

**COMMERCIAL PROPERTY INSURANCE POLICY**

**DECLARATIONS**

Policy Number

**1-50000-00**

Policy Period

1<sup>st</sup> January, 2015 – 1<sup>st</sup> January, 2016  
(12:01a.m. at the address of the Insured)

Insured

**NEXTGEAR CAPITAL INC.**

Address

**1320 City Center Drive, Suite 100  
Carmel, Indiana 46032-3804  
U.S.A.**

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The insurance afforded is with respect to the following coverages as indicated below.

**COVERAGE:** Excess Vehicle Physical Damage

**COVERED PROPERTY:**

Miscellaneous Property - Vehicles

**LIMIT OF LIABILITY:**

\$10,000,000 in the aggregate, but subject to per vehicle sub-limits as more fully described herein

Excess of

\$2,500,000 in the aggregate, but subject to per vehicle sub-limits as more fully described herein which in turn is excess of specified per vehicle deductibles as more fully described herein.

The Limit(s) of Liability as stated herein is the total limit for all coverages provided by this policy for the period, including loss expenses and defence costs, regardless of the number of claims subject otherwise to the terms of this policy.

**PREMIUM:** \$670,000

Any applicable premium taxes and/or Federal Excise Taxes are payable in addition to the premium hereon and are payable by the Insured.

Except as amended by the Policy Change Endorsement attaching hereto and effective 1<sup>st</sup> January, 2014 this policy follows all terms, conditions and exclusions as the expiring policy 1-50000-00.

IN WITNESS WHEREOF this policy has been executed by a duly authorised representative of the Company in Hamilton, Bermuda this 17<sup>th</sup> day of December, 2014

By: 

Authorised Representative

Please review the policy carefully.

E&OE

# MISCELLANEOUS PROPERTY COVERAGE FORM

## COMMERCIAL INLAND MARINE

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.

### A. COVERAGE

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

#### 1. COVERED PROPERTY, as used in this Coverage Form, means:

- a. Your property; and
- b. Property of others that is in your care, custody or control;

that are described in the Declarations.

#### 2. PROPERTY NOT COVERED

Covered Property does not include:

- a. Automobiles, motor trucks, motorcycles, aircraft or watercraft;
- b. Accounts, bills, currency, deeds, money, notes, securities and evidences of debt; or
- c. 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" to Covered Property except those causes of "loss" listed in the Exclusions.

### B. EXCLUSIONS

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

#### a. GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority.

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

#### b. NUCLEAR HAZARD

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

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

#### c. WAR AND MILITARY ACTION

- (1) War, including undeclared or civil war;
  - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for a "loss" caused by or resulting from any of the following:

- a. Delay, loss of use, loss of market or any other consequential loss.

#### b. Dishonest acts by:

- (1) You, your employees or authorized representatives;
- (2) Anyone else with an interest in the property, or their employees or authorized representatives; or
- (3) Anyone else to whom the property is entrusted.

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.

But this exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire.

- c. Unexplained disappearance.
- d. Shortage found upon taking inventory.

e. Processing or work upon the property.

But we will pay for direct "loss" caused by resulting fire or explosion, if these causes of "loss" would be covered under this Coverage Form.

f. Artificially generated current creating a short circuit or other electric disturbance within an item covered under this Coverage Form.

But we will pay for direct "loss" caused by resulting fire or explosion, if these causes of "loss" would be covered under this Coverage Form.

This exclusion only applies to "loss" to that item in which the disturbance occurs.

3. We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss."

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the "loss."

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of part or all of any property wherever located.

d. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, mechanical breakdown, insects, vermin, rodents, corrosion, rust, dampness, cold or heat.

C. LIMITS OF INSURANCE

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

D. DEDUCTIBLE

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

E. ADDITIONAL CONDITIONS

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

1. COVERAGE TERRITORY

We cover property wherever located within:

a. The United States of America;

b. Puerto Rico; and

c. Canada.

2. COINSURANCE

All Covered Property must be insured for its total value as of the time of "loss" or you will incur a penalty.

The penalty is that we will pay only the proportion of any "loss" to an item that the Limit of Insurance shown in the Declarations for the item bears to its total value as of the time of "loss".

3. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Declarations have an insurable interest, we will:

a. Adjust "losses" with you; and

b. Pay any claim for "loss" jointly to you and the Loss Payee, as interests may appear.

F. DEFINITIONS

"Loss" means accidental loss or damage.

## 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.

## 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" to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the "loss". Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the "loss" 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" 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. Make no statement that will assume any obligation or admit any liability, for any "loss" for which we may be liable, without our consent.

6. Permit us to inspect the property and records proving "loss".

7. If requested, permit us to question you under oath, at such times as may be reasonably required, about any matter relating to this insurance or your claim, including your books and records. In such event, your answers must be signed.

8. Send us a signed, sworn statement 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. Promptly send us any legal papers or notices received concerning the "loss".

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", we will not pay more than the actual amount of the "loss".

#### E. LOSS PAYMENT

We will pay or make good any "loss" covered under this Coverage Part within 30 days after:

1. We reach agreement with you;
2. The entry of final judgment; or
3. The filing of an appraisal award.

We will not be liable for any part of a "loss" that has been paid or made good by others.

#### F. OTHER INSURANCE

If you have other insurance covering the same "loss" as the insurance under this Coverage Part, we will pay only the excess over what you should have received from the other insurance. We will pay the excess whether you can collect on the other insurance or not.

#### **G. PAIR, SETS OR PARTS**

1. Pair or Set. In case of "loss" 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
  - b. Pay the difference between the value of the pair or set before and after the "loss".
2. Parts. In case of "loss" 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. PRIVILEGE TO ADJUST WITH OWNER**

In the event of "loss" involving property of others in your care, custody or control, we have the right to:

1. Settle the "loss" with the owners of the property. A receipt for payment from the owners of that property will satisfy any claim of yours.
2. Provide a defense for legal proceedings brought against you. If provided, the expense of this defense will be at our cost and will not reduce the applicable Limit of Insurance under this Insurance.

#### **I. RECOVERIES**

Any recovery or salvage on a "loss" will accrue entirely to our benefit until the sum paid by us has been made up.

#### **J. REINSTATEMENT OF LIMIT AFTER LOSS**

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

#### **K. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or for whom we make payment under this Insurance 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.

#### **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. 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 "loss".

##### **C. NO BENEFIT TO BAILEE**

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

##### **D. POLICY PERIOD**

We cover "loss" commencing during the policy period shown in the Declarations.

##### **E. 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
3. 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".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALCULATION OF PREMIUM**

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 PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN 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

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INDIANA CHANGES – CONCEALMENT,  
MISREPRESENTATION OR FRAUD**

This endorsement modifies Insurance provided under the following:

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

The CONCEALMENT, MISREPRESENTATION OR  
FRAUD Condition is replaced by the following:

**CONCEALMENT, MISREPRESENTATION OR  
FRAUD**

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact or
2. Fraud

committed by an insured at any time and relating to a claim under this policy.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **INDIANA CHANGES – RIGHTS OF RECOVERY**

This endorsement modifies Insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART

The Transfer Of Rights Of Recovery Against Others To Us Condition is replaced by the following:

### **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. Our right to recover damages from another may be enforced even if the person or organization to or for whom we make payment has not been fully compensated for damages.

The person or organization to or for whom we make payment must do everything necessary to secure our rights and must do nothing after loss to impair them.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## INDIANA 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. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

**2. Cancellation Of Policies In Effect**

**a. 90 Days Or Less**

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

**b. More Than 90 Days**

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 45 days before the effective date of cancellation if:
  - (a) There has been a substantial change in the scale of risk covered by this policy;
  - (b) Reinsurance of the risk associated with this policy has been cancelled; or
  - (c) You have failed to comply with reasonable safety recommendations.

B. The following is added to the Common Policy Conditions and supersedes any provision to the contrary.

**NONRENEWAL**

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal at least 45 days before;
  - a. The expiration date of this policy, if the policy is written for a term of one year or less; or
  - b. The anniversary date of this policy, if the policy is written for a term of more than one year.

2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

POLICY NUMBER:

IL 09 53 01 08

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF 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  
CRIME AND FIDELITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
STANDARD PROPERTY POLICY

### **SCHEDULE**

The Exception Covering Certain Fire Losses (Paragraph C) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance 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.

- B. The following exclusion is added:

#### **CERTIFIED ACT OF TERRORISM EXCLUSION**

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

- C. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph B. applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. 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 which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) 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.

#### **D. Application Of Other 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.

## **POLICY CHANGE ENDORSEMENT**

Attaching to and forming part of Policy No: 1-50000-00

Effective Date : 1<sup>st</sup> January, 2014

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**This endorsement modifies the insurance provided under the Miscellaneous Property Coverage Form: CM 70 99 11 91 attaching hereto.**

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

1. Covered Property, as used in this coverage form, means your property that is described in the Declarations.

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

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, deeds, money, notes, securities, evidence of debt, and expected profit from sale of "floor unit";
- b. Contraband, or property in the course of illegal transportation or trade;
- c. Any motorized vehicle that has been leased, sold, rented (including rent to own), loaned or otherwise furnished to others including demonstrators provided to an employee or other for a fee;
- d. Chauffeur driven vehicles used for public transportation including, but not limited to limousines;
- e. Aircraft;
- f. Any rebuilt or salvage vehicle or vehicle with a salvage or "rebuilt title";
- g. Any motorized vehicle, the use of which by the dealer is in contravention to any permissible use by dealer thereof as authorized in the dealer's NextGear Capital demand promissory note and security agreement;
- h. Any motorized vehicle for which dealer delivers possession to a buyer without obtaining guaranteed funds from the buyer coincident with the delivery of possession; and/or
- i. Preexisting damage to any vehicle; this includes damage to a repossessed vehicle;
- j. Diminished value of a covered auto, antique classic car, semi-trailer truck, transfer truck, 18-wheeler, heavy equipment, which refers to heavy duty vehicles specifically designed to execute construction tasks, motor cycle, recreational vehicle, motorhome or watercraft due to loss.

**Section C. Limits of Insurance** is deleted and replace with the following:

**C. Limits of Insurance**

1. The most we will pay for "loss" in any one "occurrence" will be the lesser of the applicable limit of insurance of the "floor plan" or \$250,000 subject to the following sub-limits:
2. Sub-limits do not increase the policy limit of \$10,000,000. The most we will pay for "loss" to any one vehicle is the amount stated below:

- a. Any one vehicle other than an "antique classic car", any semi-trailer truck, transfer truck, 18-wheeler, or heavy equipment which refers to heavy-duty vehicles, specially designed for executing construction tasks: \$75,000
- b. Any one "antique classic car": \$15,000
- c. Any one other type of motorized vehicle, including but not limited to motorcycles, recreational vehicles, motor homes or watercraft: \$75,000

However, the most we will pay for "loss" to any one vehicle will not exceed the lesser of (A) the principle balance owed the insured by the entity contractually responsible for the vehicle or (B) the valuation of the vehicle as defined under CM 00 01, Commercial Inland Marine Conditions, as amended by CM 79 01.

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

**D. Deductible**

The following deductibles apply per vehicle:

- a. Vehicles with invoice cost of \$10,000 or less: The deductible shall be \$1,000 for the perils of hail and/or flood.
- b. Vehicles with invoice cost higher than \$10,000 and less than \$25,000: The deductible shall be \$1,500 for the perils of hail and/or flood.
- c. Vehicles with invoice cost of \$10,000 or less: The deductible shall be \$500 for all other perils insured except as noted above for hail and flood.
- d. Vehicles with invoice cost higher than \$10,000 and less than \$25,000: The deductible shall be \$1,000 for all other perils insured except as noted above for hail and flood.
- e. Vehicles with invoice cost higher than \$25,000: The deductible shall be \$2,500 for all perils.

**Section E. Additional Conditions, the following conditions are added:**

- 4. We will not pay for "loss" in any one "occurrence" until the total of all covered "losses", less the total of all deductibles applicable to these covered "losses" accumulates to \$2,500,000 in any one policy term. In calculating accumulated "loss", "loss" to any one item is limited by the maximum amounts set forth in section C. Limits of Insurance. Once the total of all covered "losses", less the total of all deductibles applicable, set forth in Section D. Deductible, to these covered "losses" accumulates to \$2,500,000 in any one policy term, we will not pay for "loss" in any one "occurrence" until the amount of the adjusted "loss" before applying the applicable limits of insurance exceeds the deductible. Subject to the valuation condition, we will then pay the amount of the adjusted "loss" in excess of the deductible, up to the applicable limit of insurance.
- 5. Storage Costs: Upon notification to NextGear Capital that a covered auto, antique classic car, semi-trailer truck, transfer truck, 18-wheeler or heavy equipment (herein referred to as "recovered auto") has been recovered, the "recovered auto" must be moved within 5 business days of the time of notification to NextGear Capital. We will only pay the storage and towing costs which would have resulted if the

"recovered auto" was moved within 5 business days of the time of notification.

6. The outstanding and unpaid principal balance, accrued interest and floor plan fees on the date of the loss, but excluding all other accrued and/or assessed fees and charges owed to Next Gear Capital for that property.

**Section F. Definitions, the following definitions are added:**

"Rebuilt Title" means a title placed upon a rebuilt or reconstructed vehicle that previously was a salvage vehicle but has now been repaired and restored to operation.

"Antique classic car" means a vehicle that was manufactured in a model year 25 years or more prior to the year of this policy's effective date.

"Floor Plan" means a formal contractual security agreement that a dealer has entered into with you to supply them with the capital in order to purchase vehicles for resale, and whose "floor units" are covered.

"Floor Unit" means a vehicle whose VIN is in the NextGear Capital system and that has an outstanding balance on the "floor plan" and that has been purchased by a dealer with a "floor plan" and that purchase has been financed in whole or in part by you; and that is either; a) held by the dealer in inventory for sale; or b) in the custody of a common carrier in the due course of transit from a distributor to dealer.

"Occurrence" means any one loss, disaster, casualty, or series of losses, disasters, or casualties, arising out of one event suffered by an individual dealer with a "floor plan". When the term applies to loss or losses from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, earthquake, volcanic eruption, riot, riot attending a strike, civil commotion, vandalism and malicious mischief, or terrorism one event shall be construed to be all losses arising during a continuous period of 72 hours. When filing proof of loss, the Insured may elect the moment at which the 72 hour period shall be deemed to have commenced, which may not be earlier than the time when the first loss to covered property occurs.

**This Endorsement modifies the Commercial Inland marine Conditions Form CM 00 01 but only with respect to its application to CM 70 99.**

**Section E. Valuation**

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

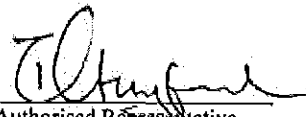
1. The wholesale value published by the National Automotive Dealers Association, (NADA), plus up to a maximum \$500 for documented betterments; or
2. The actual cash value of the property if there is no NADA published wholesale value; or
3. The cost to reasonably restore that property to its condition immediately before "loss" or
4. The cost of replacing that property with substantially identical property.

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



All other terms and conditions remain unchanged.

**BSC INSURANCE LIMITED**

  
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Authorised Representative

E&OE