

August 19, 2024

DATE OF DEPOSIT

Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120
Attention: Rosemary Chiavetta, Secretary

AUG 19 2024
PA Public Utility Commission
Secretary's Bureau

PETITION FOR RECONSIDERATION
Docket Numbers A-2024-3049224 and A-8927170

**To the Honorable Rosemary Chiavetta, Secretary of the Commonwealth of Pennsylvania
Public Utility Commission:**

The Petition of NJR Possible Management, LLC, through its sole member, Nasir Zaka, respectfully represents that:

1. Petitioner applied for and received tentative approval from the Commission of a Motor Carrier License on May 28, 2024.
2. Petitioner, through its attorney, provided to an insurance broker a copy of the Commission's approval letter and received assurances that the proper insurance coverage would be placed.
3. Petitioner received a Dismissal Notice on August 15, 2024 due to failure of his insurance carrier to provide Form H to the Commission.
4. Petitioner repeatedly attempted to contact his insurance broker to find out why Form H had not been submitted and never received a satisfactory response.
5. Petitioner finally succeeded in placing the necessary cargo insurance coverage (attached).
6. Petitioner's insurance broker has advised him that they are unable to upload Form H with Tyler Insurance Filings because "The insurance company stated since the file was closed that they cannot submit. It has to be reopened". This can be verified by Dietz and Bluett

Insurance, 2000 S Queen St, York, PA 17403; Phone: (717) 757-2761.

WHEREFORE, Petitioners request that the Commission reconsider its dismissal of Petitioner's application and take whatever action is needed to allow Petitioner's insurance provider to deliver Form H to the Commission, and upon submission thereof give final approval to Petitioner's application.

I, Nasir Zaka, hereby state that the facts above set forth are true and correct to the best of my knowledge, information, and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities).

NJR POSSIBLE MANAGEMENT, LLC

Date: 8/19/2024

By: _____
Nasir Zaka, Member



**THIS POLICY IS NOT A DIVIDEND TYPE POLICY AND IS THEREFORE NONPARTICIPATING
WITH REGARD TO PAYING DIVIDENDS TO POLICYHOLDERS.**



for all the *great* you do®

Policyholder Notice Regarding Claims

Claims Handling Procedures

An important value of your insurance coverage is the insurer's ability and reputation for responding and handling a claim. Great American's Property & Inland Marine's Division is dedicated to offering excellent claims service to insureds.

Notices of each incident, claim, or suit must be immediately sent to below:

claimstartnow.gaig.com

or

Great American Insurance Group
301 E. Fourth Street
Cincinnati, OH 45202-4201
Toll-Free: 800-584-0835
pimclaims@gaig.com

Built on Relationships. Focused on Solutions. ®

Service Minded. Solution Driven. Specialty Focused.

That's what we are, and what you can count on to help write more business. We're not your run-of-the-mill insurance company. At Great American Property & Inland Marine Division, we pride ourselves on our dedicated claims service and specialized expertise focused only on property and inland marine coverages. So, you get the solutions you need from the people you trust.

Great American Insurance Group, 301 E. Fourth St., Cincinnati, OH 45202. Policies are underwritten by Great American Insurance Company, Great American Assurance Company, Great American Alliance Insurance Company and Great American Insurance Company of New York, authorized insurers in all 50 states and the DC. The Great American Insurance Group eagle logo and the word marks Great American ®, Great American Insurance Group ®, and Built on Relationships. Focused on Solutions. ® are registered service marks of Great American Insurance Company.

5586-PIM (03/24)

POLICYHOLDER NOTICE
CERTAIN COMPUTER-RELATED LOSSES

(Applicable to Commercial Fire, Commercial Inland Marine, and Crime Policies)

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

An exclusion has been added to your policy to explicitly state that coverage is not provided for loss caused by a computer's inability, or that of computerized or other electronic equipment, to properly recognize a particular date or time. An example of this is a loss caused by the inability of the computer to recognize the year 2000 (Y2K). However, coverage is provided under certain circumstances: if the computer's inability to recognize a date or time results in a covered cause of loss - - for example, fire - - the loss resulting from that fire will be covered.

STATUTORY HOME OFFICE

The statutory home office of

GREAT AMERICAN INSURANCE COMPANY

is: Great American Insurance Company
301 E 4th Street
Cincinnati, Ohio 45202-4201

(513) 369-5000

CARGO ADVANTAGE® COVERAGE FORM

Bills of Lading and Other Written Contracts

This memo informs you, our Insured, of the importance of proper load/shipping documentation so that your insurance policy that contains this Coverage Form can best respond to protect you in the event of loss or damage to cargo.

The coverage provided under this Policy is for your legal liability for "loss" to Covered Property from Covered Causes of Loss when you are acting as a motor carrier for hire. Covered Property means property of others that you have accepted for transportation as a motor carrier **under your tariff, bill of lading, shipping receipt or other written transportation contract.**

A bill of lading or other written transportation contract is necessary to define your legal liability for loss to cargo. The Uniform Straight Bill of Lading (of the National Motor Freight Traffic Association) is the industry standard bill of lading. If you issue another bill of lading form and it closely parallels the information contained in the Uniform Straight Bill of Lading, you may benefit from prior interpretation of those time-tested terms and conditions.

Shippers may offer a "shipper's bill of lading" at pick up of a shipment, the terms of which may favor them and may negatively affect you. It is critical to understand the terms and conditions of the bill of lading or other written transportation contract under which you are hauling goods. These "contracts of carriage" outline your contractual liability for loss, whether or not the motor truck cargo policy covers such loss. Below are some of the typical issues that are addressed within a standard bill of lading:

- * Time limitation/requirement for filing claims against the motor carrier.
- * Time limitation/requirement for filing a lawsuit against involved parties.
- * Clarification of the carrier's liability for improperly packaged items.
- * Possible per pound limitations of high valued goods.
- * Protection against delay claims (usually not covered under Motor Truck Cargo policies).
- * Clarification of the carrier's liability (negligence vs. strict liability) if the consignee refuses delivery.
- * Clarification of the carrier's right to salvage or a salvage offset (agreed reduction in claim amount for total loss).

Usually, other written contracts include similar wording, but there is no standard wording to address liability, limitations, consequential damages, delays and salvage. If you are not using the Uniform Straight Bill of Lading, we recommend that an attorney prepare your written contracts, as they are important legal documents.

Whether or not there is adequate documentation for a shipment can significantly affect whether and how this coverage form responds to a potential loss situation.

Coverage described above is summarized and subject to meeting underwriting guidelines and to the terms, conditions and exclusions of the Policy.

Loss Control Safety Resources

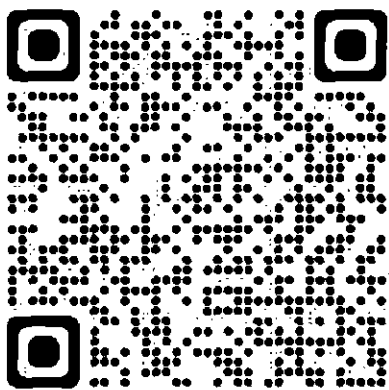
Motor Truck Cargo

Cargo Advantage®

Transportation

Transporting cargo is a huge financial responsibility. Anything from an accident to theft, or a refrigeration breakdown, could result in serious financial loss.

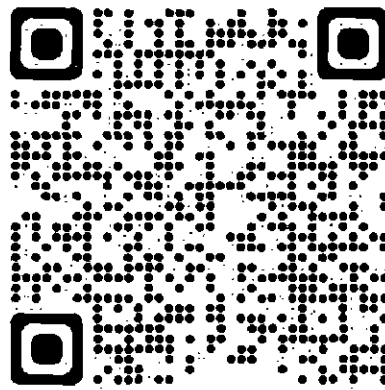
Scan here for steps you can take to help protect against the unique risks associated with transporting cargo:



Driver Safety

Driver safety is more than just wearing a seatbelt. Drivers not only need to understand safety precautions and how to operate the vehicle, but they also must know how to respond to adverse conditions.

Scan here for the steps necessary to prepare drivers and help to protect your organization with these tips:



The information presented in this publication is intended to provide guidance and is not intended as a legal interpretation of any federal, state, or local laws, rules, or regulations applicable to your business. The loss prevention information provided is intended only to assist policyholders in the management of potential loss producing conditions involving their premises and/or operations based on generally accepted safe practices. In providing such information, Great American does not warrant that all potential hazards or conditions have been evaluated or can be controlled. It is not intended as an offer to write insurance for such conditions or exposures. The liability of Great American Insurance Company and its affiliated insurers is limited to the terms, limits and conditions of the insurance policies underwritten by any of them. Great American Insurance Group, 301 E. Fourth St., Cincinnati, OH 45202. Online portals may not be available at all times.

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Property & Inland Marine

Policy No. IMP F231132 00 00
Renewal Of

POLICY COMMON DECLARATIONS

NAMED INSURED NJR Possible Management AND ADDRESS: 2120 Oreville Road Lancaster, PA 17601	
IN RETURN FOR PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY , WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY .	AGENT'S NAME AND ADDRESS: W.N. Tuscano Agency, Inc PO Box 1027 Greensburg, PA 15601
Insurance is afforded by the Company named below, a Capital Stock Corporation: Great American Insurance Company	
POLICY PERIOD: From 08/12/2024 To 08/12/2025 12:01 A.M. Standard Time at the address of the Named Insured	

This policy consists of the following Coverage Parts for which a premium is indicated. This premium may be subject to adjustment.

	Premium
Commercial Property	
Commercial General Liability	
Commercial Crime and Fidelity	
Commercial Inland Marine	\$ 750.00
Commercial Equipment Breakdown	
Commercial Auto	
Commercial Umbrella	
Total	\$ 750.00

FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition		Date Added * or Date Deleted	Form Description
1.	IL7001	10-07		BusinessPRO Policy Common Declarations
2.	IL0017	11-98		Common Policy Conditions
3.	IL0166	09-07		Pennsylvania Changes - Actual Cash Value
4.	IL0172	09-07		Pennsylvania Changes
5.	IL0246	09-07		Pennsylvania Changes - Cancellation and Nonrenewal
6.	IL0935	07-02		Exclusion of Certain Computer-Related Losses
7.	IL0952	01-15		Cap On Losses From Certified Acts Of Terrorism
8.	IL7268	09-09		In Witness Clause
9.	IL7273	08-08		Loss Prevention Services
10.	IL7324	07-21		Global Sanction Endorsement
11.	IL7368	01-20		Disclosure Pursuant To Terrorism Risk Insurance Act
12.	IL0910	07-02		Pennsylvania Notice
13.	IL7236	07-05		Nuclear, Biological or Chemical Exclusion

* If not at inception

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 con-

sent 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES - ACTUAL CASH VALUE

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

The following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART

A. For insurance provided under the:

**Capital Assets Program (Output Policy)
Coverage Part
Commercial Inland Marine Coverage Part
Commercial Property Coverage Part
Crime and Fidelity Coverage Part
Equipment Breakdown Coverage Part**

The Transfer of Your Rights and Duties Under This Policy Common Policy Condition is replaced by the following:

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.

If you die, this Coverage Part will remain in effect as provided in 1. or 2. below, whichever is later:

1. for 180 days after your death regardless of the policy period shown in the Declarations, unless the insured property is sold prior to that date; or
2. until the end of the policy period shown in the Declarations, unless the insured property is sold prior to that date.

Coverage during the period of time after your death is subject to all provisions of this Policy including payment of any premium due for the policy period shown in the Declarations and any extension of that period.

B. For insurance provided under the:

**Capital Assets Program (Output Policy)
Coverage Part
Commercial Inland Marine Coverage Part
Commercial Property Coverage Part
Farm Coverage Part**

The following is added to the **Loss Payment Loss Condition** and supersedes any provision to the contrary:

Notice of Acceptance or Denial of Claim

1. Except as provided in 3. below, we will give you notice, within 15 working days after we receive a properly executed proof of loss, that we:
 - a. accept your claim;

- b. deny your claim; or
- c. need more time to determine whether your claim should be accepted or denied.

If we deny your claim, such notice will be in writing, and will state any policy provision, condition or exclusion used as a basis for the denial.

If we need more time to determine whether your claim should be accepted or denied, the written notice will state the reason why more time is required.

- 2. If we have not completed our investigation, we will notify you again in writing, within 30 days after the date of the initial

notice as provided in 1.c. above, and thereafter every 45 days. The written notice will state why more time is needed to investigate your claim and when you may expect us to reach a decision on your claim.

- 3. The notice procedures in 1. and 2. above do not apply if we have a reasonable basis, supported by specific information, to suspect that an insured has fraudulently caused or contributed to the loss by arson or other illegal activity. Under such circumstances, we will notify you of the disposition of your claim within a period of time reasonable to allow full investigation of the claim, after we receive a properly executed proof of loss.

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:

be mailed or delivered at least 15 days before the effective date of cancellation.

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

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 can-

cels, 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 by 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
STANDARD PROPERTY POLICY

- A. We will not pay for the loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.**
- 1. The failure, malfunction or inadequacy of:**
 - a. any of the following, whether belonging to any Insured or to others:**
 - (1) computer hardware, including microprocessors;**
 - (2) computer application software;**
 - (3) computer operating systems and related software;**
 - (4) computer networks;**
 - (5) microprocessors (computer chips) not part of any computer system; or**
 - (6) any other computerized or electronic equipment or components; or**
 - b. any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph A.1.a. of this endorsement;**

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
 - 2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph A.1. of this endorsement.**
- B. If an excluded Cause of Loss as described in Paragraph A. of this endorsement results:**
- 1. in a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or**
 - 2. under the Commercial Property Coverage Part:**
 - a. in a "Specified Cause of Loss," or in elevator collision resulting from mechanical breakdown, under the Causes of Loss - Special Form; or**
 - b. in a Covered Cause of Loss under the Causes of Loss - Basic Form or the Causes of Loss - Broad Form;**

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss," elevator collision, or Covered Cause of Loss.
- C. We will not pay for repair, replacement or modification of any items in Paragraphs A.1.a. and A.1.b. of this endorsement to correct any deficiencies or change any features.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War and Military Action Exclusion.

IN WITNESS CLAUSE

In Witness Whereof, we have caused this Policy to be executed and attested, and, if required by state law, this Policy shall not be valid unless countersigned by our authorized representative.



PRESIDENT



SECRETARY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PREVENTION SERVICES

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS

The following is added to the **Common Policy Conditions**

G. Loss Prevention Services

At our cost, we may provide or recommend a broad range of loss prevention services designed to improve the acceptability of an insured. These services may require your cooperation to make them effective.

We provide these services based on need as indicated by the size, hazard and experience of your operation. We may elect to provide these services through another entity.

In addition to inspections and surveys, referenced in **D. Inspections and Surveys**, these services may include, but are not limited

to, safety and prevention training, consultations, safety devices, health screenings and analyses of accident causes.

We are not obligated to provide any loss prevention services and 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.

This endorsement does not change any other provision of the Policy.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

GLOBAL SANCTION ENDORSEMENT

Notwithstanding any other provision of this Policy, this insurance cannot provide coverage and the Insurer shall not be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such coverage or benefit, or the payment of such claim, would violate, conflict with, or expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or any applicable economic or financial sanctions or other trade laws or regulations, including, but not limited to, of the United States of America, European Union, United Kingdom, or Canada.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Schedule

Schedule - Part I

Terrorism Premium (Certified Acts) \$ 0.00

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies): IMP F231132 00 00

Additional information, if any, concerning the terrorism premium:

Schedule - Part II

Federal share of terrorism losses is 80%
(Refer to Paragraph B. in this endorsement.)

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

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap on Insurer Participation in Payment of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR, BIOLOGICAL OR CHEMICAL EXCLUSION

This endorsement modifies insurance provided under the following:

- AGRIPAK® FARM AND RANCH POLICY
- AgriPro® AGRIBUSINESS® PROTECTION POLICY
- BOILER AND MACHINERY COVERAGE PART
- COMMERCIAL CRIME COVERAGE FORM
- COMMERCIAL CRIME POLICY
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL INLAND MARINE POLICY
- COMMERCIAL PROPERTY COVERAGE PART
- EQUINE CARE, CUSTODY AND CONTROL COVERAGE FORM
- EQUINE CARE, CUSTODY OR CONTROL POLICY
- EQUIPMENT BREAKDOWN COVERAGE PART
- FARM COVERAGE PART
- GOVERNMENT CRIME COVERAGE FORM
- GOVERNMENT CRIME POLICY
- SAFEPAK® POLICY
- SELECT BUSINESS POLICY
- SELECT BUSINESS POLICY COVERAGE FORM

The following exclusion is added:

A. Nuclear, Biological or Chemical Exclusion

Notwithstanding any other provision of this policy, we will not pay for any loss or damage caused, directly or indirectly, in whole or in part, by any of the following, regardless of any other cause(s) or event(s) that may contribute concurrently or in any other sequence to the loss or damage:

1. Any actual, attempted, suspected, or threatened use of any "NBC material" as part of any plan, effort, or design, actually or apparently intended to cause any:
 - a. loss or damage to any tangible or intangible property, or
 - b. "bodily injury" or emotional distress.
2. Any actual, attempted, suspected, or threatened presence, spread, dissemination, release, escape, or distribution of any "NBC material" as a direct or indirect result

of any actual, attempted, suspected, or threatened plan, effort, or design, actually or apparently intended to cause any:

- a. loss or damage to any tangible or intangible property, or
- b. "bodily injury" or emotional distress.

However, if a hostile fire results, directly or indirectly, from 1. or 2. above, we will not pay for any loss or damage from that fire, unless an applicable statute of the state whose law applies to this insurance requires us to do so. This is so, even if another exclusion in this Coverage Form, Coverage Part, or Policy also applies, and under that other exclusion we would pay for loss or damage from that fire.

However, if an applicable statute of the state whose law applies to this insurance requires us to pay for loss or damage from that fire, then we will do so, but only

(a) to the extent necessary to satisfy the minimum mandatory requirements of that statute and

(b) subject to all applicable policy provisions including the Limit of Insurance on the affected property.

Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense Coverage Forms or Endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

B. Definitions

The following definitions are added:

1. "NBC material"

"NBC material" means any nuclear, biological, or chemical material or substance

that causes damage to property or is harmful to human health. "NBC material" includes, but is not limited to:

(1) any radioactive substance or material, and the radiation it releases,

(2) any pathogen, bacterium, microbe, virus, or other organism,

(3) any substance or material produced by or from any pathogen, bacterium, microbe, virus, or other organism, and

(4) any poison, toxin, or other harmful chemical, substance, or material.

(5) the foregoing list (1) through (4) is only illustrative, and should not be construed as a complete, exclusive, or exhaustive list of all "NBC materials."

2. "Bodily injury"

"Bodily injury" includes any physical injury, disease, or death of any person.

**INLAND MARINE COVERAGE PART
DECLARATIONS PAGE**

NAMED INSURED: NJR Possible Management	POLICY PERIOD: 08/12/2024 to 08/12/2025
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In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

DESCRIPTION OF BUSINESS: Dry Van/Box Van/Cargo Van/Dump/Pneumatic/Tanker

PREMIUM:

Premium for this Coverage Part: \$ 750.00

Premium shown is payable: \$ at inception;

\$

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

FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition		Date Added * or Date Deleted	Form Description
1.	CM7600	09-00		Inland Marine Coverage Part Declarations Page
2.	CM0001	09-04		Commercial Inland Marine Conditions
3.	CM8941	11-22		Cargo Advantage Declarations
4.	CM8942	11-22		Cargo Advantage Coverage Form
5.	CM8959	11-22		Scheduled Motor Vehicles Endorsement
6.	CM8950	11-22		Diminishing Deductible Endorsement For Loss-Free Experience
7.	CM8686	06-20		Virus Or Bacteria Exclusion
8.	CM8656	11-17		Marijuana Exclusion

* If not at inception

COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in **Commercial Inland Marine Coverage Forms**:

Loss Conditions**A. Abandonment**

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property 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:

1. pay its chosen appraiser; and
2. bear the other expenses of the appraisal and umpire equally.

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

C. Duties in the Event of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.

3. As soon as possible, give us a description of how, when and where the loss or damage occurred.

4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
 - a. we have reached agreement with you on the amount of the loss; or
 - b. an appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable

Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.

2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets or Parts

1. Pair or Set

In case of loss or damage to any part of a pair or set we may:

- a. repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

i. Reinstatement of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. someone insured by this insurance; or
 - b. a business firm:
 - (1) owned or controlled by you; or
 - (2) that owns or controls you.

This will not restrict your insurance.

General Conditions**A. Concealment, Misrepresentation or Fraud**

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. this Coverage Part;
2. the Covered Property;
3. your interest in the Covered Property; or
4. a claim under this Coverage Part.

B. Control of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. there has been full compliance with all the terms of this Coverage Part; and
2. the action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit to Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. during the policy period shown in the Declarations; and
2. within the coverage territory.

F. Valuation

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

1. the actual cash value of that property;
2. the cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. the cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

CARGO ADVANTAGE® DECLARATIONS

NAMED INSURED: NJR Possible Management	POLICY PERIOD: 08/12/2024 to 08/12/2025
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1. Coverage and Limits of Insurance: Coverage is provided only if a Limit of Insurance is shown.

The most we will pay for "loss" is:

\$ 25,000 in any one "loss" but not more than:
 \$ on any one vehicle while in "transit" or (X) See CM 89 59 Schedule of Motor Vehicles

2. Additional Coverages:

	Limits of Insurance
Debris Removal, Towing, Traffic Control & Security	\$ 25,000
Reloading Expense	\$ 5,000
Pollutant Clean Up	\$ 10,000
Earned Freight Charges	\$ 10,000
Fire Department Service Charges	\$ 10,000
Loss Data Preparation	\$ 1,000
Reward Coverage	\$ 2,500

3. Optional Coverages: Coverage is provided only for those coverages selected below with an (X) in parenthesis:

- () Refrigeration Breakdown
- () Subhauler or Owner Operator under Contract or Lease to a Motor Carrier
- () Owners Goods Extension

	Limits of Insurance
() Non-Owned Container and Trailer Interchange	\$ in any one "loss", but not more than \$ on any one container or trailer
() Reusable Packing Containers	\$
() Tarps, Chains and Moving Equipment	\$

- 4. Deductible:** All Covered Causes of Loss unless a separate amount is shown below
- | | |
|---|----------|
| | \$ 1,000 |
| Refrigeration Breakdown | \$ |
| Non-Owned Container and Trailer Interchange | \$ |
| Reusable Packing Containers | \$ |
| Tarps, Chains and Moving Equipment | \$ |
| () See Endorsement | |

If two or more deductibles would apply in any one "loss", only the largest single deductible will apply and that amount will be deducted.

5. Premium & Reporting:

Premium Basis: Scheduled Vehicles
 Non-Reporting
 Reporting

Premium: \$ 750.00

REPORTING

Deposit Premium: \$

Minimum Premium: \$

Reporting Period: Monthly Quarterly Annual

Premium Adjustment Period: Monthly Quarterly Annual

Reporting Rate: \$ per 100 of reporting base or See Multiple Rate Endorsement

Reporting Base: "Gross Mileage" "Gross Receipts" Other - See Endorsement

Date First Report Due:

CARGO ADVANTAGE® COVERAGE FORM

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

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

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

A. Coverage

We will pay those sums that you become legally obligated to pay for "loss" to Covered Property from any of the Covered Causes of Loss.

- 1. Covered Property** means lawful goods and merchandise of others not otherwise excluded in this policy that you have accepted for transportation as a motor carrier under your tariff, bill of lading, shipping receipt or other written transportation contract.

We cover property only while it is:

- a. contained in or on a land vehicle while in "transit" and during "loading" and "unloading," or
- b. at premises scheduled under the **1. Coverage and Limits of Insurance** in the Declarations.

Coverage at such premises applies only to property:

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

However, in no event will we cover "loss" to Covered Property beyond the period of time for which you are liable under the terms of the tariff, bill of lading, shipping receipt or other written transportation contract.

2. Property Not Covered

Covered Property does not include:

- a. vehicles that are used to transport the Covered Property, including automobiles, trucks, trailers, intermodal containers, and container chassis; and any equipment, reusable shipping and packing materials or supplies such as totes, containers or bins, except as provided in the Optional Coverages, Reusable Packing Containers;

This does not apply to property that you have accepted for transportation and is specifically described under your tariff, bill of lading, shipping receipt or other written transportation contract, provided you are not using such property to transport other property.

- b. accounts, bills, blueprints, coins, currency, deeds, evidences of debt, food stamps, lottery tickets not held for sale, money, notes, securities, commercial paper or other documents of value;

- c. bullion, gold, silver, platinum or other precious alloys or metals, jewelry, watches, precious or semiprecious stones or similar valuable property;
- d. furs and fur-trimmed garments;
- e. antiques, art, paintings, statuary and other works of art;
- f. contraband, or property in the course of illegal transportation or trade;
- g. property for which you act as a transportation broker;
- h. property while it is being installed, erected, or dismantled or while you are acting as a rigger or installer;
- i. blood, organs or tissues;
- j. biologics, prescription pharmaceuticals or controlled substances;
- k. tobacco or manufactured tobacco products;
- l. loads requiring orange (explosives) placard or yellow and white (radioactive materials) placard;
- m. baled cotton, unless ginned more than seventy-two (72) hours prior to "loading" and covered by tarp while in "transit"; and
- n. any other property excluded by endorsement to this policy.

3. Covered Causes of Loss

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

4. Additional Coverages

a. Debris Removal, Towing, Traffic Control & Security

The most we will pay for the sum of your expenses for Debris Removal, Towing, Traffic Control & Security in any one occurrence is the Limit of Insurance shown in the Declarations.

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

This Additional Coverage does not apply to the cost to:

- (a) extract "pollutants" from land or water; or
 - (b) remove, restore or replace polluted land or water.
- (2) Towing - We will pay your proportion of your actual, necessary expense to tow a vehicle containing Covered Property, following a "loss" to Covered Property or the conveying vehicle from a Covered Cause of Loss. We will have the right to reduce the amount payable under this additional coverage by any payment made to you from other sources.

(3) **Traffic Control and Security** - We will pay your proportion of your actual, necessary expense to control traffic and provide security necessary to oversee or gather up the cargo in an occurrence that requires reloading or towing as described above. We will have the right to reduce the amount payable under this additional coverage by any payment made to you from other sources.

b. Reloading Expense

If Covered Property is spilled, dislocated, exposed to the weather, or immobilized as a direct result of an accident to the conveying vehicle, we will pay your actual, necessary expense to reload the Covered Property. This coverage applies when there has been no "loss" to Covered Property or when the amount of the "loss" is less than the amount of your deductible. The most we will pay for the sum of your expenses for Reloading in any one occurrence is the Limit of Insurance shown in the Declarations.

This additional coverage does not apply to the cost to:

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

c. Pollutant Clean Up

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

- (1) the date of direct physical "loss"; or
- (2) the end of the policy period.

The most we will pay under this Additional Coverage is the Limit of Insurance shown in the Declarations for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate policy period.

d. Earned Freight Charges

We will pay your earned freight charges that you are unable to collect as a result of a "loss" to Covered Property from a Covered Cause of Loss up to the Limit of Insurance shown in the Declarations for this coverage.

e. Fire Department Service Charges

We will pay for fire department service charges that are your legal obligation, when the fire department is called to save or protect Covered Property from a Covered Cause of Loss up to the Limit of Insurance shown in the Declarations for this coverage.

f. Loss Data Preparation

We will pay your actual cost of preparing a Statement of Loss or any other exhibits required in connection with any claim under this Coverage Form up to the Limit of Insurance shown in the Declarations for this coverage.

This Additional Coverage does not apply to public adjuster or attorney fees.

g. Reward Coverage

We will reimburse you up to the Limit of Insurance shown in the Declarations for a reward that you pay to an individual who provides information that leads to the arrest and conviction of a person or persons who committed a crime that resulted in a "loss" to Covered Property that we paid under this Coverage Form. This coverage does not apply in those states that do not consider rewards as a matter of insurance, and thereby disallow them as part of insurance policies.

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

The Limits of Insurance for the above Additional Coverages are separate from the Limits of Insurance shown in section 1. of the Declarations.

B. Exclusions

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

a. Governmental Action

Seizure, confiscation, destruction, or quarantine of property by, or by order of, governmental authority.

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

b. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct physical "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

c. War and Military Action

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

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

- a. delay, loss of use, loss of market, loss of value, interruption of business, loss of income or any other consequential loss.
- b. any criminal or fraudulent act, error or omission, or any intentional or knowing violation of the law, committed by you or at your direction by:
 - (1) you, your partners, managers, directors, officers, trustees, employees or authorized representatives (including leased employees and operators under contract to you);
 - (2) anyone with an interest in the property (including their employees and authorized representatives); or

(3) anyone to whom you have entrusted for any purpose the Covered Property, including owner operators:

- (a) acting alone or in collusion with others;
- (b) whether or not occurring during the hours of employment.

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

- c. Covered Property deemed adulterated by any federal or state law or regulation, or contractual agreement, if the adulteration is caused by or results from your failure to comply with any federal or state law or regulation, or contractual requirements for the transport of Covered Property.

However, we will pay for "loss" to Covered Property deemed adulterated if the adulteration is caused by or results from a Covered Cause of Loss to Covered Property.

- d. voluntary parting with any Covered Property by you or anyone entrusted with or in possession of that property if induced to do so by any fraudulent scheme, trick, or false pretense.
- e. wear and tear, any quality in the property that causes it to damage or destroy itself, spoilage, deterioration, rot, bacteria, mold, rusting, corrosion, extremes of temperature or humidity, freezing, shrinkage, evaporation, loss of weight, changes in flavor, finish or texture, contamination, insects, vermin and rodents unless caused by fire, explosion, smoke, riot or civil commotion, vandalism or malicious mischief, theft, flood, collision, upset or overturn of the transporting conveyance.
- f. wetness or dampness when Covered Property is in or on an open topped, flat bed or curtain sided trailer or truck unless:
 - (1) the Covered Property is completely and securely covered with a waterproof tarpaulin; and
 - (2) the tarpaulin first sustains "loss" by a Covered Cause of Loss.
- g. theft or death or destruction of live animals, birds, poultry, insects, vermin, rodents, fish or marine life unless the "loss" is directly resulting from or made necessary by fire, smoke, explosion, rioters, strikers, civil commotion, flood, or by collision, upset or overturn of the vehicle carrying the property, if these causes of "loss" would be covered under this Coverage Form.

We do not cover the reduction in the market value or downgrading of live animals, birds, poultry, insects, vermin, rodents, fish or marine life due to minor injuries, scrapes and bruises.

- 3. We will not pay for any costs, expenses, fees, fines, damages or penalties you incur for violation of any law or regulation that applies to your delay in payments, denial or settlement of any claim made against you by others.
- 4. We will not pay for any costs, expenses, fees, fines, damages or penalties you incur resulting from your failure to comply with any federal or state law or regulation, or contractual requirements for the transport of Covered Property, including but not limited to any requirements related to seal integrity.

C. Limits of Insurance

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

D. Deductible

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

If two or more deductible amounts in the Policy apply to a single occurrence, the total amount deducted will be the largest single deductible applicable.

E. Additional Conditions

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

1. Coverage Territory

We cover property within the United States of America and Canada.

2. Valuation

General Condition F. **Valuation**, subparagraph 1. in the Commercial Inland Marine Conditions is deleted and replaced with the following:

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

3. Claims Against Others

Loss Condition C. **Duties in the Event of Loss** in the Commercial Inland Marine Conditions is amended to add the following:

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

4. Impairment of Rights of Recovery

Loss Condition J. **Transfer of Rights of Recovery Against Others to Us** in the Commercial Inland Marine Conditions is amended to add the following:

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

5. Labels

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

6. Records

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

7. Reimbursement to Us

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

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

8. Adjustment and Payment of Loss

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

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

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

9. Reporting (applies only if indicated in the Declarations)

- a. **Reports.** Within 15 days after the end of each reporting period, you will file a report with us providing the full amount of the reporting basis shown in the Declarations.

b. Rates and Premium**(1) Premium Computation**

We will compute the premium as of each Premium Adjustment Period shown in the Declarations. The reporting rate(s) shown in the Declarations shall be multiplied by the full amount of the reporting basis.

(2) Premium Adjustment

We will apply the computed premium to the Deposit Premium until it is exhausted. You will pay us all premiums that exceed the Deposit Premium.

(3) Minimum Premium

You must pay at least the Minimum Premium shown in the Declarations. This Minimum Premium will only apply:

- (a) When the computed premium for the policy period is less than this Minimum Premium; or
- (b) If you cancel this coverage after it has taken effect.

(4) Policy Cancellation

If this policy is cancelled, you will report the full amount of the reporting basis as of the date of cancellation within 30 days of the cancellation date. We will compute the premium for less than a full Premium Adjustment Period on a pro rata basis.

(5) Failure to Submit Reports

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

10. Excess Insurance

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

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

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

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

F. Optional Coverages

The following optional coverage(s) are provided only when shown as selected in **3. Optional Coverages** section of the Declarations.

1. Refrigeration Breakdown

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

We will not pay for spoilage or freezing due to:

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

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

2. Owner Operator or Subhauler under Contract or Lease to a Motor Carrier

Your policy is extended to cover shipments that you transport on behalf of a motor carrier, while you are under a written lease agreement with that motor carrier:

As respects this Optional Coverage only, the following policy changes apply:

Section A. Coverage, Paragraph 1. Covered Property is deleted and replaced with the following:

1. **Covered Property** means lawful goods and merchandise of others not otherwise excluded in this policy, that you accept for transportation on behalf of a motor carrier with whom you are under a written lease agreement and operating under that motor carrier's authority, and that is accepted under that motor carrier's tariff, bill of lading, shipping receipt or other written transportation contract to which the motor carrier is a party.

We cover property only while it is:

- a. contained in or on a land vehicle while in "transit" and during "loading" and "unloading," or
- b. at premises scheduled under the **1. Coverage and Limits of Insurance** in the Declarations. Coverage at such premises applies only to property:
 - 1) that is held at the premises for a period of less than 31 days; and
 - 2) for which no storage charge is made.

However, in no event will we cover "loss" to Covered Property beyond the period of time for which you are liable under the terms of the tariff, bill of lading, shipping receipt or other written transportation contract.

Section A. **Coverage**, Paragraph 3. **Covered Causes of Loss** is deleted and replaced with the following:

3. Covered Causes of Loss

Covered Causes of Loss means the legal liability you assume in a written lease agreement with a motor carrier to reimburse or indemnify that motor carrier for direct physical "Loss" to Covered Property, except those causes of "loss" listed in the Exclusions, while the Covered Property is in your care, custody or control and that occurs while you are operating under that motor carrier's authority.

3. Owners Goods Extension

Covered Property is extended to include your lawful goods and merchandise not otherwise excluded in this policy while in "transit" in or on vehicles operated by you and during "loading" and "unloading."

As respects this Optional Coverage only, the following policy changes apply:

Section A. **Coverage**, the first sentence is deleted and replaced with the following:

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

Section A. **Coverage**, Paragraph 1. **Covered Property** is deleted and replaced with the following:

1. **Covered Property** means your lawful goods and merchandise not otherwise excluded in this policy while in "transit" in or on vehicles operated by you and during "loading" and "unloading."

But we do not cover your property while it is:

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

Section **A. Coverage**, Paragraph **3. Covered Causes of Loss** is deleted and replaced with the following:

3. Covered Causes of Loss

Covered Causes of Loss means direct physical "Loss" to Covered Property, except those causes of "loss" listed in the Exclusions.

Section **B. Exclusions**

Paragraph **1.** is deleted and replaced with the following:

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

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

Paragraph **2.** is deleted and replaced with the following:

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

Subparagraphs a., b., c., d., e., f. and g. remain unchanged.

We will pay the adjusted "loss" covered by this Optional Coverage in any one occurrence up to the applicable Limits of Insurance shown in section 1. of the Declarations. The amount we pay for "loss" under this Optional Coverage is included in, not in addition to, the Limits of Insurance shown in section 1. of the Declarations.

4. Non-Owned Container and Trailer Interchange

Your policy is extended to cover:

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

As respects this Optional Coverage only, the following policy changes apply:

Section **A. Coverage**, Paragraph **2. Property Not Covered**, Subparagraph **a.** is deleted and replaced with the following:

- a. vehicles that are used to transport the Covered Property, including automobiles, trucks, trailers, intermodal containers, and container chassis owned by you; and any equipment, reusable shipping and packing materials or supplies such as totes, containers, or bins, except as provided in the Optional Coverages, Reusable Packing Containers,

Section **A. Coverage**, Paragraph **3. Covered Causes of Loss** is deleted and replaced with the following:

3. Covered Causes of Loss

Covered Causes of Loss means your legal liability for direct physical "Loss" to Covered Property caused by or resulting from:

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

Section **D. Deductible** is deleted and replaced with the following:

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

Section **E. Additional Conditions, Paragraph 2. Valuation** is deleted and replaced with the following:

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

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

1. the amount for which you are liable;
2. the actual cash value of that property;
3. the cost of reasonably restoring that property to its condition immediately before "loss"; or
4. the cost of replacing that property with substantially identical property.

In the event of "loss", the value of property will be determined as of the time of "loss".

The most we will pay in any one occurrence is the applicable Limit of Insurance shown in the Declarations for this coverage.

5. Reusable Packing Containers

Your policy is extended to cover:

Reusable packing containers, which are the property of others, in your care, custody or control for which you are liable under a written agreement. Reusable packing containers include beer kegs, animal pens, poultry cages, metal pallets, skids and other similar reusable packing containers. Reusable packing containers does not include Property Not Covered described in Section **A. Coverage, Paragraph 2. Property Not Covered, Subparagraph a.** of this coverage form.

As respects this Optional Coverage only, the following policy changes apply:

Section **D. Deductible** is deleted and replaced with the following:

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

Section E. **Additional Conditions**, Paragraph 2. **Valuation** is deleted and replaced with the following:

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

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

1. the amount for which you are liable;
2. the actual cash value of that property;
3. the cost of reasonably restoring that property to its condition immediately before "loss"; or
4. the cost of replacing that property with substantially identical property.

In the event of "loss", the value of property will be determined as of the time of "loss".

The most we will pay in any one occurrence is the applicable Limit of Insurance shown in the Declarations for this coverage.

6. Tarps, Chains and Moving Equipment

Your policy is extended to cover:

Tarpaulins, chains, binders, pads, covers, burlap, skids, barrels, cartons, dollies, and hand trucks owned by you or owned by others in your care, custody or control and not accepted for transportation.

As respects this Optional Coverage only, the following policy changes apply:

Section A. **Coverage**, Paragraph 3. **Covered Causes of Loss** is deleted and replaced with the following:

3. Covered Causes of Loss

Covered Causes of Loss means direct physical "Loss" to Covered Property except those causes of "loss" listed in the Exclusions.

Section D. **Deductible** is deleted and replaced with the following:

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

Section E. **Additional Conditions**, Paragraph 2. **Valuation** is deleted.

General Condition F. **Valuation** in the Commercial Inland Marine Conditions applies.

The most we will pay in any one occurrence is the applicable Limit of Insurance shown in the Declarations for this coverage.

G. Definitions

"**Gross Mileage**" means the total mileage for all vehicles, including hired owner operators, operating under your motor carrier authority whether revenue producing or deadhead.

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

"Loading" means the direct physical process of hoisting, lifting or moving of Covered Property from the ground, loading platform or similar area immediately adjacent to the transporting conveyance, onto the transporting conveyance.

"Loss" means accidental loss or damage.

"Maintenance" means:

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

"Pollutants" means any:

- a. solid, liquid, gaseous, thermal or radioactive irritant or contaminant including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned, reclaimed or disposed of;
- b. Electrical or magnetic emissions, whether visible or invisible, and sound emissions;
- c. Organisms or micro-organisms including bacteria, fungus, mold, yeast, or their spores or byproducts; or
- d. Viruses or other pathogens.

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

"Transit" ends when any of the following occurs:

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

"Unloading" means the direct physical process of hoisting, lifting or moving of Covered Property from the transporting conveyance to the ground, loading platform or similar area immediately adjacent to the transporting conveyance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED MOTOR VEHICLES ENDORSEMENT

This endorsement modifies insurance provided under the following:

CARGO ADVANTAGE® COVERAGE FORM

Coverage

If the premium for your policy is determined on a scheduled motor vehicle basis, we will pay for "loss" to Covered Property from a Covered Cause of Loss only if such "loss" occurs while Covered Property is in "transit":

- 1. in or on a motor vehicle (truck or tractor) scheduled below, or
- 2. in or on a trailer (trailer includes a container on a chassis type vehicle) while pulled by a motor vehicle scheduled below, or
- 3. while "loading" or "unloading" from a motor vehicle scheduled below or trailer intended to be or having been pulled by a motor vehicle scheduled below,

and is otherwise covered by the Coverage Form.

This endorsement does not change any coverage provided by **A. Coverage, 1. Covered Property**, Subparagraph **b.** at premises scheduled.

Schedule of Motor Vehicles

Model Year	Manufacturer	Body Type	Identification Number	Limit of Insurance
2017	FORD TRANSIT		1FTYE1YM8HKA37282	\$ 25,000

Additionally Acquired Motor Vehicles

Schedule of Motor Vehicles includes the following:

- 1. any similar motor vehicle that you acquire after the policy inception date by purchase or under a long-term lease (of at least 12 months), and
- 2. any motor vehicle that is a substitute for a motor vehicle scheduled above, when the scheduled motor vehicle is being withdrawn from service because of accident, breakdown, repair, loss or damage to, or sale of, the motor vehicle;

But not beyond:

- a. 30 days; or
- b. the end of the policy period,

whichever occurs first.

You must report these motor vehicles to us within 30 days of the date that you first acquired them. For newly leased or purchased motor vehicles, you will be charged premium from the date of acquisition.

If you fail to report a newly acquired or substitute motor vehicle within the 30-day period, coverage does not and will not apply to "loss" to Covered Property in or on (and during "loading" or "unloading" of) such unreported vehicle and any trailer used with, or pulled by, such motor vehicle.

Limits of Insurance

The most we will pay for "loss" to Covered Property in or on:

1. any newly purchased or leased motor vehicle (including a trailer while pulled by such motor vehicle) is the largest Limit of Insurance shown above for any one scheduled motor vehicle;
2. any substitute motor vehicle (including a trailer while pulled by such motor vehicle) is the Limit of Insurance shown above for the scheduled motor vehicle that was withdrawn from service.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIMINISHING DEDUCTIBLE ENDORSEMENT FOR LOSS-FREE EXPERIENCE

This endorsement modifies insurance provided under the following:

CARGO ADVANTAGE® COVERAGE FORM

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

Should you incur a "loss" covered by this insurance policy that results in a payment by us, immediately following any such "loss," the deductible will be reinstated to the amount shown in the Policy on the attachment date of this endorsement or the deductible amount subsequently endorsed on the Policy that was applicable to your Cargo Advantage® Coverage Form.

The deductible reduction does not apply to separate deductibles shown in the Declarations for Optional Coverages.

For the purpose of this endorsement:

the deductible amount is: \$ 1,000;

the attachment date is: 07/11/2024;

the first renewal date thereafter is: 07/11/2025

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRUS OR BACTERIA EXCLUSION

This endorsement modifies coverage provided by your:

COMMERCIAL INLAND MARINE COVERAGE PART

- A.** The additional exclusion set forth in paragraph **B.** below applies to all coverages, coverage extensions, supplemental coverages, optional coverages, and endorsements that are provided by the Policy to which this endorsement is attached, including, but not limited to, those that provide coverage for covered property, business income, extra expense, rental value, historic tax credit, soft costs, additional living expenses, dependent property, time element or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.
- C.** With respect to any loss or damage subject to the exclusion in paragraph **B.**, such exclusion supersedes any exclusion relating to "pollutants."
- D.** The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
 - a.** Exclusion of "Fungus," Wet Rot, Dry Rot and Bacteria; and
 - b.** *Additional Coverage – Limited Coverage for "Fungus, Wet Rot, Dry Rot and Bacteria, including any endorsement increasing the scope or amount of coverage.*
- E.** The terms of the exclusion in paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARIJUANA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

A. The following is added to Paragraph 2. Property Not Covered:

"Marijuana".

However, this paragraph does not apply to:

Any "marijuana" that is not designed, manufactured, distributed, sold, served or furnished for bodily:

- a. Ingestion;
- b. Inhalation;
- c. Absorption; or
- d. Consumption.

B. For the purpose of this endorsement, the following definition is added: "Marijuana":

1. Means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

2. Paragraph B.1. above, includes, but is not limited to, any of the following containing such THC or cannabinoid:

- a. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or
- b. Any compound, byproduct, extract, derivative, mixture or combination, such as, but not limited to:
 - (1) Resin, oil or wax;
 - (2) Hash or hemp; or
 - (3) Infused liquid or edible marijuana;

whether derived from any plant or part of any plant set forth in Paragraph B.2.a. above or not.

All other terms and conditions remain unchanged.

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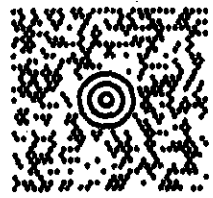
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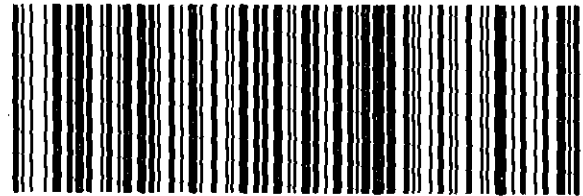
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