LP, or LLP), a member (if LLC), or by any officer (if a corporation).

I/we hereby state that the statements made in this application are true and correct to the best of my/our knowledge and belief.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 Relating to Unsworn Falsification to Authorities.

Franklin B. Greiner Jr.

(Print Name)

Franklin B Greiner Jr

(Signature)

09/28/11

(Date)

PA PUC
SECRETARY'S BUREAU

2011 OCT -3 PM 12:29

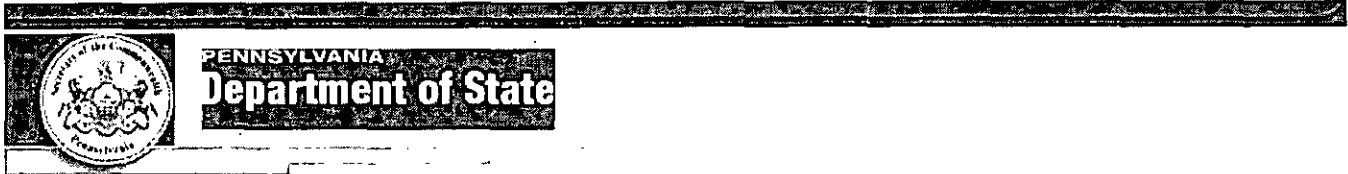
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List of Corporate Officers and Distribution of Shares

Franklin B. Greiner Jr., President, owner of 100% of the shares of Greiner Industries, Inc.

Lawrence Dalessandri, Vice-President

Elaine L Brady, Secretary



Corporations

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Business Entity Filing History

Date: 9/27/2011 (Select the link above to view the Business Entity's Filing History)

Business Name History

Name	Name Type
GREINER INDUSTRIES, INC.	Current Name

Business Corporation - Domestic - Information

Entity Number: 691868
Status: Active
Entity Creation Date: 8/17/1979
State of Business.: PA
Registered Office Address: RD 3 BOX 79 SOUTH SIDE OF RTE APPROX 1 MI E OF ELIZABETHTOWN ELIZABETHTOWN PA 17022-0 Lancaster
Mailing Address: No Address

Officers

Name: FRANKLIN E GREINER JR
Title: President
Address: 1650 STEELWAY DR MOUNT JOY PA 17552-36



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Commonwealth of PA Privacy Statement

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This SPECIAL MULTI-FLEX POLICY is provided by the stock insurance company(s) of The Hartford Insurance Group, shown below.

COMMON POLICY DECLARATIONS

POLICY NUMBER: 44 UEN OH1250
RENEWAL OF: NEW BUSINESS



Named Insured and Mailing Address: GREINER INDUSTRIES INC.
(No., Street, Town, State, Zip Code) 1650 STEEL WAY
MOUNT JOY, PA 17552

Policy Period: From 07/01/2011 To 07/01/2012
12:01 a.m. Standard Time at your mailing address shown above.

In return for the payment of the premium, and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy. The Coverage Parts that are of this policy are listed below. The Advance Premium shown may be subject to adjustment.

Total Advance Premium: \$86,433

Coverage Part and Insurance Company Summary	Advance Premium
COMMERCIAL AUTOMOBILE HARTFORD FIRE INSURANCE CO. HARTFORD, CT 06155	\$86,433

Form Numbers of Coverage Parts, Forms and Endorsements that are a part of this policy and that are not listed in the Coverage Parts.

HA0025 0204
SEE LISTINGS OF POLICY PROVISIONS AND ENDORSEMENTS

Agent/Broker Name: E K MCCONKEY & COMPANY INC 411176
2555 KINGSTON ROAD SUITE 100
YORK, PA 17402
Agency Code: MSI: 380 SIC: 3449

Countersigned by _____
(Where required by law) Authorized Representative Date

09/12/2011
Form HM 00 10 01 07

**COMMERCIAL AUTOMOBILE
COVERAGE PART - DECLARATIONS
BUSINESS AUTO COVERAGE FORM**



POLICY NUMBER: 44 UEN OH1250

This COMMERCIAL AUTOMOBILE COVERAGE PART consists of:

- A. This Declarations Form;
- B. *Business Auto Coverage Form*; and
- C. Any Endorsements issued to be a part of this Coverage Form and listed below.

ITEM ONE - NAMED INSURED AND ADDRESS

The Named Insured is stated on the Common Policy Declarations.

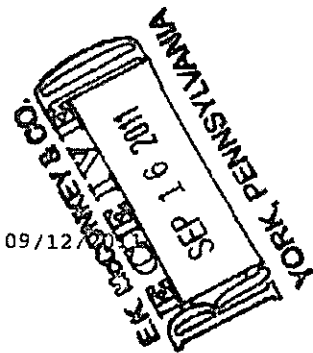
AUDIT PERIOD: ANNUAL

ADVANCE PREMIUM: \$86,433

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations."

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:

SEE LISTING OF POLICY PROVISIONS AND ENDORSEMENTS



**COMMERCIAL AUTOMOBILE.
 COVERAGE PART - DECLARATIONS
 BUSINESS AUTO COVERAGE FORM (Continued)**

POLICY NUMBER: 44 UEN OH1250

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the advance premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Advance Premium
LIABILITY	01	\$1,000,000	\$70,743
PERSONAL INJURY PROTECTION (or equivalent No-Fault coverage)	05	Separately stated in each Personal Injury Protection Endorsement.	*
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-Fault coverage)		Separately stated in each Added Personal Injury Protection Endorsement.	
OPTIONAL BASIC ECONOMIC LOSS (New York only)		\$25,000 each eligible Injured person.	
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in the Property Protection Insurance Endorsement.	
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		Separately stated in the Medical Expense and Income Loss Benefits Endorsement.	
AUTO MEDICAL PAYMENTS	02	\$5,000 or the limit separately stated for each "auto" in ITEM THREE.	*
UNINSURED MOTORISTS	06		
UNDERINSURED MOTORISTS (When not included in Uninsured Motorist Coverage)	06		

*INCLUDED IN COMPOSITE RATE

COMMERCIAL AUTOMOBILE
 COVERAGE PART - DECLARATIONS
 BUSINESS AUTO COVERAGE FORM (Continued)

POLICY NUMBER: 44 UEN OH1250

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS (Continued)

Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Advance Premium
PHYSICAL DAMAGE		See ITEM FOUR for hired or borrowed "autos".	
COMPREHENSIVE COVERAGE	02, 08	Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus any deductible shown in ITEM THREE for each covered "auto".	\$7,845
SPECIFIED CAUSES OF LOSS COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus deductible for each covered "auto" for "loss" caused by mischief or vandalism.	
COLLISION COVERAGE	02, 08	Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus any deductible shown in ITEM THREE for each covered "auto".	\$7,845
TOWING AND LABOR	03	\$50 or the amount separately stated for each "auto" in ITEM THREE, whichever is greater, for each disablement.	*

*TOWING & LABOR - PPT ONLY

* INCLUDED IN COMPOSITE RATE

Endorsement Premium
 (Not included above)

TOTAL ADVANCE PREMIUM: \$86,433

**COMMERCIAL AUTOMOBILE
 COVERAGE PART - DECLARATIONS
 BUSINESS AUTO COVERAGE FORM (Continued)**

POLICY NUMBER: 44 UEN OH1250

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

Applicable only if "Schedule of Covered Autos You Own" is issued to form a part of this Coverage Form.

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED AUTO COVERAGE AND PREMIUMS

LIABILITY COVERAGE

RATING BASIS IS COST OF HIRE. Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

State	Estimated Cost of Hire	Rate Per Each \$100 Cost of Hire	Advance Premium
	IF ANY	IF ANY	*
TOTAL ADVANCE PREMIUM:			*

ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY

Named Insured's Business	Rating Basis	Number	Advance Premium
Other than a Social Service Agency	Number of Employees Number of Partners	212	*
Social Service Agency	Number of Employees Number of Volunteers		
TOTAL ADVANCE PREMIUM:			*

* INCLUDED IN COMPOSITE RATE

Policy Number: 44 UEN OH1250



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LISTING OF POLICY PROVISIONS AND ENDORSEMENTS FORMING A PART OF THE POLICY AT ISSUE

The following is a listing of policy provisions and endorsements by Form Number and Title that form a part of the policy at issue:

	FORM NUMBER		TITLE
1	HM9901	11-85	INSTALLMENT PAYMENT PLAN
2	RS9931	03-00	PREMIUM COMPUTATION ENDORSEMENT (POWER UNITS)
3	IH1200	11-85	PREMIUM COMPUTATION DEDUCTIBLE INFORMATION ENDORSEMENT
4	CA2237	03-06	PENNSYLVANIA BASIC FIRST PARTY BENEFIT
5	CA9903	03-06	AUTO MEDICAL PAYMENTS COVERAGE
6	CA9923	12-93	RENTAL REIMBURSEMENT COVERAGE
7	CA0001	10-01	BUSINESS AUTO COVERAGE FORM
8	HA9916	09-10	COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT
9	HA9909	12-90	POLLUTION LIABILITY COVERAGE ALL COVERED AUTOS
10	CA2313	12-93	TRAILER INTERCHANGE FIRE AND THEFT COVERAGES
11	IL0021	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
12	IL0910	07-02	PENNSYLVANIA NOTICE

Form IH 12 00

(c) 1998 The Hartford Insurance Group

Policy Number: 44 UEN OH1250



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	FORM NUMBER		TITLE
13	IL0246	09-07	PENNSYLVANIA CHANGES - CANCELLATION AND NONRENEWAL
14	IL0017	11-98	COMMON POLICY CONDITIONS
15	HA9926	04-06	WAR EXCLUSION
16	CA0180	09-97	PENNSYLVANIA CHANGES
17	HA0024	12-90	CHANGES IN HIRED CAR PHYSICAL DAMAGE - LIMIT OF INSURANCE
18	G-3418-0		PRODUCER COMPENSATION NOTICE
19	IH9940	04-09	U.S. DEPT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
20	IH9941	04-09	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

POLICY NUMBER: 44 UEN OH1250



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSTALLMENT PAYMENT PLAN

We and you agree that you will pay the premium in installments as shown below:

Date	Premium	Date	Premium
07/01/2011	\$21,609		
10/01/2011	\$21,608		
01/01/2012	\$21,608		
04/01/2012	\$21,608		



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM COMPUTATION ENDORSEMENT (POWER UNITS)

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

It is agreed that the following is added to the Premium Audit Condition (Section IV):

The Advance Premium set forth in the Declarations is adjustable, and is only an estimated premium for the Audit Period set forth in the Declarations.

The final premium for the Audit Period shall be determined as specified in paragraph a. of the Premium Audit Condition (Section IV).

The Audit Premium referred to in such paragraph a. shall be computed as follows:

1. Compute the monthly average by taking the average of the number of power units on the first and last day of each month;
2. Then take the monthly average of power units and multiply by the composite rate;
3. The premium generated in 2. above shall be further modified by multiplying by the appropriate monthly pro-rata factor.

You shall maintain a record of all power units including purchase date and the date any power unit is deleted. You shall also maintain a record of all power units leased for six months or longer.

COVERAGE	CLASS CODE	DESCRIPTION SYMBOL (REFER TO DESCRIPTION SCHEDULE)	STATE(S)	PREMIUM BASE (EST. NO. OF POWER UNITS)	COMPOSITE RATE	ESTIMATED PREMIUM
ALL LIABILITY COVERAGES		ALL	PA	98	721.87	\$70,743

COVERAGE	CLASS CODE	DESCRIPTION SYMBOL (REFER TO DESCRIPTION SCHEDULE)	STATE(S)	PREMIUM BASE (EST. NO. OF POWER UNITS)	COMPOSITE RATE	ESTIMATED PREMIUM
ALL PHYSICAL DAMAGE COVERAGES		ALL	PA	131	119.77	\$15,690

PHYSICAL DAMAGE DEDUCTIBLES APPLICABLE:

SEE COMPREHENSIVE DEDUCTIBLE

I#1200 COLLISION DEDUCTIBLE

TOTAL ESTIMATED PREMIUM \$86,433

DESCRIPTION SCHEDULE:

SYMBOL	DESCRIPTION	WEIGHT
PPT	Private Passenger Types	N/A
LT	Light Trucks	(0 - 10,000 lbs. GVW)
MT	Medium Trucks	(10,001 - 20,000 lbs. GVW)
HT	Heavy Trucks	(20,001 - 45,000 lbs. GVW)
XHT	Extra Heavy Trucks	(Over 45,000 lbs. GVW)
TT	Truck Tractors	(0 - 45,000 lbs. GVW)
XHTT	Extra Heavy Truck Tractors	(Over 45,000 lbs. GVW)
ST	Semi Trailers	N/A
T	Trailers	N/A
SUT	Service Utility Trailers	(0 - 2,000 lbs. GVW)
OTH	Other Type(s) Not Described Above:	

POLICY NUMBER: 44 UEN OH1250



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM COMPUTATION DEDUCTIBLE INFORMATION
ENDORSEMENT

\$250 COMPREHENSIVE DEDUCTIBLE - (PER VEHICLE)
\$500 COLLISION DEDUCTIBLE - (PER VEHICLE)

HIRED AUTOMOBILE PHYSICAL DAMAGE DEDUCTIBLES

\$250 COMPREHENSIVE DEDUCTIBLE - (PER VEHICLE)
\$500 COLLISION DEDUCTIBLE - (PER VEHICLE)

EXCEPT THE FOLLOWING:

TRUCK TRACTORS INCLUDING ATTACHED TRAILERS:

\$1,000 COMPREHENSIVE DEDUCTIBLE
\$1,000 COLLISION DEDUCTIBLE

PRIVATE PASSENGER VEHICLES ACV \$40,001 - \$50,000:

\$2,500 COMPREHENSIVE DEDUCTIBLE
\$2,500 COLLISION DEDUCTIBLE

PRIVATE PASSENGER VEHICLES ACV OVER \$50,000:

\$5,000 COMPREHENSIVE DEDUCTIBLE
\$5,000 COLLISION DEDUCTIBLE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PENNSYLVANIA BASIC FIRST PARTY
BENEFIT**

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Pennsylvania, this endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: GREINER INDUSTRIES INC.
Endorsement Effective Date: 07/01/2011
Countersignature Of Authorized Representative
Name: Title: Signature: Date:

SCHEDULE

Benefits	Limit Of Insurance
Medical Expense Benefits	Up to \$5,000 per Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. COVERAGE

We will pay Basic First Party Benefits in accordance with the "Act" to or for an "Insured" who sustains "bodily injury" caused by an "accident" arising out of the maintenance or use of an "auto".

BENEFITS

Subject to the limit shown in the Schedule or Declarations, the Basic First Party Benefits consists of Medical Expense Benefits. These benefits consist of reasonable and necessary medical expenses incurred for an "Insured's":

1. Care;
2. Recovery; or
3. Rehabilitation.

This includes remedial care and treatment rendered in accordance with a recognized religious method of healing.

Medical expenses will be paid if incurred within 18 months from the date of the "accident" causing "bodily injury". If within 18 months from the date of the "accident" causing "bodily injury" it is ascertainable with reasonable medical probability that further expenses may be incurred as a result of the "bodily injury", medical expenses will be paid without limitation as to the time such further expenses are incurred.

B. WHO IS AN INSURED

1. You.
2. If you are an individual, any "family member".
3. Any person while "occupying" a covered "auto".
4. Any person while not "occupying" an "auto" if injured as a result of an "accident" in Pennsylvania involving a covered "auto".

If a covered "auto" is parked and unoccupied, it is not an "auto" involved in an "accident" unless it was parked in a manner as to create an unreasonable risk of injury.

C. EXCLUSIONS

We will not pay First Party Benefits for "bodily injury":

1. Sustained by any person injured while intentionally causing or attempting to cause injury to himself or herself or any other person.
2. Sustained by any person while committing a felony.
3. Sustained by any person while seeking to elude lawful apprehension or arrest by a law enforcement official.
4. Sustained by any person while maintaining or using an "auto" knowingly converted by that person. However, this exclusion does not apply to:
 - a. You; or
 - b. Any "family member."
5. Sustained by any person who, at the time of the "accident":
 - a. Is the owner of one or more currently registered "autos" and none of those "autos" is covered by the financial responsibility required by the "Act"; or
 - b. Is "occupying" an "auto" owned by that person for which the financial responsibility required by the "Act" is not in effect.
6. Sustained by any person maintaining or using an "auto" while located for use as a residence or premises.
7. Sustained by a pedestrian if the "accident" occurs outside of Pennsylvania. This exclusion does not apply to:
 - a. You; or
 - b. Any "family member".
8. Sustained by any person while "occupying":
 - a. A recreational vehicle designed for use off public roads; or
 - b. A motorcycle, moped or similar type vehicle.
9. Arising directly or indirectly out of:
 - a. A discharge of a nuclear weapon (even if accidental);
 - b. War, including undeclared or civil war;
 - c. 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
 - d. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

10. From or as a consequence of the following whether controlled or uncontrolled or however caused:

- a. Nuclear reaction;
- b. Radiation; or
- c. Radioactive contamination.

D. LIMIT OF INSURANCE

1. Regardless of the number of covered "autos," premiums paid, claims made, "autos" involved in the "accident" or Insurers providing First Party Benefits, the most we will pay to or for an "Insured" as the result of any one "accident" is the limit shown in the Schedule or in the Declarations.
2. Any amount payable under First Party Benefits shall be excess over any sums paid, payable or required to be provided under any workers' compensation law or similar law.

E. CHANGES IN CONDITIONS

The Conditions are changed for First Party Benefits as follows:

1. Transfer Of Rights Of Recovery Against Others To Us does not apply.
2. The following Conditions are added:

NON-DUPLICATION OF BENEFITS

No person may recover duplicate benefits for the same expenses or loss under this or any other similar automobile coverage including self-insurance.

PRIORITIES OF POLICIES

We will pay First Party Benefits in accordance with the order of priority set forth by the "Act". We will not pay if there is another insurer at a higher level of priority. The "First" category listed below is the highest level of priority and the "Fourth" category listed below is the lowest level of priority. The priority order is:

- First** The insurer providing benefits to the "insured" as a named insured.
- Second** The insurer providing benefits to the "insured" as a family member who is not a named insured under another policy providing coverage under the "Act".
- Third** The insurer of the "auto" which the "insured" is "occupying" at the time of the "accident".
- Fourth** The insurer providing benefits on any "auto" involved in the "accident" if the "insured" is:

- a. Not "occupying" an "auto"; and
- b. Not provided First Party Benefits under any other policy.

If two or more policies have equal priority within the highest applicable number in the priority order:

1. The insurer against whom the claim is first made shall process and pay the claim as if wholly responsible;
2. If we are the insurer against whom the claim is first made, our payment to or for an "insured" will not exceed the applicable limit shown in the Schedule or Declarations;
3. The insurer thereafter is entitled to recover pro rata contribution from any other insurer for the benefits paid and the costs of processing the claim. If contribution is sought among insurers under the Fourth priority, proration shall be based on the number of involved motor vehicles; and
4. The maximum recovery under all policies shall not exceed the amount payable under the policy with the highest dollar limits of benefits.

F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "Auto" means a self-propelled motor vehicle, or trailer required to be registered, operated or designed for use on public roads. However, "auto" does not include a vehicle operated:
 - a. By muscular power; or
 - b. On rails or tracks.
2. The "Act" means the Pennsylvania Motor Vehicle Financial Responsibility Law.
3. "Family member" means a resident of your household who is:
 - a. Related to you by blood, marriage or adoption; or
 - b. A minor in your custody or in the custody of any other "family member."
4. "Occupying" means in, upon, getting in, on, out or off.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO MEDICAL PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

B. Who Is An Insured

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.

3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. 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
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

7. "Bodily Injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

D. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

E. Changes In Conditions

The Conditions are changed for Auto Medical Payments Coverage as follows:

1. The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply.
2. The reference in Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible auto medical payments insurance.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RENTAL REIMBURSEMENT COVERAGE

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 07/01/2011	
Named Insured GRETNER INDUSTRIES INC.	Countersigned by

(Authorized Representative)

SCHEDULE

Coverages	Auto No.	Designation or Description of Covered "Autos" to which this insurance applies	Maximum Payment Each Covered "Auto"			Premium
			Any One Day	No. of Days	Any one Period	
Comprehensive		ALL AUTOS	\$50	30	\$1,500	*
Collision		ALL AUTOS	\$50	30	\$1,500	*
Specified Causes of Loss						
Total Premium						*

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. This endorsement provides only those coverages where a premium is shown in the Schedule. It applies only to a covered "auto" described or designated in the Schedule.

B. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

* INCLUDED IN COMPOSITE RATE

C. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
2. The number of days shown in the Schedule.

D. Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred.
 2. The maximum payment stated in the Schedule applicable to "any one day" or "any one period".
- E. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- F. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.

BUSINESS AUTO COVERAGE FORM

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

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

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

SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

B. Owned Autos You Acquire After The Policy Begins

1. If symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction

SECTION II - LIABILITY COVERAGE

A. Coverage

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

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

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds".

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.

- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All Interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out-of-State Coverage Extensions.

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This Insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily Injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily Injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. **Care, Custody Or Control**
 "Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.
7. **Handling Of Property**
 "Bodily Injury" or "property damage" resulting from the handling of property:
- Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
 - After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".
8. **Movement Of Property By Mechanical Device**
 "Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".
9. **Operations**
 "Bodily Injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".
10. **Completed Operations**
 "Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.
 In this exclusion, your work means:
- Work or operations performed by you or on your behalf; and
 - Materials, parts or equipment furnished in connection with such work or operations.
- Your 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.
- Your work will be deemed completed at the earliest of the following times:
- When all of the work called for in your contract has been completed.
 - When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
 - 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" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- That are, or that are contained in any property that is:
 - Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - Otherwise in the course of transit by or on behalf of the "insured"; or
 - Being stored, disposed of, treated or processed in or upon the covered "auto";
 - Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
 - After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".
 Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:
 - The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
 - The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".
 Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:
 - The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

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. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

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

a. Comprehensive Coverage

From any cause except:

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

b. Specified Causes of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
(2) Theft;
(3) Windstorm, hail or earthquake;
(4) Flood;

- (5) Mischief or vandalism; or

- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

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

2. Towing.

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

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

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
b. "Loss" caused by hitting a bird or animal; and
c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

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

a. Nuclear Hazard.

(1) The explosion of any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War or Military Action.

(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 for "loss" to any covered "auto" while used in professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

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

a. Wear and tear, freezing, mechanical or electrical breakdown.

b. Blowouts, punctures or other road damage to tires.

4. We will not pay for "loss": to any of the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

b. Any other electronic equipment that is:

(1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

(2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "loss";

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

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

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

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

- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examination under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment - Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Ballee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V - DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement; or
 2. Any claim or "suit" by or on behalf of a governmental authority demanding that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
- "Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured";
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto"; or
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

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

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
- An "insured contract" does not include that part of any contract or agreement:
- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees" if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 5. Vehicles not described in Paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
 6. Vehicles not described in Paragraphs 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "Insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the Insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
 - P. "Trailer" includes semitrailer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership, joint venture or limited liability company
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured If Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties In The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory If Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

a. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. \$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

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

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,

CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V - DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

if we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less.
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss."

c. Regardless of the number of autos damaged in any one "loss", the most we will pay under this Hybrid Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

POLICY NUMBER: 44 UFN OH1250



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLLUTION LIABILITY COVERAGE
ALL COVERED AUTOS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective 07/01/2011	
Named Insured GREINER INDUSTRIES INC.	Countersigned by

(Authorized Representative)

\$ _____ endorsement premium subject to a minimum premium of \$ INCLUDED . Any minimum premium is applicable for the term of the policy and applies in addition to any other applicable minimum premium(s).

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION I

A. The BUSINESS AUTO COVERAGE FORM is changed as follows:

For LIABILITY COVERAGE, paragraph a. of the Pollution Exclusion applies only to liability assumed under a contract or agreement.

B. The TRUCKERS COVERAGE FORM is changed as follows:

For LIABILITY COVERAGE, paragraph a. of the Pollution Exclusion applies only to liability assumed under a contract or agreement.

C. The GARAGE COVERAGE FORM is changed as follows:

For LIABILITY COVERAGE, paragraph a. of the POLLUTION EXCLUSION APPLICABLE TO "GARAGE OPERATIONS" - COVERED "AUTOS" applies only to liability assumed under a contract or agreement.

SECTION II

DEFINITIONS

The definition of "covered pollution cost or expense" is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. any request, demand or order; or
2. any claim or "suit" by or on behalf of a governmental authority demanding that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants."

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured."

Paragraph a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRAILER INTERCHANGE FIRE AND FIRE AND THEFT COVERAGES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective 07/01/2011	
Named Insured GREINER INDUSTRIES INC.	Countersigned By

(Authorized Representative)

SCHEDULE

COVERAGES	LIMIT OF INSURANCE	DAILY RATE	MINIMUM PREMIUM	ESTIMATED PREMIUM
Fire	Actual Cash Value, Cost of Repair or \$50,000			INCLUDED
Fire and Theft	Whichever is less Minus \$1000 Ded. For each "trailer"			INCLUDED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.):

- | | |
|---|---|
| <p>A. This endorsement provides only the coverage for which a premium is shown in the Schedule.</p> <p>B. We will pay all sums you legally must pay as damages because of "loss" to a "trailer" you don't own or its equipment under:</p> <p>1. Fire Coverage. Caused by:</p> <ul style="list-style-type: none"> a. Fire, lightning or explosion; or b. The sinking, burning, collision or derailment of any conveyance transporting the "trailer". | <p>2. Fire and Theft Coverage. Caused by:</p> <ul style="list-style-type: none"> a. Fire, lightning or explosion; b. Theft; or c. The sinking, burning, collision or derailment of any conveyance transporting the "trailer". <p>3. TRAILER INTERCHANGE COVERAGE provisions apply to the coverage indicated in the Schedule.</p> |
|---|---|



Quick Reference Commercial Auto Coverage Part Business Auto Coverage Form

READ YOUR POLICY CAREFULLY

BUSINESS AUTO COVERAGE FORM DECLARATIONS

- o Named Insured And Address
- o Coverages, Covered Autos And Limits Of Insurance
- o Rating Exposures, Rates And Estimated Premium

BUSINESS AUTO COVERAGE FORM

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) 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, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) 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.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) 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
 - (3) The "bodily injury" or "property damage" 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 (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:
 - "Hazardous properties" includes 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 of 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 (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"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.

"Property damage" includes all forms of radioactive contamination of property.

Effective Date: 07/01/2011

PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. surveys;
2. consultation or advice; or
3. inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. To consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

Instruction to Policy Writers

Attach the Pennsylvania Notice to all new and renewal policies and renewal certificates insurance risks located in Pennsylvania.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

A. The Cancellation Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.

2. **Cancellation Of Policies In Effect For Less Than 60 Days**

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

3. **Cancellation Of Policies in Effect For 60 Days Or More**

If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.

b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.

c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

- 4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
- 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

7. If notice is mailed, it will be registered or first class mail. Proof of mailing will be sufficient proof of notice.

B. The following are added and supersede any provisions to the contrary:

1. Nonrenewal

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. Increase of Premium

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.



COMMON POLICY CONDITIONS

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

A. Cancellation

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

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

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

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

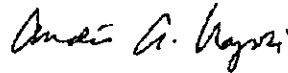
Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named Insured.

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

Our President and Secretary have signed this policy. Where required by law, the Declarations page has also been countersigned by our duly authorized representative.



Terence Shields, Secretary



André A. Napoli, President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

The War exclusion under Paragraph **B. Exclusions** of **Section II – Liability Coverage** is replaced by the following:

WAR

"Bodily injury", "property damage" arising directly or indirectly, out of:

- a. War, including undeclared or civil war.
- b. 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.
- c. Insurrection, rebellion, revolution; usurped power, or action taken by governmental authority in hindering or defending against any of these.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

2. The following is added to Supplementary Payments:

Prejudgment interest awarded against the "insured" on the part of the judgment we pay. Any prejudgment interest awarded against the "insured" is subject to the applicable Pennsylvania Rules of Civil Procedure.

B. Changes In Conditions

1. The following is added to the Loss Conditions Section:

Paragraph A.2.b.(5) of the Duties In The Event Of An Accident, Claim, Suit Or Loss Condition is replaced by the following:

After we show good cause, submit to examination at our expense, by physicians of our choice.

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

If we make any payment due to an "accident" and the "insured" recovers from another party in a separate claim or "suit", the insured shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorneys' fees, costs and expenses incurred by the "insured" to the extent such payment duplicates any amount we have paid under this coverage.

2. The following is added to the General Conditions Section:

CONSTITUTIONALITY CLAUSE

The premium for, and the coverages of, this Coverage Form have been established in reliance upon the provisions of the Pennsylvania Motor Vehicle Financial Responsibility Law.

In the event a court, from which there is no appeal, declares or enters a judgment, the effect of which is to render the provisions of such statute invalid or unenforceable in whole or in part, we shall have the right to recompute the premium payable for the Coverage Form and void or amend the provisions of the Coverage Form, subject to the approval of the Insurance Commissioner.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN HIRED CAR PHYSICAL DAMAGE - LIMIT OF INSURANCE

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
TRUCKERS ENDORSEMENT**

- A. The **BUSINESS AUTO COVERAGE FORM** is changed as follows:
 - 1. **PHYSICAL DAMAGE COVERAGE** for covered "autos" you hire or borrow is excess unless primary physical damage coverage for such autos is specifically provided in the policy Declarations
 - 2. Paragraph b. of the **OTHER INSURANCE Condition** does not apply to Hired Auto Physical Damage Coverage.
- B. The **GARAGE COVERAGE FORM** is changed as follows:
 - 1. **PHYSICAL DAMAGE COVERAGE** for covered "autos" you hire or borrow is excess unless primary physical damage coverage for such autos is specifically provided in the policy Declarations.
 - 2. Paragraph b. of the **OTHER INSURANCE Condition** regarding Hired Auto Physical Damage Coverage does not apply
- C. The **TRUCKERS COVERAGE FORM** is changed as follows:
 - 1. **PHYSICAL DAMAGE COVERAGE** for covered "autos" you hire or borrow is excess unless primary physical damage coverage for such autos is specifically provided in the policy Declarations.
 - 2. Paragraph d. of the **OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE Condition** regarding Hired Auto Physical Damage does not apply.
- D. The **TRUCKERS ENDORSEMENT** is changed as follows:
 - 1. **PHYSICAL DAMAGE COVERAGE** for covered "autos" you hire or borrow is excess unless primary physical damage coverage for such autos is specifically provided in the policy Declarations.
 - 2. Paragraph d. of the **OTHER INSURANCE Condition** regarding Hired Auto Physical Damage Coverage does not apply.



PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at www.TheHartford.com or at 1-800-592-5717.



U.S. DEPARTMENT OF THE TREASURY, 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 the United States. **Please read this Notice carefully.**

The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC acts under Presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze assets under U.S. jurisdiction. OFAC publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. Collectively, such individuals and companies are called "Specially Designated Nationals and Blocked Persons" or "SDNs". Their assets are blocked and U.S. persons are generally prohibited from dealing with them. This list can be located on OFAC's web site at – <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 an SDN, as identified by OFAC, the policy is a blocked contract and all dealings with it must involve 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.



Named Insured: GREINER INDUSTRIES INC.

Policy Number: 44 UEN OH1250

Effective Date: 07/01/2011

Expiration Date: 07/01/2012

Company Name: HARTFORD FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions remain unchanged.

**Premium Commission
Notification Letter**



To: Producer **E K MCCONKEY & COMPANY, INC.** Agency Code **411176** Date **09/12/2011**

Commission Breakdown for Premium Discount
 Negotiated Commission/Premium Letter
 Standard Average Commission
 Auto Average Commission

Insured **GREINER INDUSTRIES INC.**

Policy Number **44 UEN OH1250** Policy Period **07/01/2011** **07/01/2012**

The premiums and commissions to be applied for the above policy are:

Line of Business	Premium	Commission Rate
COMMERCIAL AUTOMOBILE	\$86,433	@ 5.0%
		@
		@
		@
		@

Special Premium Instructions:

THE CASH IS PAYABLE IN FOUR INSTALLMENTS. REQUIRED PAYMENT TERMS AND CONDITIONS CAN BE FOUND IN YOUR AGENCY/

BROKER CONTRACT WITH THE HARTFORD AND WILL BE BASED ON THE DATE COVERAGE IS EFFECTIVE. COMMISSION RATE FOR

AUDIT ADJUSTMENTS & MID TERM PREMIUM BEARING ENDORSEMENTS AT 5.0 %.

DEPOSIT PREMIUM: \$21,609. @ 5.0% COMMISSION

NEXT 3 INSTALLMENTS: \$21,608. @ 5.0% COMMISSION

UNDERWRITING DEPARTMENT

All commission rates marked with an asterisk (*) are final rates. Those not marked with an asterisk are tentative rates subject to adjustment at final audit.



Allianz Global Corporate & Specialty®

POLICY NUMBER
MXI93020751

Transaction Type
Renewal Certificate

Coverage for policies other than
WORKERS' COMPENSATION is
provided in the following company
54 - AGCS MARINE
INSURANCE COMPANY

MANDATORY PREMIUM TRANSACTION FORM

Named Insured and Mailing Address:

GREINER INDUSTRIES, INC.
1650 STEEL WAY
MOUNT JOY, PA 17552

Change Effective Date: 07/01/2011
Policy Period Inception Date: 07/01/2011
Expiration Date: 07/01/2012

PREMIUM SUMMARY:

Premium \$ 38444

Producer: E. K. MCCONKEY & CO
2555 KINGSTON ROAD SUITE 100
YORK, PA 17402

Transaction Date 07/20/2011

THIS IS NOT A BILL

Mandatory Premium Transaction Form 01 05



Allianz Global Corporate & Specialty®

INLAND MARINE – GENERAL RENEWAL CERTIFICATE

RENEWAL POLICY

NUMBER

MXI93020751

Previous Policy Number(s)

MXI93020751

The Company issuing this policy is indicated by the Company Code (first letter or number) in the POLICY NUMBER, as follows:
A STOCK COMPANY

054 - AGCS Marine Insurance Company
225 W. Washington St., Suite 1800
Chicago, IL 60606

Producer Code: S-00090577
Producer or Agent Name:
E. K. MCCONKEY & CO
Address:
2555 KINGSTON ROAD SUITE 100
YORK, PA 17402

Named Insured: GREINER INDUSTRIES, INC.
GREINER WELDING & FABRICATING, INC.
GREINER TRANSPORT, INC.
FRANKLIN GREINER, JR.

Mailing Address: 1650 STEEL WAY
MOUNT JOY, PA 17552

Policy Period: From: 07/01/2011 To: 07/01/2012 at 12:01 A.M. Standard
Time at your mailing address shown above.

The Named Insured is a(n) CORPORATION

Business or Operations of the Named Insured: METAL FABRICATOR

In return for payment of the premium and subject to all the terms of this policy existing on expiration, we agree with you to provide the insurance as stated in the policy.

INLAND MARINE COVERAGES:

COVERAGE FORMS AND CORRESPONDING ENDORSEMENTS ATTACHED AT INCEPTION:

99 06 11, IM 100SRC 01 10, CE 4200DEC 01 10, CE 4215 01 11, IF 4800DEC 01 10, IM 8005 01 10, IM NER 04 11, MTC 4300DEC 01 10, MTC 4310 01 10, RG 4850DEC 01 10, TF 4500DEC 01 10

PREMIUM SUMMARY:

Estimated Annual Premium \$ 38,444 Including TRIA
Premium Due at Inception \$ 38,444 Including TRIA

The premium may be subject to adjustment.

- Terrorism Risk Insurance Act - Certified Acts Coverage - Covered \$ 754
 Terrorism Risk Insurance Act - Certified Acts Coverage - Not Covered \$ 0

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary.

Julia A. Gorn

Peter E. Koornman

Secretary

President

Countersignature of Authorized Agent:

Producer:

E. K. MCCONKEY & CO
2555 KINGSTON ROAD SUITE 100
YORK, PA 17402

Date 07/20/2021 KEM



Allianz Global Corporate & Specialty®

Motor Truck Cargo Declarations

Commercial Inland Marine

Insured GREINER INDUSTRIES, INC. Policy Number MXI93020751
GREINER WELDING & FABRICATING, INC.
GREINER TRANSPORT, INC.
FRANKLIN GREINER, JR.

Producer E. K. MCCONKEY & CO Effective Date 07/01/2011

Declarations

Insurance is provided only for those coverages, limits of insurance or liability or amounts of insurance and endorsements shown below.

Limits of Insurance

- A. \$250,000 In or on one or more trailer(s), semi-trailer, motor truck or tractor, or any other combination operating in tandem.
- B. \$ In or at the terminal location(s) specified below, whether in or on cargo carrying vehicles or otherwise:
\$
- C. \$250,000 In any one loss, disaster or casualty, either in case of partial loss or total loss or salvage or any other costs and expenses or all combined.
- D. Deductible Amount
\$25,000

Special Provisions No Coverage for Third Party Loss of Use

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

This Form must be attached to Change Endorsement when issued after the policy is written.

Secretary

President



Allianz Global Corporate & Specialty®

Motor Truck Cargo Coverage Form

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

In return for your payment of the premium shown in the Declarations which are part of this policy, we provide the coverage described herein subject to all the conditions of this policy. This coverage is also subject to the additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records. Endorsements and schedules may also apply as identified in the Declarations or schedule of coverages.

A. Coverage

1. Applicable Coverage

a. Applicable Coverage means:

We will pay, up to the limits of insurance shown in the Declarations, for your legal liability as a carrier, for loss or damage to lawful goods and merchandise in your custody or control, and while in the custody of connecting carriers, while in the ordinary course of "transit".

b. Coverage Conditions

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

2. Property Not Covered

We do not cover your legal liability for loss or damage to:

- a. Accounts, bills, deeds, evidences of debt, letters of credit, passports, documents, tickets, notes, securities, money, currency, bullion, precious stones, jewelry and/or other similar valuables, paintings, statuary and other works of art, manuscripts, mechanical drawings and live animals, except death or injuries rendering death immediately necessary directly caused by

a cause of loss not otherwise excluded under this policy.

- b. Property in storage for which you have agreed to store under warehouse receipts or written contracts.
- c. Any intermodal container, trailer, or any other carrying conveyance.
- d. Property which is carried or handled gratuitously.
- e. Contraband or property in the course of illegal transportation or trade.

3. Covered Causes of Loss

Covered Causes of Loss means Risks of Direct Physical Loss or Damage from any external cause except those causes of loss listed in the Exclusions.

4. Additional Coverages

a. Debris Removal Coverage

- (1) We will pay your expenses 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 in writing within 180 days of the date of the direct physical loss or damage.
- (2) The most we will pay under this Additional Coverage is the lesser of 25% of:
 - (a) The amount we pay for the direct physical loss or damage to

Covered Property; plus the deductible in this policy applicable to that loss or damage; or
(b) The applicable Limit of Insurance.

But this limitation does not apply to any additional debris removal limit provided in the Limits of Insurance Section.

(c) This Additional Coverage does not apply to costs to:
(i) Extract "pollutants" from land or water; or
(ii) Remove, restore or replace polluted land or water.

b. **Earned Freight Coverage.** In the event of loss or damage, the liability for which is insured by this policy, we will pay, in addition to such sums for which we may otherwise be liable hereunder (but subject to the *Limits of Insurance and Deductible Amount(s)* shown in the Declarations to this policy), your earned freight charges not collected from others. The inclusion of freight charges in any payment of claim(s) made to a shipper, consignee, or other party making such claim shall relieve us of any liability to also pay such earned freight charges to you.

c. **Moving Equipment Coverage.** We will pay, in addition to such sums for which we may otherwise be liable hereunder, \$10,000 in any one occurrence, for loss or damage resulting from a cause of loss not otherwise excluded to van pads, covers, dollies, hand trucks, pallets, containers except for intermodal containers and other similar equipment, excluding motorized equipment, used by you in handling and shipping of property insured by this policy. The deductible appearing elsewhere in this policy is waived for this coverage extension.

d. **Spare Parts Coverage.** We will pay, in addition to such sums for which we may otherwise be liable hereunder, an amount not to exceed \$5,000 for loss or damage to spare parts carried in or on any one or more trailer, semitrailer, motor truck or tractor, or any combination operating in tandem. The deductible appearing elsewhere in this policy is waived for this coverage extension.

e. **Newly Acquired Terminals Coverage.** If the Motor Truck Cargo Coverage Form coverage provided under this policy applies at specified "terminal" location(s), it also applies at "terminals" you acquire anywhere within the territorial limits of this policy. The most we will pay for any one loss is Newly Acquired Terminals is \$250,000. This coverage ends on the earliest of the following dates:

- (1) 120 days from the date you occupy the terminal; or
- (2) on the date you report your occupancy of the terminal to us; or
- (3) on the date this policy expires.

This coverage does not apply when a Limit of Insurance is shown for unspecified terminal location(s) in the Motor Truck Cargo Declarations.

f. **On Board Electronics Coverage**

We will pay for loss from a covered cause of loss to your electronic equipment on board vehicles you operate that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage does not apply to property of others in your custody or control as a carrier or in the custody of connecting carriers while in the ordinary course of transit. This coverage applies only if the equipment is permanently installed on board vehicles at the time of the loss. Equipment which is removable from a housing unit which is permanently installed on the vehicle and is designed to be solely operated by use of the power from the electrical system in or upon the vehicle is considered permanently installed. This coverage also applies to antennas and other accessories necessary for the use of the electronic equipment.

The most we will pay in any one loss covered by this Endorsement is the least of the following:

- (1) The cost to replace the lost or damaged property with other property of comparable material and quality and used to perform the same functions; or

(2) The amount you actually spend that is necessary to repair or replace the lost or damaged property, or

(3) \$10,000.

B. Exclusions

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

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

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

b. Nuclear Hazard

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

c. War And Military Action

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

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

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

- a. Delay, loss of use, loss of market, loss of income or any other consequential loss.
- b. Dishonest or criminal act committed by:
 - (1) You, any of your partners, employees, directors, trustees, or authorized representatives;
 - (2) A manager or a member if you are a limited liability company;
 - (3) Anyone else with an interest in the property, or their employees or authorized representatives; or
 - (4) Anyone else to whom the property is entrusted for any purpose, including owner operators.

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

- c. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- d. Unauthorized instructions to transfer property to any person or to any place.
- e. Neglect of an insured to use all reasonable means to save and preserve property from further damage at or after the time of loss.
- f. Spoilage, contamination, freezing, thawing or rusting, unless caused by or resulting from:
 - (1) Fire, lightning or explosion;
 - (2) Accidental collision of the vehicle with any other vehicle or object, excluding, however, contact with any portion of the road bed, curbing, rails or ties of street, steam or other railroad, any stationary object while backing for loading and unloading, and excluding any collision of the load with any object;
 - (3) Overturning of the vehicle;
 - (4) Theft.
- g. Loss or damage caused by or resulting from rain, sleet, hail or snow whether driven by wind or not.
- h. Riots, or civil commotion, including:

- (1) Acts of strikers, locked out workmen, persons taking part in labor disturbances, and
- (2) Looting, occurring at the time and place of a riot or commotion.

- i. Your liability for the payment of any fines, assessments, damages, attorneys' fees, court costs or any other penalties which you shall be required to pay as a result of your violation of any law or regulation relating to any delay in the payment, denial or settlement of any claim for loss.

C. Limits Of Insurance

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

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

1. Debris Removal Coverage but, if:

- a. The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or
- b. The debris removal expense exceeds the amount payable under the 25% limitation in the Debris Removal Additional Coverage;

we will pay up to an additional \$100,000 or 10% to the limit of insurance whichever is less.

2. Earned Freight Coverage

The limits applicable to all other Additional Coverages are in addition to the Limits of Insurance.

D. Deductible

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

If more than one deductible is applicable under this Coverage Form, we will only apply the highest amount that is applicable.

E. Additional Conditions

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

a. Coverage Territory

- (1) We cover property wherever located within:
 - (a) The United States of America;
 - (b) The District of Columbia;
 - (c) Puerto Rico; and
 - (d) Canada.

- b. **Indemnity Agreement.** You shall reimburse us, within ten (10) days from the time you shall have been advised thereof, all sums and amounts of money that we have paid and which we would not have been required to pay except for the attachment of any federal, state or other regulatory endorsement to this policy.

c. Duties In the Event of an Accident, Claim, Suit or Loss.

- (1) In the event of accident, claim, suit or loss, you must give us or our authorized representative prompt notice of the accident, claim, suit or loss.
- (2) Additionally, you and any other involved insured must:
 - (a) Assume no obligation, admit no liability, make no payment, and incur no expense without our consent, except at your own cost.
 - (b) Cooperate with us in the investigation, settlement or defense of the claim or suit.

- d. **Legal Action Against Us.** No one may bring a legal action against us under this coverage form until:

- (1) There has been full compliance with all the terms of the coverage for; and

(2) Under this coverage, we agree in writing that you have an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine your liability.

e. Valuation

The Valuation General Condition in the Commercial Inland Marine Conditions is deleted.

F. Definitions

1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "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.
3. "Terminal" means a building, including the legal boundaries of the property, for the handling of freight as it is transferred between transporting conveyances for a period not exceeding thirty (30) days from the date of arrival but in no event to exceed the period of time for which you are liable.
4. "Transit" begins with the actual movement of the goods including loading from the point of shipment bound for a specific destination or while awaiting such movement. It remains in transit during the ordinary reasonable and necessary stops, interruptions, delays or transfers incidental to the route and method of shipment, including rest periods taken by the driver(s) or messenger(s). Transit ends upon acceptance of the goods by or on behalf of the consignee at destination including unloading, but, shall not extend beyond the period of time for which you are liable.



Allianz Global Corporate & Specialty®

Transportation Floater Declarations

Commercial Inland Marine

Insured GREINER INDUSTRIES, INC.
GREINER WELDING & FABRICATING, INC.
GREINER TRANSPORT, INC.
FRANKLIN GREINER, JR.

Policy Number MXI93020751

Producer E. K. MCCONKEY & CO

Effective Date 07/01/2011

Schedule

Insurance is provided only for those coverages for which a limit of liability is show in the place provided in the Declarations.

[X] Annual Policy
Premium \$Included

[] Trip Transit Policy

Description of Property Covered

Lawful goods and merchandise consisting of: Miscellaneous Steel

Table with 3 columns: Description, Limit of Insurance, Deductible. Contains 4 rows of property coverage details.

Coinsurance: %

Origin:

Destination:

(If no entry appears above, information required to complete this Endorsement will be show in the Declarations as applicable to this Endorsement.)

This Form must be attached to Change Endorsement when issued after the policy is written.

Handwritten signature of Julia A. Gann

Secretary

Handwritten signature of James E. Hoosman

President