

# Starr Indemnity Commercial Auto Liability Program Claim Reporting Guidelines

#### Please Send All Commercial Auto Liability Loss Notices To our Claims Administrator:

FARA (F. A. Richard & Associates) 1625 West Causeway Approach Mandeville, LA 70471

Claims E-mail: StarrIndemnity@fara.com

**Claims Fax:** (877) 297-3272

After hours emergency call service: (877) 815-3272

Our preferred method of reporting is by email but Loss Notices may be submitted via certified mail or faxed. If immediate attention is needed, e-mailing or faxing the Loss Notice and/or Claim or Litigation information is strongly recommended. If you have a claim related question and need to contact us by telephone, please do so at (877) 815-3272 and request to speak to our claims staff.

#### **Consult Your Policy For Loss Reporting Requirements**

Your policy states when to report a loss and details the information to be submitted with a First Notice of Loss. This is often found in the General Conditions section, although it may be changed by an endorsement. Additionally, the following information/documentation will always be helpful in assisting us with our evaluation.

- Citing Starr Indemnity's policy, or claim number, in all correspondence.
- Providing a copy of any suit, demand for arbitration or mediation, a governmental agency notice, claim letter or any similar notice.
- Sending a copy of any internal reports related to the loss.
- Forwarding copies of status reports prepared by your defense counsel and/or your claim handler, if the case has been pending for a period of time.

Starr Indemnity will always acknowledge each First Notice of Loss, initiate contact to open lines of communication, and will request any additional information that may be needed. Our formal claims acknowledgment will identify Starr Indemnity's person responsible for handling your reported Claim, and their specific contact information.

If you have questions or would like to discuss a specific loss with one of our Claims Team members, please feel free to contact us. Thank you.

# **BUSINESS AUTO DECLARATIONS**

#### **ITEM ONE**

Company Name:	Starr Inde	Starr Indemnity & Liability Company				
Producer Name:	LOCKTON	N COMPANIES	S LLC			
Named Insured:	Colorado	Petroleum Pro	ducts (	Co		
Mailing Address:	5590 High Denver, C					
				Policy Period		
	4/2015			A: 40 04 A NA O:		
To: 10/0 Previous Policy No	1/2015	ISIPCA082252	14	At 12:01 A.M. Standard Ti	me at your mailing a	ladress.
Trevious Folicy III	uniber. O	1011 O/1002202				
Form Of Business  ✓ Corporation  ☐ Partnership	:		_imited	Liability Company	□Individual	
In return for the pay as stated in this pol		e premium, an	d subje	ect to all the terms of this po	licy, we agree with y	you to provide the insurance
Premium shown	is payable	at inception:	\$	39,754.00		
,	Auto Theft	Authority Fee Total:	\$ \$	16.00 39,770.00		
Audit Period (If Ap	plicable):	✓Annually		☐Semi-Annually	Quarterly	☐Monthly
				Endorsements		
BUSINESS AUTO	DECLARA	ATIONS				CA DS 03 10 13
BROAD FORM N	AMED INS	URED				SICA 1014 06/11
COMMON POLIC	Y CONDIT	IONS				IL 00 17 11 98
NUCLEAR ENER	GY LIABILI	TY EXCLUSIO	N END	OORSEMENT (BROAD FOR	M)	IL 00 21 09 08
CALCULATION C	F PREMIU	М				IL 00 03 09 08
COLORADO CHA	ANGES - CO	ONCEALMENT	, MISF	REPRESENTATION OR FRA	AUD	IL 01 69 09 07
COLORADO CHA	ANGES - CA	ANCELLATION	AND	NONRENEWAL		IL 02 28 09 07
EARLY NOTICE	OF CANCE	LLATON PRO	/IDED	BY US		SICA 1028 (04/12)
BUSINESS AUTO	COVERAG	GE FORM				CA 00 01 10 13
COLORADO CHA	ANGES					CA 01 13 10 13
COLORADO UNI	NSURED M	OTORISTS C	OVER/	AGE - PROPERTY DAMAGE	≣	CA 21 26 10 13
COLORADO UNI	NSURED M	OTORISTS C	OVERA	AGE - BODILY INJURY		CA 21 50 10 13
EXPLOSIVES						CA 23 01 12 93
EMPLOYEE HIRE	ED AUTOS					CA 20 54 10 13
EMPLOYEES AS	INSUREDS	S				CA 99 33 02 99
EXCLUSION OF	TERRORIS	SM				CA 23 84 10 13
EXCLUSION OF	TERRORIS	M INVOLVING	NUCL	EAR, BIOLOGICAL OR CH	EMICAL	CA 23 85 10 13

CA DS 03 10 13

TERRORISM	
SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE	CA 23 94 10 13
U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") NOTICE TO POLICYHOLDERS	IL P 001 01 04
COLORADO FRAUD STATEMENT	IL N 020 09 03
FEDERAL MOTOR CARRIER FILING ENDORSEMENT	MCS-90
LOSS PAYABLE CLAUSE	CA 99 44 10 13
POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS - BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS	CA 99 48 10 13
ARIZONA CHANGES	CA 01 75 10 13
ARIZONA FRAUD STATEMENT	IL N 014 09 03
ARIZONA UNDERINSURED MOTORISTS COVERAGE	CA 21 40 10 13
ARIZONA UNINSURED MOTORISTS COVERAGE	CA 21 39 10 13

# **Countersignature Of Authorized Representative**

Name: Jim Vendetti

Title: Senior Vice President & Chief Underwriting Officer

Signature:

**Date:** 02/03/2015

#### Note

Officers' facsimile signatures may be inserted here, on the policy cover or elsewhere at the company's option.

#### **ITEM TWO**

# **Schedule Of Coverages And Covered Autos**

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

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	1	\$ 1,000,000	\$ 30,878
Personal Injury Protection (Or Equivalent No-Fault Coverage)		Separately Stated In Each Personal Injury Protection Endorsement Minus  \$ Deductible	\$
Added Personal Injury Protection (Or Equivalent Added No-Fault Coverage)		Separately Stated In Each Added Personal Injury Protection Endorsement.	\$
Property Protection Insurance (Michigan Only)		Separately Stated In The Property Protection Insurance Endorsement Minus  \$ Deductible. For Each Accident.	\$
Auto Medical Payments	2	\$ 5,000 Each Insured	\$ 1,239
Medical Expense And Income Loss Benefits (Virginia Only)		Separately Stated In The Medical Expense And Income Loss Benefits Endorsement	\$
Uninsured Motorists	2	\$ 1,000,000	<b>\$</b> 1,156
Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)	2	\$ 1,000,000	\$ 835

Physical Damage Comprehensive Coverage	7, 8	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 5,000 Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning. See Item Four for Hired or Borrowed Autos.	\$ 1,777
Physical Damage Specified Cause Of Loss Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus  \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism See Item Four for Hired or Borrowed Autos.	\$
Physical Damage Collision Coverage	7, 8	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 5,000 Deductible For Each Covered Auto. See Item Four for Hired or Borrowed Autos.	\$ 3,819
Physical Damage Towing And Labor		\$ For Each Disablement Of A Private Passenger Auto	\$
Non-Ownership Liability Auto Uninsured Motorist Underinsured Motorist		\$ \$	\$ \$
Hired Auto Liability Physical Damage Comp. Coll. Uninsured Motorist Underinsured Motorist		\$ 100 Deductible \$ 1,000 Deductible \$ \$	\$ 50 \$ \$ \$ \$
		Premium For Endorsements	\$ 0.00
*This Dallace May D. O. Line T. 5	::	Estimated Total Premium	\$ 39,754.00
*This Policy May Be Subject To F	inai Audit.		

# **Schedule Of Covered Autos You Own**

Covered Auto	Covered Auto Number: 1							
Town And Stat	Town And State Where The Covered Auto Will Be Principally Garaged:							
111 Denver CO	)							
		Cover	ed Auto Description					
Year: 2000	Model: F250 PU	Tra	de Name: FORD					
Body Type:		Ser	ial Number (S):					
Vehicle Identifi	cation Number (VIN):	1FTNF20L52E	C05524					
	_		Classification	_				
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code		
\$ 35,000	Local	s	Light	12		01499		

		responding Item Two column applies in	,
Coverages		Limit	Premium
Covered Autos Liability	\$ 1,000,000		\$ 483
Personal Injury Protection	Stated In Each Person	onal Injury Protection	\$
Frotection	\$	Deductible	
Added Personal Injury Protection	Stated In Each Adde Protection Endorse		\$
Property Protection Insurance (Michigan Only)	Stated In The Prope Insurance Endorsen		\$
Auto Medical Payments	\$ 5,000		\$ 34
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medi come Loss Benefits Each Person	cal Expense And In- Endorsement For	\$
Comprehensive	Stated In Item Two I	Minus  Deductible	\$ 45
Specified Causes	Stated In Item Two I		\$
Of Loss	\$ 0	Deductible	·
Collision	Stated In Item Two I	Minus	\$ 72
	\$ 5,000	Deductible	
Towing and Labor	\$	Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto Number: 2								
Town And State	Town And State Where The Covered Auto Will Be Principally Garaged:							
111 Denver CO								
		Cove	red Auto Description					
Year: 2007	Model: F-250 PU	Tra	ide Name: FORD					
Body Type:		Se	rial Number (S):					
Vehicle Identifi	cation Number (VIN):	1FTSX21567E	A04481					
Classification								
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code		
\$ 35,000	Local	s	Light	9		01499		

Cayaragaa		Limit	Premium
Coverages		Limit	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
Covered Autos Liability	\$ 1,000,000		\$ 483
Personal Injury Protection	Stated In Each Person Endorsement Minus	onal Injury Protection	\$
	\$	Deductible	
Added Personal Injury Protection	Stated In Each Adde Protection Endorsen		\$
Property Protection Insurance (Michigan Only)	Stated In The Proper Insurance Endorsem \$		\$
Auto Medical Payments	\$ 5,000		\$ 34
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medic come Loss Benefits Each Person		\$
Comprehensive	Stated In Item Two M	linus	\$ 67
	\$ 5,000	Deductible	
Specified Causes	Stated In Item Two M	linus	\$
Of Loss	\$ 0	Deductible	
Collision	Stated In Item Two M	linus	\$ 108
	\$ 5,000	Deductible	
Towing and Labor	\$	Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto	Number: 3					
Town And Sta	te Where The Covered	Auto Will Be Princi	pally Garaged:			
111 Denver Co	)					
		Covered	Auto Description			
Year: 1996	Model: FL70	Trade	Name: FRHT			
Body Type:		Seria	l Number (S):			
Vehicle Identif	ication Number (VIN):	1FV6HLACITLB	68206			
		С	lassification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
50,000	Local	s	Medium	12		21499

Coverages		Limit	Premium
<b>Covered Autos Liability</b>	\$ 1,000,000		\$ 507
Personal Injury Protection	Stated In Each I Endorsement M	Personal Injury Protection inus	\$
	\$	Deductible	
Added Personal Injury Protection	Stated In Each A	Added Personal Injury orsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Pi Insurance Endo \$	roperty Protection rsement Minus Deductible	\$
Auto Medical Payments	\$ 5,000		\$ 34
Medical Expense And Income Loss Benefits (Virginia Only)		Medical Expense And In- efits Endorsement For	\$
Comprehensive	Stated In Item T \$ 5,000	wo Minus Deductible	\$ 43
Specified Causes	Stated In Item T		\$
Of Loss	\$ 0	Deductible	
Collision	Stated In Item T	wo Minus	\$ 92
	\$ 5,000	Deductible	
Towing and Labor	\$	Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto Number: 4						
Town And Sta	te Where The Covered	Auto Will Be Princi	pally Garaged:			
111 Denver CC	)					
		Covered	d Auto Description			
Year: 2000	Model: TRACTOR	Trade	Name: FRHT			
Body Type:	•	Seria	l Number (S):			
Vehicle Identif	ication Number (VIN):	1FV6HJAC5YHC	16458			
Classification						
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 50,000	Local	s	Heavy	12		34499

Coverages		Limit	Premium
	£ 4 000 000	Lillit	1 1 0 1 1 1 0 1 1 1
Covered Autos Liability	\$ 1,000,000		\$ 704
Personal Injury	Stated In Each Pe	ersonal Injury Protection	<b> \$</b>
Protection	Endorsement Min	ius	
	\$	Deductible	
Added Personal	Stated In Each Ad	lded Personal Injury	\$
Injury Protection	Protection Endors	sement	
Property Protection	Stated In The Pro	perty Protection	\$
Insurance	Insurance Endors		
(Michigan Only)	\$	Deductible	
Auto Medical	\$ 5,000		\$ 34
Payments			
Medical Expense And	Stated In Each Me	edical Expense And In-	\$
Income Loss Benefits		its Endorsement For	
(Virginia Only)	Each Person		
Comprehensive	Stated In Item Tw	o Minus	\$ 43
	\$ 5,000	Deductible	
Specified Causes	Stated In Item Tw	o Minus	\$
Of Loss	\$ 0	Deductible	
Collision	Stated In Item Tw	o Minus	\$ 116
	\$ 5,000	Deductible	
Towing and Labor	\$	Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto I	Number: 5					
Town And Stat	e Where The Covered	Auto Will Be Prii	ncipally Garaged:			
111 Denver CO						
		Cove	red Auto Description			
Year: 1994	Model: 4500G TANK	Tra	de Name: FORD			
Body Type:		Se	rial Number (S):			
Vehicle Identifi	cation Number (VIN):	IFDYL90E4R\	/A09645			
	_		Classification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercia	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 50,000	Local	s	Heavy	12		31499

0		I limite	, D
Coverages		Limit	Premium
Covered Autos Liability	\$ 1,000,000		\$ 553
Personal Injury Protection	Stated In Each Endorsement N	Personal Injury Protection linus	\$
	\$	Deductible	
Added Personal Injury Protection	Stated In Each Protection End	Added Personal Injury orsement	\$
Property Protection Insurance (Michigan Only)		roperty Protection orsement Minus Deductible	\$
Auto Medical Payments	\$ 5,000		\$ 34
Medical Expense And Income Loss Benefits (Virginia Only)		Medical Expense And In- efits Endorsement For	\$
Comprehensive	Stated In Item 7 \$ 5,000	wo Minus Deductible	\$ 43
Specified Causes	Stated In Item 7	wo Minus	\$
Of Loss	\$ 0	Deductible	
Collision	Stated In Item 1	wo Minus	\$ 92
	\$ 5,000	Deductible	
Towing and Labor	\$	Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto N	Number: 6					
Town And State	e Where The Covered	Auto Will Be Prin	cipally Garaged:			
111 Denver CO						
		Cover	ed Auto Description			
Year: 1994	Model: TRUCK	Tra	de Name: FRHT			
Body Type:		Ser	ial Number (S):			
Vehicle Identific	cation Number (VIN):	1FV6HFBA1RI	<b>-</b> 768212			
			Classification		_	
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 50,000	Local	s	Heavy	12		31499

	iii tiit	corresponding item 1 wo column applies in	isteau.)
Coverages		Limit	Premium
<b>Covered Autos Liability</b>	\$ 1,000,000		\$ 553
Personal Injury Protection	Stated In Each Endorsement N	Personal Injury Protection linus	\$
	\$	Deductible	
Added Personal Injury Protection	Stated In Each Protection Ende	Added Personal Injury orsement	\$
Property Protection Insurance (Michigan Only)		roperty Protection orsement Minus Deductible	\$
Auto Medical Payments	\$ 5,000		\$ 34
Medical Expense And Income Loss Benefits (Virginia Only)		Medical Expense And In- efits Endorsement For	\$
Comprehensive	Stated In Item T	wo Minus	\$ 43
	\$ 5,000	Deductible	
Specified Causes	Stated In Item T	wo Minus	\$
Of Loss	\$ 0	Deductible	
Collision	Stated In Item T	wo Minus	\$ 92
	\$ 5,000	Deductible	
Towing and Labor	\$	Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

<b>Covered Auto</b>	Number: 7					
Town And Sta	te Where The Covered	Auto Will Be Princ	ipally Garaged:			
111 Denver Co	)					
		Covere	d Auto Description			
Year: 1998	Model: FLATBED	Trad	e Name: FRHT			
Body Type:		Seria	al Number (S):			
Vehicle Identif	ication Number (VIN):	1FVXJLBB5WH	898623			
		C	lassification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 50,000	Local	s	Heavy	12		31499

Coverages		Limit	Premium
Covered Autos Liability	\$ 1,000,000		\$ 553
Personal Injury Protection	Stated In Each Po Endorsement Min	ersonal Injury Protection nus	\$
	\$	Deductible	
Added Personal Injury Protection	Stated In Each A Protection Endor	dded Personal Injury sement	\$
Property Protection Insurance (Michigan Only)	Stated In The Pro Insurance Endor		\$
Auto Medical Payments	\$ 5,000		\$ 34
Medical Expense And Income Loss Benefits (Virginia Only)		edical Expense And In- fits Endorsement For	\$
Comprehensive	Stated In Item Tw	o Minus	\$ 43
	\$ 5,000	Deductible	
Specified Causes	Stated In Item Tw	o Minus	\$
Of Loss	\$ 0	Deductible	
Collision	Stated In Item Tw	o Minus	\$ 92
	\$ 5,000	Deductible	
Towing and Labor	\$	Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto I	Number: 8					
Town And Stat	e Where The Covered	Auto Will Be Pr	incipally Garaged:			
111 Denver CO	)					
		Cov	ered Auto Description			
Year: 1994	Model: CABOVER TR	T	rade Name: FRHT			
Body Type:		s	erial Number (S):			
Vehicle Identifi	ication Number (VIN):	1FUPFXYB2	RP583910			
		1	Classification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercia	Size GVW, GCW Or Vehicle Seating al Capacity	Age Group	Secondary Rating Classification	Code
\$ 50,000	Local		Extra-Heavy	12		50499

	in the corresponding item I wo column applies	3 instead.)
Coverages	Limit	Premium
<b>Covered Autos Liability</b>	\$ 1,000,000	\$ 1,257
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus  \$ Deductible	\$
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$ 5,000	\$ 34
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus \$ 5,000 Deductible	\$ 57
Specified Causes Of Loss	Stated In Item Two Minus \$ 0 Deductible	\$
Collision	Stated In Item Two Minus \$ 5,000 Deductible	\$ 154
Towing and Labor	\$ Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto N	Number: 9					
Town And State	e Where The Covered	Auto Will Be Pri	ncipally Garaged:			
111 Denver CO						
		Cove	ered Auto Description			
Year: 1996	Model: AERO MAX	Tr	ade Name: FORD			
Body Type:		Se	erial Number (S):			
Vehicle Identific	cation Number (VIN):	1FTYY96S1T	VA32875			
		1	Classification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercia	Size GVW, GCW Or Vehicle Seating I Capacity	Age Group	Secondary Rating Classification	Code
\$ 50,000	Local		Extra-Heavy	12		50499

Coverages		Limit	Premium
Covered Autos Liability	\$ 1,000,000		\$ 1,257
Personal Injury Protection	Stated In Each F Endorsement M	Personal Injury Protection inus	\$
	\$	Deductible	
Added Personal Injury Protection	Stated In Each A Protection Endo	Added Personal Injury rsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Pr Insurance Endo \$	operty Protection rsement Minus Deductible	\$
Auto Medical Payments	\$ 5,000		\$ 34
Medical Expense And Income Loss Benefits (Virginia Only)		Medical Expense And In- efits Endorsement For	\$
Comprehensive	Stated In Item T	wo Minus	\$ 57
	\$ 5,000	Deductible	
Specified Causes	Stated In Item T	wo Minus	\$
Of Loss	\$ 0	Deductible	
Collision	Stated In Item T	wo Minus	\$ 154
	\$ 5,000	Deductible	
Towing and Labor	\$	Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

<b>Covered Auto</b>	Number: 10					
Town And Sta	te Where The Covered	Auto Will Be Princ	cipally Garaged:			
111 Denver Co	0					
		Covere	ed Auto Description			
Year: 1997	Model: TRK TRAC	Trac	le Name: FRHT			
Body Type:		Seri	al Number (S):			
Vehicle Identif	fication Number (VIN):	1FUYSSEB9VL	.844961			
		(	Classification	T	, ,	
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 50,000	Local		Extra-Heavy	12		50499

		e corresponding item Two column applies if	isicad.)
Coverages		Limit	Premium
Covered Autos Liability	1 \$ 1,000,000		\$ 1,257
Personal Injury Protection	Stated In Each Endorsement I	Personal Injury Protection Ainus Deductible	\$
Added Personal Injury Protection	Stated In Each Protection End	Added Personal Injury orsement	\$
Property Protection Insurance (Michigan Only)		Property Protection orsement Minus Deductible	\$
Auto Medical Payments	\$ 5,000		\$ 34
Medical Expense And Income Loss Benefits (Virginia Only)		Medical Expense And In- nefits Endorsement For	\$
Comprehensive	Stated In Item Two Minus \$ 5,000 Deductible		\$ 57
Specified Causes Of Loss	Stated In Item 5	Two Minus Deductible	\$
Collision	Stated In Item Two Minus \$ 5,000 Deductible		\$ 154
Towing and Labor	\$	Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto	Number: 11					
Town And Stat	e Where The Covered	Auto Will Be Princ	cipally Garaged:			
111 Denver CO	)					
		Covere	ed Auto Description			
Year: 1999	Model: FLD120	Trac	de Name: FRHT			
Body Type:		Seri	al Number (S):			
Vehicle Identifi	cation Number (VIN):	1FUYDXYB9XF	PA73211			
	1	(	Classification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 50,000	Local		Extra-Heavy	12		50499

	in the corresponding item Two column applies	motoda.)
Coverages	Limit	Premium
Covered Autos Liability	\$ 1,000,000	\$ 1,257
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus	\$
	\$ Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$ 5,000	\$ 34
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus	\$ 57
	\$ 5,000 Deductible	
Specified Causes	Stated In Item Two Minus	\$
Of Loss	\$ 0 Deductible	
Collision	Stated In Item Two Minus	\$ 154
	\$ 5,000 Deductible	
Towing and Labor	\$ Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto	Number: 12					
Town And Stat	e Where The Covered	Auto Will Be Prin	cipally Garaged:			
111 Denver CO	)					
		Cover	ed Auto Description			
Year: 1999	Model: TRACTOR	Tra	de Name: FRHT			
Body Type:		Ser	ial Number (S):			
Vehicle Identifi	cation Number (VIN):	1FUYDZYB9XI	P965855			
	_		Classification	_	_	
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 50,000	Local		Extra-Heavy	12		50499

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:

CA DS 03 10 13

Coverages		Limit	Premium
Covered Autos Liability	\$ 1,000,000		\$ 1,257
Personal Injury Protection	Stated In Each F Endorsement M	Personal Injury Protection inus	\$
	\$	Deductible	
Added Personal Injury Protection	Stated In Each A Protection Endo	Added Personal Injury rsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Pr Insurance Endo \$	operty Protection rsement Minus Deductible	\$
Auto Medical Payments	\$ 5,000		\$ 34
Medical Expense And Income Loss Benefits (Virginia Only)		ledical Expense And In- efits Endorsement For	\$
Comprehensive	Stated In Item T	wo Minus	\$ 57
	\$ 5,000	Deductible	
Specified Causes	Stated In Item To	wo Minus	\$
Of Loss	\$ 0	Deductible	
Collision	\$ 0 Deductible Stated In Item Two Minus		\$ 154
	\$ 5,000	Deductible	
Towing and Labor	\$	Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

<b>Covered Auto</b>	Number: 13					
Town And Sta	te Where The Covered	Auto Will Be Pr	incipally Garaged:			
111 Denver CO						
		Cov	ered Auto Description			
Year: 2002	Model: TRK TRACTR	T	rade Name: FRHT			
Body Type:		s	erial Number (S):			
Vehicle Identif	ication Number (VIN):	1FVH8GAS8	2HJ75269			
	1	1	Classification		1	
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercia	Size GVW, GCW Or Vehicle Seating al Capacity	Age Group	Secondary Rating Classification	Code
\$ 50,000	Local		Extra-Heavy	12		50499

111 (11	e corresponding item 1 wo column applies in	isteau.)
	Limit	Premium
\$ 1,000,000		\$ 1,257
Endorsement N	linus	\$
Stated In Each	Added Personal Injury	\$
		\$
\$ 5,000		\$ 34
		\$
Stated In Item 7 \$ 5,000	Two Minus  Deductible	\$ 57
Stated In Item 7 \$ 0	Two Minus  Deductible	\$
Stated In Item 7 \$ 5,000	Two Minus  Deductible	\$ 154
\$	Per Disablement	\$
	\$ 1,000,000  Stated In Each Endorsement N  \$ Stated In Each Protection End  Stated In The PInsurance Endo \$ \$ 5,000  Stated In Each come Loss Ber Each Person  Stated In Item 1 \$ 5,000  Stated In Item 1 \$ 0  Stated In Item 1 \$ 1	Stated In Each Personal Injury Protection Endorsement Minus  Deductible  Stated In Each Added Personal Injury Protection Endorsement  Stated In The Property Protection Insurance Endorsement Minus Deductible  \$ 5,000  Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person  Stated In Item Two Minus \$ 5,000  Deductible  Stated In Item Two Minus \$ 0  Deductible  Stated In Item Two Minus \$ 0  Deductible  Stated In Item Two Minus \$ 0  Deductible

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto N	Number: 14					
Town And State	e Where The Covered	Auto Will Be Pr	incipally Garaged:			
111 Denver CO						
		Cov	ered Auto Description			
Year: 2002	Model: TRK TRACTR	Т	rade Name: FRHT			
Body Type:		s	erial Number (S):			
Vehicle Identifi	cation Number (VIN):	1FVH8GASX	(2HJ85267			
			Classification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commerci	Size GVW, GCW Or Vehicle Seating al Capacity	Age Group	Secondary Rating Classification	Code
\$ 50,000	Local		Extra-Heavy	12		50499

Coverages		Limit	Premium
Covered Autos Liability	\$ 1,000,000		\$ 1,257
Personal Injury Protection	Stated In Each F Endorsement M	Personal Injury Protection inus	\$
	\$	Deductible	
Added Personal Injury Protection	Stated In Each A Protection Endo	Added Personal Injury rsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Pr Insurance Endo \$	operty Protection rsement Minus Deductible	\$
Auto Medical Payments	\$ 5,000		\$ 34
Medical Expense And Income Loss Benefits (Virginia Only)		ledical Expense And In- efits Endorsement For	\$
Comprehensive	Stated In Item T	wo Minus	\$ 57
	\$ 5,000	Deductible	
Specified Causes	Stated In Item To	wo Minus	\$
Of Loss	\$ 0	Deductible	
Collision	\$ 0 Deductible Stated In Item Two Minus		\$ 154
	\$ 5,000	Deductible	
Towing and Labor	\$	Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

<b>Covered Auto</b>	Number: 15					
Town And Sta	te Where The Covered	Auto Will Be Prin	cipally Garaged:			
111 Denver CO	)					
		Cover	ed Auto Description			
Year: 1967	Model: 8000G SEMI	Tra	de Name: BEAL			
Body Type:		Ser	ial Number (S):			
Vehicle Identif	ication Number (VIN):	DTS8530671				
			Classification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ O	Local					67499

Coverages	Limit	Premium
Covered Autos Liability	\$ 1,000,000	\$ 48
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus	\$
	\$ Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus	\$
	\$ Deductible	
Specified Causes	Stated In Item Two Minus	\$
Of Loss	\$ 0 Deductible	
Collision	Stated In Item Two Minus	\$
	\$ Deductible	
Towing and Labor	\$ Per Disablement	\$
	I and the second	l l

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto	Number: 16					
Town And Stat	e Where The Covered	Auto Will Be Prin	cipally Garaged:			
111 Denver CC	)					
		Cove	ed Auto Description			
Year: 1968	Model: SEMI TRLR	Tra	de Name: TIMP			
Body Type:		Sei	ial Number (S):			
Vehicle Identifi	ication Number (VIN):	14805				
			Classification		_	
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ O	Local					67499

	in the corresponding item Two column applies ii	isteau.)
Coverages	Limit	Premium
Covered Autos Liability	\$ 1,000,000	\$ 48
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus	\$
	\$ Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus	\$
	\$ Deductible	
Specified Causes	Stated In Item Two Minus	\$
Of Loss	\$ 0 Deductible	
Collision	Stated In Item Two Minus	\$
	\$ Deductible	
Towing and Labor	\$ Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto N	lumber: 17					
Town And State	Where The Covered	Auto Will Be Prin	cipally Garaged:			
111 Denver CO						
		Cover	ed Auto Description			
Year: 1973	Model: SEMI TRLR	Trac	de Name: FRUE			
Body Type:		Seri	al Number (S):			
Vehicle Identific	ation Number (VIN):	MAR418727				
			Classification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 0	Local					67499

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:

CA DS 03 10 13

	in the corresponding item 1 wo column applies ii	isleau.)
Coverages	Limit	Premium
Covered Autos Liability	1 \$ 1,000,000	\$ 48
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus  \$ Deductible	\$
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus \$ Deductible	\$
Specified Causes Of Loss	Stated In Item Two Minus \$ 0 Deductible	\$
Collision	Stated In Item Two Minus  \$ Deductible	\$
Towing and Labor	\$ Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto I	Number: 18					
Town And Stat	e Where The Covered	Auto Will Be Prir	cipally Garaged:			
111 Denver CO	)					
		Cove	red Auto Description			
Year: 1974	Model: 5500G SEMI	Tra	de Name: TRNS			
Body Type:		Se	rial Number (S):			
Vehicle Identifi	cation Number (VIN):	TT280674				
	_		Classification	_		
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 0	Local					67499

	in the corresponding item 1 wo column ap	, , , , , , , , , , , , , , , , , , ,
Coverages	Limit	Premium
Covered Autos Liability	\$ 1,000,000	\$ 48
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus	\$
	\$ Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	<b>\$</b>
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus	\$
-	\$ Deductible	
Specified Causes	Stated In Item Two Minus	\$
Of Loss	\$ 0 Deductible	
Collision	Stated In Item Two Minus	\$
	\$ Deductible	
Towing and Labor	\$ Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto N	Number: 19					
Town And State	e Where The Covered	Auto Will Be Pri	ncipally Garaged:			
111 Denver CO						
		Cove	red Auto Description			
Year: 1978	Model: SEMI TRLR	Tr	ade Name: TRLM			
Body Type:		Se	rial Number (S):			
Vehicle Identifi	cation Number (VIN):	T40266				
		_	Classification		_	
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercia	Size GVW, GCW Or Vehicle Seating I Capacity	Age Group	Secondary Rating Classification	Code
\$ 0	Local					67499

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:

CA DS 03 10 13

	in the corresponding item 1 wo column applies ii	isleau.)
Coverages	Limit	Premium
Covered Autos Liability	1 \$ 1,000,000	\$ 48
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus  \$ Deductible	\$
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus \$ Deductible	\$
Specified Causes Of Loss	Stated In Item Two Minus \$ 0 Deductible	\$
Collision	Stated In Item Two Minus  \$ Deductible	\$
Towing and Labor	\$ Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto N	lumber: 20					
Fown And State	Where The Covered	Auto Will Be Prin	cipally Garaged:			
111 Denver CO						
		Cover	ed Auto Description			
rear: 1979	Model: TANKER TRLF	R Trac	de Name: KARI KOO	L		
Body Type:		Seri	al Number (S):			
ehicle Identific	ation Number (VIN):	CTM7848				
			Classification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
5 0	Local					67499

	in the corresponding item 1 wo column ap	, , , , , , , , , , , , , , , , , , ,
Coverages	Limit	Premium
Covered Autos Liability	\$ 1,000,000	\$ 48
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus	\$
	\$ Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	<b>\$</b>
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus	\$
-	\$ Deductible	
Specified Causes	Stated In Item Two Minus	\$
Of Loss	\$ 0 Deductible	
Collision	Stated In Item Two Minus	\$
	\$ Deductible	
Towing and Labor	\$ Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

<b>Covered Auto</b>	Number: 21					
Town And Stat	te Where The Covered	Auto Will Be Pri	ncipally Garaged:			
111 Denver CC	)					
		Cove	red Auto Description			
Year: 1980	Model: 6500G SEMI	Tr	ade Name: TANK			
Body Type:		Se	rial Number (S):			
Vehicle Identif	ication Number (VIN):	J40121R				
			Classification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercia	Size GVW, GCW Or Vehicle Seating I Capacity	Age Group	Secondary Rating Classification	Code
\$ O	Local					67499

	in the corresponding item 1 wo column applies in	isicau.)
Coverages	Limit	Premium
Covered Autos Liability	/ \$ 1,000,000	\$ 48
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus  \$ Deductible	\$
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus  \$ Deductible	\$
Specified Causes	Stated In Item Two Minus	\$
Of Loss	\$ 0 Deductible	
Collision	Stated In Item Two Minus  \$ Deductible	\$
Towing and Labor	\$ Per Disablement	\$
		<u> </u>

Schedule Of Covered Autos You Own (Cont'd)

<b>Covered Auto</b>	Number: 22					
Town And Sta	te Where The Covered	Auto Will Be Princ	ipally Garaged:			
111 Denver CO	כ					
		Covere	ed Auto Description			
Year: 1981	Model: TRLR	Trac	le Name: FRUE			
Body Type:		Seri	al Number (S):			
Vehicle Identif	fication Number (VIN):	1H4V04523BJ0	10301			
		(	Classification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ O	Local					68499

	in the corresponding item 1 wo column ap	, , , , , , , , , , , , , , , , , , ,
Coverages	Limit	Premium
Covered Autos Liability	\$ 1,000,000	\$ 48
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus	\$
	\$ Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	<b>\$</b>
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus	\$
-	\$ Deductible	
Specified Causes	Stated In Item Two Minus	\$
Of Loss	\$ 0 Deductible	
Collision	Stated In Item Two Minus	\$
	\$ Deductible	
Towing and Labor	\$ Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto	Number: 23						
Town And Stat	e Where The Covered	Auto Will Be Prii	ncipally Garaged:				
111 Denver CO	)						
Covered Auto Description							
Year: 1989	Model: 9500G SEMI	Tra	de Name: KERS				
Body Type:		Se	rial Number (S):				
Vehicle Identifi	ication Number (VIN):	1H9T24324J1	001003				
			Classification	_			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercia	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code	
\$ 0	Local					67499	

	in the corresponding item Two column applies in	isteau.)
Coverages	Limit	Premium
Covered Autos Liability	\$ 1,000,000	\$ 48
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus  \$ Deductible	\$
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus \$ Deductible	\$
Specified Causes	Stated In Item Two Minus	\$
Of Loss	\$ 0 Deductible	
Collision	Stated In Item Two Minus \$ Deductible	\$
Towing and Labor	\$ Per Disablement	\$
	1	

Schedule Of Covered Autos You Own (Cont'd)

<b>Covered Auto</b>	Number: 24					
Town And Sta	te Where The Covered	Auto Will Be Princip	ally Garaged:			
111 Denver Co	0					
		Covered	Auto Description			
Year: 1991	Model: TRAILER	Trade	Name: FRUE			
Body Type:		Serial	Number (S):			
Vehicle Identif	fication Number (VIN):	1HZV02810ME02	7312			
		Cla	assification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 0	Local					68499

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:

CA DS 03 10 13

	in the corresponding item 1 wo column ap	, , , , , , , , , , , , , , , , , , ,
Coverages	Limit	Premium
Covered Autos Liability	\$ 1,000,000	\$ 48
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus	\$
	\$ Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	<b>\$</b>
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus	\$
-	\$ Deductible	
Specified Causes	Stated In Item Two Minus	\$
Of Loss	\$ 0 Deductible	
Collision	Stated In Item Two Minus	\$
	\$ Deductible	
Towing and Labor	\$ Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

<b>Covered Auto</b>	Number: 25					
Town And Sta	te Where The Covered	Auto Will Be Princip	oally Garaged:			
111 Denver Co	0					
		Covered	<b>Auto Description</b>			
Year: 1995	Model: VAN TRLR	Trade	Name: STOU			
Body Type:		Serial	Number (S):			
Vehicle Identif	fication Number (VIN):	1DWIA5327SS91	8003			
		Cla	assification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 0	Local					68499

	in the corresponding item 1 wo column ap	, , , , , , , , , , , , , , , , , , ,
Coverages	Limit	Premium
Covered Autos Liability	\$ 1,000,000	\$ 48
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus	\$
	\$ Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	<b>\$</b>
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus	\$
-	\$ Deductible	
Specified Causes	Stated In Item Two Minus	\$
Of Loss	\$ 0 Deductible	
Collision	Stated In Item Two Minus	\$
	\$ Deductible	
Towing and Labor	\$ Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto I	Number: 26							
Town And State Where The Covered Auto Will Be Principally Garaged:								
111 Denver CO	111 Denver CO							
		Cove	red Auto Description					
Year: 2009	Model: SEMI TRLR	Tr	ade Name: WANC					
Body Type:		Se	rial Number (S):					
Vehicle Identifi	cation Number (VIN):	1JJV532W09	L232787					
	_		Classification					
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercia	Size GVW, GCW Or Vehicle Seating I Capacity	Age Group	Secondary Rating Classification	Code		
\$ 0	Local					67499		

Coverages	Limit	Premium
Covered Autos Liability	\$ 1,000,000	\$ 48
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus	\$
	\$ Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus	\$
	\$ Deductible	
Specified Causes	Stated In Item Two Minus	\$
Of Loss	\$ 0 Deductible	
Collision	Stated In Item Two Minus	\$
	\$ Deductible	
Towing and Labor	\$ Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto	Number: 27					
Town And Stat	e Where The Covered	Auto Will Be Prin	cipally Garaged:			
111 Denver CO	)					
		Cover	ed Auto Description			
Year: 1994	Model: TRUCK	Trac	de Name: FRHT			
Body Type:		Ser	al Number (S):			
Vehicle Identifi	ication Number (VIN):	1FUWZMCA9R	L643401			
			Classification	_		
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 50,000	Local	s	Heavy	12		31499

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:

CA DS 03 10 13

Coverages		Limit	Premium
Covered Autos Liability	\$ 1,000,000		\$ 553
Personal Injury Protection	Stated In Each Po Endorsement Min	ersonal Injury Protection nus	\$
	\$	Deductible	
Added Personal Injury Protection	Stated In Each A Protection Endor	dded Personal Injury sement	\$
Property Protection Insurance (Michigan Only)	Stated In The Pro Insurance Endor		\$
Auto Medical Payments	\$ 5,000		\$ 34
Medical Expense And Income Loss Benefits (Virginia Only)		edical Expense And In- fits Endorsement For	\$
Comprehensive	Stated In Item Tw	o Minus	\$ 43
	\$ 5,000	Deductible	
Specified Causes	Stated In Item Tw	o Minus	\$
Of Loss	\$ 0	Deductible	
Collision	Stated In Item Tw	o Minus	\$ 92
	\$ 5,000	Deductible	
Towing and Labor	\$	Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto	Number: 28					
Town And Stat	te Where The Covered	Auto Will Be Pri	ncipally Garaged:			
111 Denver CC	)					
		Cove	red Auto Description			
Year: 2001	Model: BOX TRUCK	Tra	de Name: FRHT			
Body Type:		Se	rial Number (S):			
Vehicle Identifi	ication Number (VIN):	1FVHBXBS51	HH77949			
			Classification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercia	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 50,000	Local	s	Heavy	12		31499

Coverages		Limit	Premium
Covered Autos Liability	\$ 1,000,000		\$ 553
Personal Injury Protection	Stated In Each Po Endorsement Min	ersonal Injury Protection nus	\$
	\$	Deductible	
Added Personal Injury Protection	Stated In Each A Protection Endor	dded Personal Injury sement	\$
Property Protection Insurance (Michigan Only)	Stated In The Pro Insurance Endor		\$
Auto Medical Payments	\$ 5,000		\$ 34
Medical Expense And Income Loss Benefits (Virginia Only)		edical Expense And In- fits Endorsement For	\$
Comprehensive	Stated In Item Tw \$ 5,000	o Minus Deductible	\$ 43
Specified Causes Of Loss	Stated In Item Tw \$ 0	o Minus Deductible	\$
Collision	Stated In Item Tw	o Minus	\$ 92
	\$ 5,000	Deductible	
Towing and Labor	\$	Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto	Number: 29					
Town And Stat	e Where The Covered	Auto Will Be Princ	cipally Garaged:			
111 Denver CO	)					
		Covere	ed Auto Description			
Year: 2010	Model: FL80	Trac	de Name: FRHT			
Body Type:		Seri	al Number (S):			
Vehicle Identifi	cation Number (VIN):	1FUHCYB59A	DAR1259			
	_		Classification	_		
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 50,000	Local	s	Heavy	6		31499

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:

CA DS 03 10 13

III UN	corresponding item Two column applies in	istead.)
	Limit	Premium
\$ 1,000,000		\$ 553
Stated In Each Personal Injury Protection Endorsement Minus		\$
Stated In Each	Added Personal Injury	\$
		\$
\$ 5,000		\$ 34
		\$
Stated In Item 1 \$ 5,000	wo Minus Deductible	\$ 68
Stated In Item 1 \$ 0	wo Minus Deductible	\$
Stated In Item 1 \$ 5,000	wo Minus  Deductible	\$ 185
\$	Per Disablement	\$
	\$ 1,000,000  Stated In Each Endorsement N  \$ Stated In Each Protection Endo Stated In The PInsurance Endo \$ \$ 5,000  Stated In Each come Loss Ben Each Person Stated In Item T \$ 5,000  Stated In Item T \$ 0  Stated In Item T \$ 1	Stated In Each Personal Injury Protection Endorsement Minus  Deductible  Stated In Each Added Personal Injury Protection Endorsement  Stated In The Property Protection Insurance Endorsement Minus Deductible  \$ 5,000  Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person  Stated In Item Two Minus \$ 5,000  Deductible  Stated In Item Two Minus \$ 0  Deductible  Stated In Item Two Minus \$ 0  Deductible

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto	Number: 30					
Town And Stat	e Where The Covered	Auto Will Be Prin	cipally Garaged:			
111 Denver CO	)					
		Cover	ed Auto Description			
Year: 2006	Model: M2 106	Trac	de Name: FRHT			
Body Type:		Ser	ial Number (S):			
Vehicle Identifi	ication Number (VIN):	1FVHCYDC66	HU98801			
			Classification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 50,000	Local	s	Heavy	10		31499

111 (11	e corresponding item 1 wo column applies in	isteau.)
	Limit	Premium
1,000,000		\$ 553
Stated In Each Personal Injury Protection Endorsement Minus		\$
Stated In Each	Added Personal Injury	\$
		\$
\$ 5,000		\$ 34
		\$
Stated In Item 7 \$ 5,000	Two Minus  Deductible	\$ 60
Stated In Item 7 \$ 0	Two Minus  Deductible	\$
Stated In Item 3 \$ 5,000	Two Minus  Deductible	\$ 127
\$	Per Disablement	\$
	\$ 1,000,000  Stated In Each Endorsement N  \$ Stated In Each Protection End  Stated In The PInsurance Endo \$ \$ 5,000  Stated In Each come Loss Ber Each Person  Stated In Item 1 \$ 5,000  Stated In Item 1 \$ 0  Stated In Item 1 \$ 1	Limit  \$ 1,000,000  Stated In Each Personal Injury Protection Endorsement Minus  \$ Deductible  Stated In Each Added Personal Injury Protection Endorsement  Stated In The Property Protection Insurance Endorsement Minus  \$ Deductible  \$ 5,000  Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person  Stated In Item Two Minus  \$ 5,000  Deductible  Stated In Item Two Minus  \$ 0  Deductible  Stated In Item Two Minus  \$ 0  Deductible  Stated In Item Two Minus  \$ 0  Deductible

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto	Number: 31					
Town And Sta	te Where The Covered	Auto Will Be Princ	ipally Garaged:			
119 Tucson A	Z					
		Covere	d Auto Description			
Year: 2004	Model: PICK UP	Trad	e Name: FORD			
Body Type:		Seria	l Number (S):			
Vehicle Identif	ication Number (VIN):	1IFTNF20L14E	\53714			
	1	C	lassification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 35,000	Local	s	Light	12		01499

Coverages		Limit	Premium
Covered Autos Liability	\$ 1,000,000		\$ 452
Personal Injury Protection	Stated In Each P Endorsement Mi	ersonal Injury Protection nus	\$
	\$	Deductible	
Added Personal Injury Protection	Stated In Each A Protection Endo	dded Personal Injury rsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Pro Insurance Endor \$	operty Protection rsement Minus Deductible	\$
Auto Medical Payments	\$ 5,000		\$ 35
Medical Expense And Income Loss Benefits (Virginia Only)		ledical Expense And In- efits Endorsement For	\$
Comprehensive	Stated In Item Tv	vo Minus	\$ 41
	\$ 5,000	Deductible	
Specified Causes	Stated In Item To	vo Minus	\$
Of Loss	\$ 0	Deductible	
Collision	Stated In Item To	vo Minus	\$ 51
	\$ 5,000	Deductible	
Towing and Labor	\$	Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto N	lumber: 32					
Town And State	e Where The Covered	Auto Will Be Prir	cipally Garaged:			
119 Tucson AZ						
		Cove	ed Auto Description			
Year: 2002	Model: YUKON	Tra	de Name: GMC			
Body Type:		Sei	ial Number (S):			
Vehicle Identific	cation Number (VIN):	1GKEC18V52	R182042			
			Classification		_	
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 30,000				12		7398

	1	sponding item Two column applies if	,
Coverages		Limit	Premium
Covered Autos Liability	\$ 1,000,000		\$ 481
Personal Injury Protection	Stated In Each Perso Endorsement Minus	nal Injury Protection	\$
	\$	Deductible	
Added Personal Injury Protection	Stated In Each Added Protection Endorsem		\$
Property Protection Insurance (Michigan Only)	Stated In The Propert Insurance Endorsemes		\$
Auto Medical Payments	\$ 5,000		\$ 22
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medic come Loss Benefits I Each Person		\$
Comprehensive	Stated In Item Two M	inus	\$ 25
	\$ 5,000	Deductible	
Specified Causes	Stated In Item Two M	inus	\$
Of Loss	\$ 0	Deductible	
Collision	Stated In Item Two M	inus	\$ 59
	\$ 5,000	Deductible	
Towing and Labor	\$	Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto	Number: 33					
Town And Stat	e Where The Covered	Auto Will Be Prir	cipally Garaged:			
119 Tucson AZ	<u>.</u>					
		Cove	ed Auto Description			
Year: 2000	Model: 158G TRUCK	Tra	de Name: FRUE			
Body Type:		Se	rial Number (S):			
Vehicle Identifi	cation Number (VIN):	1FV6HJAC7Y	HG79187			
			Classification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 50,000	Local	s	Medium	12		21499

		onding item 1 wo column applies ii	,
Coverages		Limit	Premium
Covered Autos Liability	\$ 1,000,000		\$ 474
Personal Injury Protection	Stated In Each Persona Endorsement Minus	I Injury Protection	\$
	\$	Deductible	
Added Personal Injury Protection	Stated In Each Added P Protection Endorsemen		\$
Property Protection Insurance (Michigan Only)	Stated In The Property I Insurance Endorsements		\$
Auto Medical Payments	\$ 5,000		\$ 35
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical come Loss Benefits End Each Person		\$
Comprehensive	Stated In Item Two Minu	ıs	\$ 39
	\$ 5,000	Deductible	
Specified Causes	Stated In Item Two Minu	ıs	\$
Of Loss	\$ 0	Deductible	
Collision	Stated In Item Two Minu	ıs	\$ 65
	\$ 5,000	Deductible	
Towing and Labor	\$	Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto N	Number: 34					
Town And State	e Where The Covered	Auto Will Be Princ	cipally Garaged:			
119 Tucson AZ						
		Covere	ed Auto Description			
Year: 2000	Model: F70	Trac	de Name: FRHT			
Body Type:		Seri	al Number (S):			
Vehicle Identifi	cation Number (VIN):	1FV6HLBCXYD	F57439			
			Classification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 50,000	Local	s	Medium	12		21499

Coverages	Limit	Premium
Covered Autos Liability		\$ 474
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus  \$ Deductible	\$
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$ 5,000	\$ 35
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus \$ 5,000 Deductible	\$ 39
Specified Causes Of Loss	Stated In Item Two Minus \$ 0 Deductible	\$
Collision	Stated In Item Two Minus \$ 5,000 Deductible	\$ 65
Towing and Labor	\$ Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto N	Number: 35					
Town And State	e Where The Covered	Auto Will Be Princ	ipally Garaged:			
119 Tucson AZ						
		Covere	d Auto Description			
Year: 2002	Model: BOX TRUCK	Trad	e Name: FRHT			
Body Type:		Seria	I Number (S):			
/ehicle Identific	cation Number (VIN):	1FVHBXAK02H	J52309			
		C	lassification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
5 50,000	Local	s	Heavy	12		31499

	in the corresponding from two obtainin applies	, motoda:/
Coverages	Limit	Premium
Covered Autos Liability	/ \$ 1,000,000	\$ 549
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus  \$ Deductible	\$
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$ 5,000	\$ 35
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus \$ 5,000 Deductible	\$ 39
Specified Causes Of Loss	Stated In Item Two Minus \$ 0 Deductible	\$
Collision	Stated In Item Two Minus \$ 5,000 Deductible	\$ 65
Towing and Labor	\$ Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto	Number: 36					
Town And Sta	te Where The Covered	Auto Will Be Princip	pally Garaged:			
119 Tucson A	Z					
		Covered	Auto Description			
Year: 2004	Model:	Trade	Name: FREIGHTL	INER		
Body Type:		Serial	Number (S):			
Vehicle Identif	ication Number (VIN):	1FUJA6CV34LL9	97566			
	1	CI	assification	1		
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
50,000	Local	s	Heavy	12		31499

0	_	1 to 14	Dura mala mara
Coverages		Limit	Premium
Covered Autos Liability	\$ 1,000,000		\$ 549
Personal Injury Protection	Stated In Each Persona Endorsement Minus	I Injury Protection	\$
	\$	Deductible	
Added Personal Injury Protection	Stated In Each Added Protection Endorsemer		\$
Property Protection Insurance (Michigan Only)	Stated In The Property Insurance Endorsemen \$		\$
Auto Medical Payments	\$ 5,000		\$ 35
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical come Loss Benefits En Each Person		\$
Comprehensive	Stated In Item Two Mini	us	\$ 39
	\$ 5,000	Deductible	
Specified Causes	Stated In Item Two Mini	us	\$
Of Loss	\$ 0	Deductible	
Collision	Stated In Item Two Mini	us	\$ 65
	\$ 5,000	Deductible	
Towing and Labor	\$	Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto I	Number: 37					
Town And State	e Where The Covered	Auto Will Be Pri	ncipally Garaged:			
119 Tucson AZ						
		Cove	red Auto Description			
Year: 1995	Model: TRACTOR	Tra	ade Name: FRHT			
Body Type:		Se	rial Number (S):			
Vehicle Identifi	cation Number (VIN):	1FUYDZYB35	P875836			
			Classification	_		
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercia	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 50,000	Local		Extra-Heavy	12		50499

		corresponding item Two column applies in	
Coverages		Limit	Premium
Covered Autos Liability	1,000,000		\$ 1,275
Personal Injury Protection	Stated In Each I Endorsement M \$	Personal Injury Protection linus Deductible	\$
Added Personal Injury Protection	Stated In Each A	Added Personal Injury orsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Pi Insurance Endo \$	roperty Protection rsement Minus Deductible	\$
Auto Medical Payments	\$ 5,000		\$ 35
Medical Expense And Income Loss Benefits (Virginia Only)		Medical Expense And In- efits Endorsement For	\$
Comprehensive	Stated In Item T \$ 5,000	wo Minus Deductible	\$ 52
Specified Causes Of Loss	Stated In Item T \$ 0	wo Minus Deductible	\$
Collision	Stated In Item Two Minus \$ 5,000 Deductible		\$ 109
Towing and Labor	\$	Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto	Number: 38					
Town And Sta	te Where The Covered	Auto Will Be Pri	ncipally Garaged:			
119 Tucson A	z					
		Cove	red Auto Description			
Year: 1997	Model: TRK TRCTR	Tr	ade Name: FRHT			
Body Type:		Se	rial Number (S):			
Vehicle Identif	ication Number (VIN):	1IFUY3MCB8	VL722958			
	1	1	Classification	T	T	
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercia	Size GVW, GCW Or Vehicle Seating I Capacity	Age Group	Secondary Rating Classification	Code
50,000	Local		Extra-Heavy	12		50499

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:

CA DS 03 10 13

		corresponding item Two column applies in	
Coverages		Limit	Premium
Covered Autos Liability	1,000,000		\$ 1,275
Personal Injury Protection	Stated In Each I Endorsement M \$	Personal Injury Protection linus Deductible	\$
Added Personal Injury Protection	Stated In Each A	Added Personal Injury orsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Pi Insurance Endo \$	roperty Protection rsement Minus Deductible	\$
Auto Medical Payments	\$ 5,000		\$ 35
Medical Expense And Income Loss Benefits (Virginia Only)		Medical Expense And In- efits Endorsement For	\$
Comprehensive	Stated In Item T \$ 5,000	wo Minus Deductible	\$ 52
Specified Causes Of Loss	Stated In Item T \$ 0	wo Minus Deductible	\$
Collision	Stated In Item Two Minus \$ 5,000 Deductible		\$ 109
Towing and Labor	\$	Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto	Number: 39					
Town And Stat	e Where The Covered	Auto Will Be Prin	cipally Garaged:			
119 Tucson AZ	<u>,</u>					
		Cover	ed Auto Description			
Year: 1999	Model: TRACTOR	Tra	de Name: FRHT			
Body Type:		Ser	ial Number (S):			
Vehicle Identifi	cation Number (VIN):	1FUYDSEBXX	LB11222			
	_		Classification	_	_	
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 50,000	Local		Extra-Heavy	12		50499

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:

CA DS 03 10 13

		corresponding item Two column applies in	
Coverages		Limit	Premium
Covered Autos Liability	1,000,000		\$ 1,275
Personal Injury Protection	Stated In Each I Endorsement M \$	Personal Injury Protection linus Deductible	\$
Added Personal Injury Protection	Stated In Each A	Added Personal Injury orsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Pi Insurance Endo \$	roperty Protection rsement Minus Deductible	\$
Auto Medical Payments	\$ 5,000		\$ 35
Medical Expense And Income Loss Benefits (Virginia Only)		Medical Expense And In- efits Endorsement For	\$
Comprehensive	Stated In Item T \$ 5,000	wo Minus Deductible	\$ 52
Specified Causes Of Loss	Stated In Item T \$ 0	wo Minus Deductible	\$
Collision	Stated In Item Two Minus \$ 5,000 Deductible		\$ 109
Towing and Labor	\$	Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto N	Number: 40					
Town And State	e Where The Covered	Auto Will Be Pri	ncipally Garaged:			
119 Tucson AZ						
		Cove	red Auto Description			
Year: 2001	Model: TRK TRAC	Tra	ade Name: FRHT			
Body Type:		Se	rial Number (S):			
Vehicle Identifi	cation Number (VIN):	1FUPXSEBXI	PH07157			
	1	1	Classification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercia	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 50,000	Local		Extra-Heavy	12		50499

Coverages	Limit	Premium
Coverages		
Covered Autos Liability	\$ 1,000,000	\$ 1,275
Personal Injury	Stated In Each Personal Injury Protection	\$
Protection	Endorsement Minus	
	\$ Deductible	
Added Personal	Stated In Each Added Personal Injury	\$
Injury Protection	Protection Endorsement	
Property Protection	Stated In The Property Protection	\$
Insurance	Insurance Endorsement Minus	
(Michigan Only)	\$ Deductible	
Auto Medical	\$ 5,000	\$ 35
Payments		
Medical Expense And	Stated In Each Medical Expense And In-	\$
Income Loss Benefits	come Loss Benefits Endorsement For	
(Virginia Only)	Each Person	
Comprehensive	Stated In Item Two Minus	\$ 52
	\$ 5,000 Deductible	
Specified Causes	Stated In Item Two Minus	\$
Of Loss	\$ 0 Deductible	
Collision	Stated In Item Two Minus	\$ 109
	\$ 5,000 Deductible	
Towing and Labor	\$ Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto N	Number: 41					
Town And State	e Where The Covered	Auto Will Be Princ	ipally Garaged:			
119 Tucson AZ						
		Covere	d Auto Description			
Year: 1972	Model: 5500G SEMI	Trad	e Name: BEAL			
Body Type:		Seria	al Number (S):			
Vehicle Identific	cation Number (VIN):	DT2346712				
		(	Classification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 0	Local					67499

Coverages	Limit	Premium
Covered Autos Liability	\$ 1,000,000	\$ 46
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus	\$
	\$ Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus	\$
	\$ Deductible	
Specified Causes	Stated In Item Two Minus	\$
Of Loss	\$ 0 Deductible	
Collision	Stated In Item Two Minus	\$
	\$ Deductible	
Towing and Labor	\$ Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto	Number: 42					
Town And Sta	te Where The Covered	Auto Will Be Princip	oally Garaged:			
119 Tucson A	Z					
		Covered	<b>Auto Description</b>			
Year: 1978	Model: SEMI TRLR	Trade	Name: FRUE			
Body Type:		Serial	Number (S):			
Vehicle Identi	fication Number (VIN):	CH2280812				
		Cla	assification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 0	Local					67499

Coverages	Limit	Premium
<b>Covered Autos Liability</b>	\$ 1,000,000	\$ 46
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus	\$
	\$ Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus \$ Deductible	\$
Specified Causes	Stated In Item Two Minus	\$
Of Loss	\$ 0 Deductible	
Collision	Stated In Item Two Minus	\$
	\$ Deductible	
Towing and Labor	\$ Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto N	lumber: 43					
Town And State	e Where The Covered A	Auto Will Be Princ	ipally Garaged:			
119 Tucson AZ						
		Covere	d Auto Description			
Year: 1982	Model: TNK TRLR 950	00G Trad	e Name: TEPE			
Body Type:		Seria	l Number (S):			
/ehicle Identific	cation Number (VIN):	1TNIA4325CDC	T2322			
		(	lassification	_		
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
6 0	Local					68499

	in the corresponding item 1 wo column applies i	nsteau.)
Coverages	Limit	Premium
Covered Autos Liability	/ \$ 1,000,000	\$ 46
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus  \$ Deductible	\$
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus  \$ Deductible	\$
Specified Causes Of Loss	Stated In Item Two Minus \$ 0 Deductible	\$
Collision	Stated In Item Two Minus  \$ Deductible	\$
Towing and Labor	\$ Per Disablement	\$
<u> </u>	<u> </u>	1

Schedule Of Covered Autos You Own (Cont'd)

<b>Covered Auto</b>	Number: 44					
Town And Sta	ate Where The Covered	Auto Will Be Princip	ally Garaged:			
119 Tucson A	Z					
		Covered	<b>Auto Description</b>			
Year: 1985	Model: 9500G SEMI	Trade	Name: CUSTOM			
Body Type:	•	Serial	Number (S):			
Vehicle Identi	fication Number (VIN):	1C9A1B2B5FS00	1034			
		Cla	assification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 0	Local					67499

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:

CA DS 03 10 13

	in the corresponding item Two colu	
Coverages	Limit	Premium
Covered Autos Liability	\$ 1,000,000	\$ 46
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus	\$
	\$ Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus	\$
•	\$ Deductible	
Specified Causes	Stated In Item Two Minus	\$
Of Loss	\$ 0 Deductible	
Collision	Stated In Item Two Minus	\$
	\$ Deductible	
Towing and Labor	\$ Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto N	Number: 45					
Town And State	e Where The Covered	Auto Will Be Princi	ipally Garaged:			
119 Tucson AZ						
		Covere	d Auto Description			
Year: 1987 Model: 9200 G TRL Trade Name: POLAR						
Body Type:		Seria	I Number (S):			
/ehicle Identific	cation Number (VIN):	1PMA24421HI00	8109			
		C	lassification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 0	Local					68499

Coverages	Limit	Premium
Covered Autos Liability	\$ 1,000,000	\$ 46
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus	\$
	\$ Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus	\$
	\$ Deductible	
Specified Causes	Stated In Item Two Minus	\$
Of Loss	\$ 0 Deductible	
Collision	Stated In Item Two Minus	\$
	\$ Deductible	
Towing and Labor	\$ Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

<b>Covered Auto</b>	Number: 46					
Town And Sta	te Where The Covered	Auto Will Be Princip	oally Garaged:			
119 Tucson A	Z					
		Covered	<b>Auto Description</b>			
Year: 1992	Model: 7000G	Trade	Name: BRENNER			
Body Type:		Serial	Number (S):			
Vehicle Identif	fication Number (VIN):	10BFZ7215NFOA	3541			
		Cla	assification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 0	Local					68499

Coverages	Limit	Premium
Covered Autos Liability	\$ 1,000,000	\$ 46
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus	\$
	\$ Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus	\$
	\$ Deductible	
Specified Causes	Stated In Item Two Minus	\$
Of Loss	\$ 0 Deductible	
Collision	Stated In Item Two Minus	\$
	\$ Deductible	
Towing and Labor	\$ Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto N	Number: 47					
Town And State	e Where The Covered	Auto Will Be Prin	cipally Garaged:			
119 Tucson AZ						
		Cover	ed Auto Description			
Year: 2008	Model: T120	Tra	de Name: Freightline	er		
Body Type: Serial Number (S):						
Vehicle Identific	cation Number (VIN):	1FUJBBCV98	_AB7107			
			Classification	_		
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 50,000	Local	s	Heavy	8		31499

	1 to te	
	Limit	Premium
\$ 1,000,000		\$ 549
Endorsement M	inus	\$
Stated In Each	Added Personal Injury	\$
		\$
\$ 5,000		\$ 35
		\$
Stated In Item T \$ 5,000	wo Minus Deductible	\$ 59
Stated In Item T	wo Minus Deductible	\$
Stated In Item T \$ 5,000	wo Minus Deductible	\$ 106
\$	Per Disablement	\$
	Stated In Each A Protection Endo Stated In The Pr Insurance Endo \$ \$ 5,000  Stated In Each N come Loss Bene Each Person Stated In Item To \$ 5,000  Stated In Item To \$ 0  Stated In Item To \$ 10	Stated In Each Personal Injury Protection Endorsement Minus  \$ Deductible  Stated In Each Added Personal Injury Protection Endorsement  Stated In The Property Protection Insurance Endorsement Minus \$ Deductible  \$ 5,000  Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person  Stated In Item Two Minus \$ 5,000 Deductible  Stated In Item Two Minus \$ 0 Deductible  Stated In Item Two Minus \$ 10 Deductible  Stated In Item Two Minus  S 20 Deductible  Stated In Item Two Minus  S 30 Deductible

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto N	lumber: 48					
Town And State	Where The Covered	Auto Will Be Princi	pally Garaged:			
119 Tucson AZ						
		Covered	Auto Description			
Year: 1983 Model: 45' Trlr			Name:			
Body Type:		Seria	l Number (S):			
/ehicle Identific	cation Number (VIN):	1TDJ42027DA0	54417			
		С	lassification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
0	Local					67499

	in the corresponding item Two colu	
Coverages	Limit	Premium
Covered Autos Liability	\$ 1,000,000	\$ 46
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus	\$
	\$ Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus	\$
•	\$ Deductible	
Specified Causes	Stated In Item Two Minus	\$
Of Loss	\$ 0 Deductible	
Collision	Stated In Item Two Minus	\$
	\$ Deductible	
Towing and Labor	\$ Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto N	Number: 49					
Town And State	e Where The Covered	Auto Will Be Prin	cipally Garaged:			
119 Tucson AZ						
		Cover	ed Auto Description			
Year: 2008	Model: T120	Trac	de Name: Freightline	er		
Body Type:		Seri	al Number (S):			
Vehicle Identific	cation Number (VIN):	1FUJBBCV98L	AB6796			
			Classification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 50,000	Local	s	Heavy	8		31499

Coverages		Limit	Premium
Covered Autos Liability	\$ 1,000,000		\$ 549
Personal Injury Protection	Stated In Each Pe Endorsement Min	rsonal Injury Protection us	\$
	\$	Deductible	
Added Personal Injury Protection	Stated In Each Ad Protection Endors	ded Personal Injury sement	\$
Property Protection Insurance (Michigan Only)	Stated In The Pro Insurance Endors \$		\$
Auto Medical Payments	\$ 5,000		\$ 35
Medical Expense And Income Loss Benefits (Virginia Only)		edical Expense And In- its Endorsement For	\$
Comprehensive	Stated In Item Tw	o Minus	\$ 59
	\$ 5,000	Deductible	
Specified Causes	Stated In Item Tw	o Minus	\$
Of Loss	\$ 0	Deductible	
Collision	Stated In Item Tw	o Minus	\$ 106
	\$ 5,000	Deductible	
Towing and Labor	\$	Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto I	Number: 50					
Town And Stat	e Where The Covered	Auto Will Be Prin	cipally Garaged:			
119 Tucson AZ	<u>,</u>					
		Cover	ed Auto Description			
Year: 2006	Model: F250	Tra	de Name: FORD			
Body Type:		Ser	ial Number (S):			
Vehicle Identifi	cation Number (VIN):	1FTNF20566E	D87452			
	_		Classification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 35,000	Local	s	Light	10		01499

Coverages		Limit	Premium
Covered Autos Liability	\$ 1,000,000		\$ 452
Personal Injury Protection	Stated In Each F Endorsement M	Personal Injury Protection inus	\$
	\$	Deductible	
Added Personal Injury Protection	Stated In Each A Protection Endo	Added Personal Injury prsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Pr Insurance Endo \$	operty Protection rsement Minus Deductible	\$
Auto Medical Payments	\$ 5,000		\$ 35
Medical Expense And Income Loss Benefits (Virginia Only)		Medical Expense And In- efits Endorsement For	\$
Comprehensive	Stated In Item T	wo Minus	\$ 57
	\$ 5,000	Deductible	
Specified Causes	Stated In Item T	wo Minus	\$
Of Loss	\$ 0	Deductible	
Collision	Stated In Item T	wo Minus	\$ 70
	\$ 5,000	Deductible	
Towing and Labor	\$	Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto N	Number: 51					
Town And State	e Where The Covered	Auto Will Be Princ	ipally Garaged:			
119 Tucson AZ						
		Covere	ed Auto Description			
Year: 1983 Model: 4750G Tank			le Name: Ford			
Body Type:		Seri	al Number (S):			
/ehicle Identific	cation Number (VIN):	1FDYA90W2D\	/A01759			
			Classification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
5 50,000	Local		Extra-Heavy	12		50499

Coverages		Limit	Premium
Covered Autos Liability	\$ 1,000,000		\$ 1,275
Personal Injury Protection	Stated In Each Pe Endorsement Min	rsonal Injury Protection us	\$
	\$	Deductible	
Added Personal Injury Protection	Stated In Each Ac Protection Endors	lded Personal Injury sement	\$
Property Protection Insurance (Michigan Only)	Stated In The Pro Insurance Endors \$		\$
Auto Medical Payments	\$ 5,000		\$ 35
Medical Expense And Income Loss Benefits (Virginia Only)		edical Expense And In- its Endorsement For	\$
Comprehensive	Stated In Item Tw	o Minus	\$ 52
	\$ 5,000	Deductible	
Specified Causes	Stated In Item Tw	o Minus	\$
Of Loss	\$ 0	Deductible	
Collision	Stated In Item Tw	o Minus	\$ 109
	\$ 5,000	Deductible	
Towing and Labor	\$	Per Disablement	\$

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto	Number: 52					
Town And Sta	te Where The Covered	Auto Will Be Prir	ncipally Garaged:			
119 Tucson A	Z					
		Cove	red Auto Description			
Year: 1998	Model: 4500G LF11	Tra	de Name: FRHT			
Body Type:		Se	rial Number (S):			
Vehicle Identi	fication Number (VIN):	1FVXTWDB8\	VH918498			
		1	Classification	T	,	
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 50,000	Local		Extra-Heavy	12		50499

#### **Coverages – Premiums, Limits And Deductibles**

(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)

Coverages	Limit	Premium
Covered Autos Liability	\$ 1,000,000	\$ 1,275
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus	\$
	\$ Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$ 5,000	\$ 35
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus	\$ 52
	\$ 5,000 Deductible	
Specified Causes	Stated In Item Two Minus	\$
Of Loss	\$ 0 Deductible	
Collision	Stated In Item Two Minus	\$ 109
	\$ 5,000 Deductible	
Towing and Labor	\$ Per Disablement	\$

#### **ITEM THREE**

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto Number: 53						
Town And State	e Where The Covered	Auto Will Be Prin	cipally Garaged:			
119 Tucson AZ						
		Cover	ed Auto Description			
Year: 1998	Model: TR	Tra	de Name: FRHT			
Body Type:		Ser	ial Number (S):			
Vehicle Identifi	cation Number (VIN):	IFUYTWEB3W	H920943			
			Classification			
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 50,000	Local		Extra-Heavy	12		50499

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:

#### **Coverages – Premiums, Limits And Deductibles**

(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)

Coverages	Limit	Premium
Covered Autos Liability	\$ 1,000,000	\$ 1,275
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus	\$
	\$ Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$ 5,000	\$ 35
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus	\$ 52
	\$ 5,000 Deductible	
Specified Causes	Stated In Item Two Minus	\$
Of Loss	\$ 0 Deductible	
Collision	Stated In Item Two Minus	\$ 109
	\$ 5,000 Deductible	
Towing and Labor	\$ Per Disablement	\$

#### **ITEM THREE**

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto	Covered Auto Number: 54						
Town And Stat	e Where The Covered	Auto Will Be Princ	ipally Garaged:				
119 Tucson AZ	<u>,</u>						
		Covere	d Auto Description				
Year: 1998	Model: TRK	Trad	e Name: FRHT				
Body Type:		Seria	al Number (S):				
Vehicle Identifi	ication Number (VIN):	1FV6HLAC0WH	1965677				
		(	lassification				
Business Size GVW, Use GCW Or s=service Vehicle Secondary Original Radius Of r=retail Seating Age Rating Cost New Operation c=commercial Capacity Group Classification Code							
\$ 50,000	Local	s	Heavy	12		31499	

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:

#### **Coverages – Premiums, Limits And Deductibles**

(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)

		e corresponding item Two column applies if	isteau.)
Coverages		Limit	Premium
Covered Autos Liability	1 \$ 1,000,000		\$ 549
Personal Injury Protection	Stated In Each Endorsement I	Personal Injury Protection Minus Deductible	\$
Added Personal Injury Protection	Stated In Each Protection End	Added Personal Injury lorsement	\$
Property Protection Insurance (Michigan Only)		Property Protection orsement Minus Deductible	\$
Auto Medical Payments	\$ 5,000		\$ 35
Medical Expense And Income Loss Benefits (Virginia Only)		Medical Expense And In- nefits Endorsement For	\$
Comprehensive	Stated In Item 5 5,000	Two Minus Deductible	\$ 39
Specified Causes Of Loss	Stated In Item 5	Two Minus Deductible	\$
Collision	Stated In Item \$ 5,000	Two Minus Deductible	\$ 65
Towing and Labor	\$	Per Disablement	\$
<u> </u>			I

#### **ITEM THREE**

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto	Number: 55					
Town And Stat	e Where The Covered	Auto Will Be Pri	ncipally Garaged:			
117 Phoenix A	Z					
		Cove	red Auto Description			
Year: 1995	Model: TRK TRACTR	Tra	ade Name: FRHT			
Body Type:		Se	rial Number (S):			
Vehicle Identifi	ication Number (VIN):	1FV6HFAADS	L798244			
			Classification	_		
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercia	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 50,000	Local	s	Heavy	12		34499

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:

#### **Coverages – Premiums, Limits And Deductibles**

(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)

		e corresponding item 1 wo column applies in	
Coverages		Limit	Premium
Covered Autos Liability	\$ 1,000,000		\$ 885
Personal Injury Protection	Endorsement N		\$
	\$	Deductible	
Added Personal Injury Protection	Stated In Each Protection End	Added Personal Injury orsement	\$
Property Protection Insurance (Michigan Only)		Property Protection processes or Services Protection Processes Protection Processes Protection Processes Protection Processes Protection Protec	\$
Auto Medical Payments	\$ 5,000		\$ 45
Medical Expense And Income Loss Benefits (Virginia Only)		Medical Expense And In- nefits Endorsement For	\$
Comprehensive	Stated In Item	Two Minus	\$ 37
	\$ 5,000	Deductible	
Specified Causes	Stated In Item	Two Minus	\$
Of Loss	\$ 0	Deductible	
Collision	Stated In Item	Two Minus	\$ 101
	\$ 5,000	Deductible	
Towing and Labor	\$	Per Disablement	\$

#### **ITEM THREE**

Schedule Of Covered Autos You Own (Cont'd)

Covered Auto	Number: 56					
Town And Sta	te Where The Covered	Auto Will Be Princip	ally Garaged:			
117 Phoenix A	NZ.					
		Covered	Auto Description			
Year: 1980	Model: Tanker Trir	Trade	Name: Kari Kool			
Body Type:	-	Serial	Number (S):			
Vehicle Identif	fication Number (VIN):	STN56680				
		Cla	assification	_		
Original Cost New	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code
\$ 0	Local					67499

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:

#### **Coverages – Premiums, Limits And Deductibles**

(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)

Coverages	Limit	Premium
Covered Autos Liability	\$ 1,000,000	\$ 58
Personal Injury Protection	Stated In Each Personal Injury Protection Endorsement Minus	\$
	\$ Deductible	
Added Personal Injury Protection	Stated In Each Added Personal Injury Protection Endorsement	\$
Property Protection Insurance (Michigan Only)	Stated In The Property Protection Insurance Endorsement Minus \$ Deductible	\$
Auto Medical Payments	\$	\$
Medical Expense And Income Loss Benefits (Virginia Only)	Stated In Each Medical Expense And Income Loss Benefits Endorsement For Each Person	\$
Comprehensive	Stated In Item Two Minus	\$
	\$ Deductible	
Specified Causes	Stated In Item Two Minus	\$
Of Loss	\$ 0 Deductible	
Collision	Stated In Item Two Minus	\$
	\$ Deductible	
Towing and Labor	\$ Per Disablement	\$

Total P	remiums
Covered Autos Liability	\$ 30,691
Personal Injury Protection	\$
Added Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$ 1,239
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$ 1,777
Specified Causes Of Loss	\$
Collision	\$ 3,819
Towing And Labor	\$

#### Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums

	Coverage – Cost Of Hire Rating Basis For A Operations (Other Than Mobile Or Farm Eq	
Covered Autos Liability Coverage	Estimated Annual Cost Of Hire For All States	Premium
Primary Coverage	\$ If Any	\$ 50
Excess Coverage	\$	\$
	Total Hired Auto Premi	um \$ 50

For "autos" used in your motor carrier operations, cost of hire means:

- 1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein,
- 2. The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
- The total dollar amount of any other costs (i.e., repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

Covered Autos Lia		ge – Cost Of Hire Rating Basis For Aut rations (Other Than Mobile Or Farm Eq	
Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For All States	Premium
Primary Coverage		\$ IF ANY	\$ INCLUDED
Excess Coverage		\$	\$
		Total Hired Auto Premi	um \$

For "autos" **NOT** used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

#### Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Physical Damage Coverages – Cost of Hire Rating Basis For All Autos (Other Than Mobile Or Farm Equipment)				
Coverages	State	Limit Of Insurance	Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver) Premiu	Premium
Comprehensive	СО	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 100 Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning.	\$ If Any	\$ 50
Specified Causes Of Loss	СО	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$	\$
Collision	со	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered Auto	\$ If Any	\$
Total Hired Auto Premium \$ 50				

For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.

#### Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Cost Of Hi	ire Rating I	Basis For Mobile Or Fa	rm Equipment – Other	Than Physical Damage	e Coverages
		Estimated Annual Cost Of Hire For Each State		Premium	
Coverages	State	Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability – Primary Coverage		\$	\$	\$	\$
Covered Autos Liability – Excess Coverage		\$	\$	\$	\$
Personal Injury Protection		\$	\$	\$	\$
Medical Expense Benefits (Virginia Only)		\$	\$	\$	\$
Income Loss Benefits (Virginia Only)		\$	\$	\$	\$
Auto Medical Payments		\$	\$	\$	\$
	-	Tot	al Hired Auto Premiur	n \$	\$

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

#### Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

Cost Of Hire	Rating B	asis For Mobile Or Farm Equipment –	Physical Damag	ge Coverages		
		Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver) Premiu		Premium		
Coverages	State	Limit Of Insurance	Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Comprehen sive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus	\$	\$	\$	\$
		\$ Deductible				
		For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning.				
Specified Causes Of		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus	\$	\$	\$	\$
Loss		\$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism				
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus	\$	\$	\$	\$
		\$ Deductible				
		For Each Covered Auto				
		·	Total Hired	Auto Premium	\$	\$

For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.

### Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)

	Rental Period R	ating Basis For M	lobile Or Farm E	quipment	
		Estimated Number Of Days Equipment Will Be Rented		Premium	
Coverages	Town and State Where The Job Site Is Located	Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability – Primary Coverage				\$	\$
Covered Autos Liability – Excess Coverage				\$	\$
Personal Injury Protection				\$	\$
Medical Expense Benefits (Virginia Only)				\$	\$
Income Loss Benefits (Virginia Only)				\$	\$
Auto Medical Payments				\$	\$
		Total Hired	Auto Premiums	\$	\$

# ITEM FIVE Schedule For Non-ownership Covered Autos Liability

Named Insured's Business	Rating Basis	Number	Premium	
Other Than Garage Service	Number Of Employees	50	<b>\$</b> 137	
Operations And Other Than Social Service Agencies	Number Of Partners Active and Inactive)	0	\$	
Garage Service Operations	Number Of Employees Whose Principal Duty Involves The Operation Of Autos		\$	
	Number Of Partners Active and Inactive)		\$	
Social Service Agencies	Number Of Employees		\$	
	Number Of Volunteers Who Regularly Use Autos To Transport Clients		\$	
	Number Of Partners Active and Inactive)		\$	
Total Non-ownership Covered Autos Liability Premium \$ 137				

#### **ITEM SIX**

Schedule For Gross Receipts Or Mileage Basis

Address Of Business Headquarters Location:	
Type Of Risk (Check one): Public Autos	Leasing Or Rental Concerns
Rating Basis (Check one): Gross Receipts (Per \$100)	☐Mileage (Per Mile)
Estimated Yearly (Gross Receipts Or Mileage):	
Pr	emiums
Covered Autos Liability	\$
Personal Injury Protection	\$
Added Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$
Towing And Labor	\$
Address Of Business Headquarters Location:	
Type Of Risk (Check one): Public Autos	Leasing Or Rental Concerns
Rating Basis (Check one): Gross Receipts (Per \$100)	☐Mileage (Per Mile)
Estimated Yearly (Gross Receipts Or Mileage):	
Pr	emiums
Covered Autos Liability	\$
Personal Injury Protection	\$
Added Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$
Towing And Labor	\$

### Schedule For Gross Receipts Or Mileage Basis (Cont'd)

Address Of Business Headquarters Location:				
Type Of Risk (Check one): Public Autos	Leasing Or Rental Concerns			
Rating Basis (Check one): Gross Receipts (Per \$100)	☐Mileage (Per Mile)			
Estimated Yearly (Gross Receipts Or Mileage):				
Pro	emiums			
Covered Autos Liability	\$			
Personal Injury Protection	\$			
Added Personal Injury Protection	\$			
Property Protection Insurance (Michigan Only)	\$			
Auto Medical Payments	\$			
Medical Expense And Income Loss Benefits (Virginia Only)	\$			
Comprehensive	\$			
Specified Causes Of Loss	\$			
Collision	\$			
Towing And Labor	\$			

#### **ITEM SIX**

#### Schedule For Gross Receipts Or Mileage Basis (Cont'd)

When used as a premium basis:

#### FOR PUBLIC AUTOS

Gross receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise.

Gross receipts does not include:

- 1. Amounts you paid to air, sea or land carriers operating under their own permits.
- 2. Advertising Revenue.
- 3. Taxes collected as a separate item and paid directly to the government.
- **4.** C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing "autos" operated during the policy period.

#### FOR RENTAL OR LEASING CONCERNS

Gross receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers.

Mileage means the total live and dead mileage of all "autos" you leased or rented to others without drivers.



Dallas, TX 1-866-519-2522

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

### **Broad Form Named Insured**

Policy Number: SISIPCA08225215 Effective Date: 1/24/2015 at 12:01 A.M.

Named Insured: Colorado Petroleum Products Co

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

# BUSINESS AUTO COVERAGE FORM TRUCKERS COVERAGE FORM

Policy Declarations, "Named Insured" is revised to include:

"Named Insured" means the person or organization first named as the Named Insured on the Declarations Page of this policy (the "First Named Insured").

Named Insured also includes (1) any other person or organization named as a Named Insured on the Declarations Page;

(2) any subsidiary, associated, affiliated, allied or acquired company or corporation (including subsidiaries thereof) of which any insured named as the Named Insured on the Declarations Page has more than 50% ownership interest in or exercises management or financial control over at the inception date of this policy, or perform substantially similar operations as the first named insured.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel

### **COMMON POLICY CONDITIONS**

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

#### A. Cancellation

- The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- 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.
- 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;

- 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.
- 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:

- Is responsible for the payment of all premiums; and
- 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.

# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

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

- 1. The insurance does not apply:
  - **A.** Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - **B.** Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

- C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
  - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
  - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured": or
  - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
- **2.** As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste":

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

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

### 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.

### COLORADO 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 – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL
COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND
EQUIPMENT COVERAGE FORM

# 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:

- Concealment or misrepresentation of a material fact; or
- 2. Fraud;

committed by you or any other insured ("insured") at any time and relating to coverage under this policy.

# COLORADO 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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- **A.** Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:
  - 2. If this policy has been 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:
    - 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.
- **B.** The following is added to the **Cancellation** Common Policy Condition:

#### 7. Cancellation Of Policies In Effect For 60 Days Or More

- a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the first Named Insured written notice of cancellation:
  - (1) Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
  - (2) At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may only cancel this policy based on one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) A false statement knowingly made by the insured on the application for insurance; or
- (3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.
- **C.** The following is added and supersedes any other provision to the contrary:

#### **NONRENEWAL**

If we decide not to renew this policy, we will mail through first-class mail to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**D.** The following condition is added:

# INCREASE IN PREMIUM OR DECREASE IN COVERAGE

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

- 1. Nonpayment of premium;
- **2.** A false statement knowingly made by the insured on the application for insurance; or
- 3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

If notice is mailed, proof of mailing will be sufficient proof of notice.



Dallas, TX 1-866-519-2522

# EARLY NOTICE OF CANCELLATION PROVIDED BY US

Policy Number: SISIPCA08225215 Effective Date: 1/24/2015 at 12:01 AM

Named Insured: Colorado Petroleum Products Co

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**COMMON POLICY CONDITIONS,** A. - Cancellation, 2. is amended to read:

- 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
  - (30)\* days before the effective date of cancellation if we cancel for any other reason.
  - \* The notice period provided shall not be less than that required by applicable state

All other terms, conditions and exclusions of the policy shall remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel

### **BUSINESS AUTO COVERAGE FORM**

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section  ${\bf V}$  – Definitions.

#### **SECTION I – COVERED AUTOS**

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

A. Description Of Covered Auto Designation Symbols

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

19 Mobile
Equipment
Subject To
Compulsory Or
Financial
Responsibility
Or Other Motor
Vehicle
Insurance Law

Only

Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

# B. Owned Autos You Acquire After The Policy Begins

- If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
- 2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - **b.** You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

# C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

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

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

# SECTION II – COVERED AUTOS LIABILITY COVERAGE

#### A. Coverage

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

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

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

#### 1. Who Is An Insured

The following are "insureds":

- **a.** You for any covered "auto".
- **b.** Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- **c.** Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

#### 2. Coverage Extensions

#### a. Supplementary Payments

We will pay for the "insured":

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

These payments will not reduce the Limit of Insurance.

#### b. Out-of-state Coverage Extensions

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

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as nofault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

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

#### **B. Exclusions**

This insurance does not apply to any of the following:

#### 1. Expected Or Intended Injury

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

#### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

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

#### 3. Workers' Compensation

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

### 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

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

This exclusion applies:

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

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

#### 5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- **b.** The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

#### 6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

#### 7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or **b.** After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

### 8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

#### 9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- **a.** Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

#### 10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- **a.** Work or operations performed by you or on your behalf; and
- **b.** Materials, parts or equipment furnished in connection with such work or operations.

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

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

#### 11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

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

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

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

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

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

#### 12. War

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

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

#### 13. Racing

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

#### C. Limit Of Insurance

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

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

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

#### SECTION III - PHYSICAL DAMAGE COVERAGE

#### A. Coverage

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

#### a. Comprehensive Coverage

From any cause except:

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

#### b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- **(6)** The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

#### c. Collision Coverage

Caused by:

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

#### 2. Towing

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

#### Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

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

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

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

#### 4. Coverage Extensions

#### a. Transportation Expenses

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

#### b. Loss Of Use Expenses

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

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

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

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

#### **B. Exclusions**

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

#### a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

#### b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
- **3.** We will not pay for "loss" due and confined to:
  - Wear and tear, freezing, mechanical or electrical breakdown.
  - **b.** Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

- **4.** We will not pay for "loss" to any of the following:
  - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
- **c.** Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
- d. Any accessories used with the electronic equipment described in Paragraph c. above.
- **5.** Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
  - a. Permanently installed in or upon the covered "auto":
  - b. Removable from a housing unit which is permanently installed in or upon the covered "auto":
  - **c.** An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or
  - **d.** Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
- We will not pay for "loss" to a covered "auto" due to "diminution in value".

#### C. Limits Of Insurance

- **1.** The most we will pay for:
  - a. "Loss" to any one covered "auto" is the lesser of:
    - (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
    - (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
  - **b.** All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:
    - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or
- (3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.
- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### D. Deductible

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

#### **SECTION IV - BUSINESS AUTO CONDITIONS**

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

#### A. Loss Conditions

#### 1. Appraisal For Physical Damage Loss

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

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

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

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

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

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
  - **(4)** Authorize us to obtain medical records or other pertinent information.
  - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:
  - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
  - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

#### 3. Legal Action Against Us

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

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

# 4. Loss Payment – Physical Damage Coverages

At our option, we may:

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

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

### 5. Transfer Of Rights Of Recovery Against Others To Us

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

#### **B.** General Conditions

#### 1. Bankruptcy

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

#### 2. Concealment, Misrepresentation Or Fraud

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

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

#### 3. Liberalization

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

# 4. No Benefit To Bailee – Physical Damage Coverages

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

#### 5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:
  - (1) Excess while it is connected to a motor vehicle you do not own; or
  - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

#### 6. Premium Audit

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

#### 7. Policy Period, Coverage Territory

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

- **a.** During the policy period shown in the Declarations; and
- **b.** Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

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

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

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

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

#### **SECTION V - DEFINITIONS**

- **A.** "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
  - **1.** A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- **C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- **D.** "Covered pollution cost or expense" means any cost or expense arising out of:
  - Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants": or
  - 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

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

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

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

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

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- **E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- **F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
  - 1. A lease of premises;
  - 2. A sidetrack agreement;
  - **3.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - **4.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

- 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
- 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
  - Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - 2. Vehicles maintained for use solely on or next to premises you own or rent;
  - 3. Vehicles that travel on crawler treads;

- **4.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - **a.** Power cranes, shovels, loaders, diggers or drills; or
  - **b.** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- 5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - **a.** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
  - **b.** Cherry pickers and similar devices used to raise or lower workers; or
- 6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
  - a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - **c.** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

- However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- **M.** "Property damage" means damage to or loss of use of tangible property.
- **N.** "Suit" means a civil proceeding in which:
  - Damages because of "bodily injury" or "property damage"; or
  - 2. A "covered pollution cost or expense";

to which this insurance applies, are alleged.

"Suit" includes:

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

# **COLORADO CHANGES**

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

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

# **Changes In Conditions**

A. The last paragraph in the Other Insurance Condition in the Auto Dealers and Business Auto Coverage Forms and the last paragraph in the Other Insurance – Primary And Excess Insurance Provisions Condition in the Motor Carrier Coverage Form are replaced by the following:

When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, the loss will be paid in accordance with the following method:

- **1.** All applicable policies will pay on an equal basis until the policy with the lowest limit of insurance is exhausted.
- 2. If any loss remains and there:
  - a. Are two or more remaining policies whose applicable limits of insurance have not been exhausted, then such policies will continue to pay in accordance with Paragraph 1.; or
  - **b.** Is one remaining policy, then such policy will continue to pay until its limit of insurance has been exhausted.

# B. The following condition is added:

If the "insured's" whereabouts for service of process cannot be determined through reasonable effort, the "insured" agrees to designate and irrevocably appoint us as the agent of the "insured" for service of process, pleadings or other filings in a civil action brought against the "insured" or to which the "insured" has been joined as a defendant or respondent in any Colorado court if the cause of action concerns an incident for which the "insured" can possibly claim coverage. Subsequent termination of the insurance policy does not affect the appointment for an incident that occurred when the policy was in effect. The "insured" agrees that any such civil action may be commenced against the "insured" by the service of process upon us as if personal service had been made directly on the "insured". We agree to forward all communications related to service of process to the last-known e-mail and mailing address of the policyholder in order to coordinate any payment of claims or defense of claims that are required.

# COLORADO UNINSURED MOTORISTS COVERAGE – PROPERTY DAMAGE

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

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: Colorado Petroleum Products Co

**Endorsement Effective Date:** 1/24/2015

#### **SCHEDULE**

"Property Damage" Uninsured Motorists Coverage		
Designation Or Description Of Covered "Auto"	Premium	
ALL OWNED AUTOS	\$ INCLUDED	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

# A. Coverage

- 1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or operator of an "uninsured motor vehicle". The damages must result from "property damage" caused by an "accident" arising out of actual physical contact with a covered "auto". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
- 2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

#### **B.** Exclusions

This insurance does not apply to any of the following:

- **1.** Punitive or exemplary damages.
- 2. Any claim settled without our consent.
- **3.** The direct or indirect benefit of any insurer of property.
- **4.** Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- "Property damage" to a covered "auto" when it is being used to carry persons or property for a fee.

- **6.** "Property damage" to any motor vehicle owned by you or any "family member" which is not a covered "auto".
- "Property damage" to any motor vehicle owned by you for which you have purchased collision coverage under this policy or any other policy.
- 8. The first \$250 of the amount of "property damage" to a covered "auto" as a result of any one "accident".
- "Property damage" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - **b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - **c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### C. Limit Of Insurance

- Regardless of the number of covered "autos", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the lesser of the following:
  - **a.** The actual cash value of the covered "auto" at the time of the "accident"; or
  - b. The cost of repairing or replacing the covered "auto".
- 2. Any amount payable under this coverage shall be reduced by all sums paid by or for anyone who is legally responsible.
- 3. As used in this endorsement, actual cash value means the amount required to replace the covered "auto" at the time of loss, less all sums reflecting:
  - a. The decrease in value of the covered "auto" resulting from its use, wear and tear, obsolescence; and
  - **b.** The physical condition of the covered "auto".

## D. Changes In Conditions

The Conditions are changed for Colorado Uninsured Motorists Coverage – Property Damage as follows:

- Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form are changed by adding the following:
  - Promptly notify the police if a hit-and-run driver is involved.
- **2.** The **Legal Action Against Us** Provision is replaced by the following:

# **Legal Action Against Us**

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. In accordance with COLO. REV. STAT. § 13-80-107.5, an "action" or arbitration of an uninsured motorist insurance claim shall be commenced or demanded by "arbitration demand" within three years after the cause of action accrues, except if the underlying "property damage" liability claim against the uninsured motorist is preserved by commencing an "action" against the uninsured motorist within the three-year time limit specified in COLO. REV. STAT. § 13-80-101(1)(n), then an "action" or arbitration of an uninsured motorist claim shall be timely if such "action" commenced or such arbitration demanded within two years after the "insured" knows that the particular tortfeasor is not covered by any applicable insurance: or
- c. For purposes of Paragraph 2.b. above, a cause of action accrues after both the existence of damage giving rise to the claim and the cause of damage are known to the "insured" or should have been known by the exercise of reasonable diligence.

- 3. The reference in Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible "property damage" uninsured motorists insurance.
- 4. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

#### **Reimbursement And Trust**

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid. We shall be entitled to recovery only after the "insured" has been fully compensated for damages.

#### **Arbitration**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

#### E. Additional Definitions

As used in this endorsement:

- **1.** "Action" means a lawsuit commenced in a court of competent jurisdiction.
- "Arbitration demand" means a written demand for arbitration delivered to us that reasonably identifies the person making the claim, the identity of the uninsured motorists, if known, and the fact that arbitration is being demanded.

- "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
- **4.** "Property damage" means injury to or destruction of a covered "auto". However, "property damage" does not include loss of use or damage to personal property contained in your covered "auto". This definition replaces the definition in the policy.
- "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required for "property damage" liability by the Colorado Financial Responsibility Law; or
  - **b.** For which an insuring or bonding company denies coverage or is or becomes insolvent;
  - **c.** That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit a covered "auto"; or
  - **d.** Whose owner or operator cannot be located after a reasonable attempt for service of process, and either:
    - (1) Service of process on the insurer as authorized by COLO. REV. STAT. § 42-7-414 is determined by a court to be insufficient or ineffective after reasonable effort has failed; or
    - (2) The report of a law enforcement agency investigating the "accident" fails to disclose the insurance covering the vehicle, and the insurance coverage of such owner or operator when the "accident" occurred is not actually known by the person attempting to serve process.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- Owned by a governmental unit or agency;
- **c.** Designated for use mainly off public roads while not on public roads.

# COLORADO UNINSURED MOTORISTS COVERAGE – BODILY INJURY

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

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

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

#### **SCHEDULE**

Limit Of Insurance: \$ 1,000,000 Each "Accident"

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

# A. Coverage

- 1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
- 2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle", we will pay under this coverage only if a. or b. below applies:
  - **a.** The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or

- b. A tentative settlement has been made between an "insured" and the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle", and we:
  - (1) Have been given prompt written notice of such tentative settlement; and
  - (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

#### B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

- 1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".

- **b.** Anyone else while "occupying" or using a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- **c.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- **2.** A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" or using a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

#### C. Exclusions

This insurance does not apply to any of the following:

- Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph A.2.b.
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- **3.** Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 4. Punitive or exemplary damages.
- "Bodily injury" arising directly or indirectly out of:
  - **a.** War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - **c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### D. Limit Of Insurance

- Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the least of the following:
  - **a.** The Limit Of Insurance for Uninsured Motorists Coverage shown in the Declarations: or
  - The amount of damages sustained but not recovered.
- 2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Medical Payments Coverage endorsement attached to this Coverage Part.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

### E. Changes In Conditions

The Conditions are changed for Colorado Uninsured Motorists Coverage – Bodily Injury as follows:

- Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are revised as follows:
  - **a.** The last paragraph is replaced by the following:
    - When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, the loss will be paid in accordance with the following method:
    - (1) All applicable policies will pay on an equal basis until the policy with the lowest limit of insurance is exhausted.

- (2) If any "loss" remains and there:
  - (a) Are two or more remaining policies whose applicable limits of insurance have not been exhausted, then such policies will continue to pay in accordance with Paragraph (1); or
  - (b) Is one remaining policy, then such policy will continue to pay until its limits of insurance have been exhausted.
- **b.** The following provisions are added:
  - (1) The reference to other collectible insurance applies only to other collectible uninsured motorists insurance.
  - (2) If there is other applicable insurance available under one or more policies or provisions of coverage, any insurance we provide with respect to a vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
- 2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form are changed by adding the following:
  - a. Promptly notify the police if a hit-and-run driver is involved; and
  - **b.** Promptly send us copies of the legal papers if a "suit" is brought.
  - c. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.

d. The following replaces the lead-in paragraph in the Duties In The Event Of Accident, Claim, Suit Or Loss Condition in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form with respect to an owner or operator of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle":

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

The Legal Action Against Us Provision is replaced by the following:

## **Legal Action Against Us**

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. In accordance with COLO. REV. STAT. § 13-80-107.5, an "action" or arbitration of an uninsured motorist insurance claim or an underinsured motorist insurance claim shall be commenced or demanded by "arbitration demand" within three years after the cause of action accrues, except:
  - (1) If the underlying "bodily injury" liability claim against the uninsured motorist is preserved by commencing an "action" against the uninsured motorist within the two-year time limit specified in COLO. REV. STAT. § 13-80-102(1)(d) for a wrongful death action or the three-year time limit specified in COLO. REV. STAT. § 13-80-101(1)(n) for all other tort actions to which this insurance applies. then an "action" or arbitration of an uninsured motorist claim shall be timely if such "action" is commenced or such arbitration is demanded within two years after the "insured" knows that the particular tortfeasor is not covered by any applicable insurance; or

- (2) If the underlying "bodily injury" liability claim against the underinsured motorist is preserved by commencing an "action" against the underinsured motorist or by payment of either the liability claim settlement or judgment within the twoyear time limit specified in COLO. REV. STAT. § 13-80-102(1)(d) for a wrongful death action or the three-year time limit specified in COLO. REV. STAT. § 13-80-101(1)(n) for all other tort actions to which this insurance applies, then an "action" or arbitration of an underinsured motorist claim shall be timely if such "action" is commenced or such arbitration is demanded within two years after the "insured" received payment of the settlement or judgment on the underlying "bodily injury" liability claim.
- **c.** For purposes of Paragraph **3.b.** above, a cause of action accrues after both the existence of the death, injury or damage giving rise to the claim and the cause of the death, injury or damage are known to the "insured" or should have been known by the exercise of reasonable diligence.
- 4. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid. We shall be entitled to recovery only after the "insured" has been fully compensated for damages. However, any recovery made by us shall be reduced by our proportionate share of attorneys' fees and expenses incurred in bringing the claim.

Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle"; and
- **b.** Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and
- **b.** We also have a right to recover the advanced payment.
- 5. The Two Or More Coverage Forms Or Policies Issued By Us Condition is changed by adding the following:
  - This provision does not apply to Uninsured Motorists Coverage.
  - **b.** No one will be entitled to receive duplicate payments for the same elements of "loss" under Uninsured Motorists Coverage.
- 6. The following condition is added:

#### Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

## F. Additional Definitions

As used in this endorsement:

 "Action" means a lawsuit commenced in a court of competent jurisdiction.

- "Arbitration demand" means a written demand for arbitration delivered to us that reasonably identifies the person making the claim, the identity of the uninsured or underinsured motorists, if known, and the fact that arbitration is being demanded.
- "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
- "Occupying" means in, upon, getting in, on, out or off.
- "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
  - b. That is an underinsured motor vehicle. An underinsured motor vehicle means a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides a limit that is less than the amount an "insured" is legally entitled to recover as damages caused by the "accident":
  - **c.** For which an insuring or bonding company denies coverage or is or becomes insolvent;
  - d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

- e. Whose owner or operator cannot be located after a reasonable attempt for service of process, and either:
  - (1) Service of process on the insurer as authorized by COLO. REV. STAT. § 42-7-414 is determined by a court to be insufficient or ineffective after reasonable effort has failed; or
  - (2) The report of a law enforcement agency investigating the "accident" fails to disclose the insurer covering the vehicle, and the insurance coverage of such owner or operator when the "accident" occurred is not actually known by the person attempting to serve process.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- **c.** Designated for use mainly off public roads while not on public roads.

# **EMPLOYEE HIRED AUTOS**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

## A. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

# **B.** Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto and Auto Dealers Coverage Forms and Paragraph **5.f.** of the **Other Insurance — Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

**1.** Any covered "auto" you lease, hire, rent or borrow; and

2. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

# **EMPLOYEES AS INSUREDS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

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

The following is added to the **Section II – Liability Coverage**, Paragraph **A.1. Who Is An Insured** Provision:

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

# **EXCLUSION OF TERRORISM**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

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

- **A.** The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, is enclosed in quotation marks:
  - **1.** "Terrorism" means activities against persons, organizations or property of any nature:
    - **a.** That involve the following or preparation for the following:
      - (1) Use or threat of force or violence; or
      - (2) Commission or threat of a dangerous act: or
      - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
    - **b.** When one or both of the following apply:
      - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
      - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

- 2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.
- B. Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

#### **Exclusion Of Terrorism**

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

 The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

- Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
- 5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
- **6.** Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - **b.** Protracted and obvious physical disfigurement; or
  - **c.** Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** and **B.6.** are exceeded.

With respect to this exclusion, Paragraphs **B.5.** and **B.6.** describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

C. With respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

#### **Exclusion Of Terrorism**

We will not pay for any "loss", loss of use or rental reimbursement after "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- **3.** The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- **4.** Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
- 5. The total of insured damage to all types of property exceeds \$25,000,000. In determining \$25,000,000 threshold whether the exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold in Paragraph **C.5.** is exceeded.

- With respect to this exclusion, Paragraph **C.5.** describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.
- D. In the event of any incident of "terrorism" that is not subject to the exclusion in Paragraph B. or C., coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

# EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

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

- **A.** The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, is enclosed in quotation marks:
  - **1.** "Terrorism" means activities against persons, organizations or property of any nature:
    - **a.** That involve the following or preparation for the following:
      - (1) Use or threat of force or violence; or
      - (2) Commission or threat of a dangerous act; or
      - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
    - **b.** When one or both of the following apply:
      - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
      - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

- 2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.
- **B.** The following exclusion is added:

#### **Exclusion Of Terrorism**

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- 2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

- **3.** The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- **4.** Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.
- **C.** In the event of any incident of "terrorism" that is not subject to this exclusion, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

# SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

A. The following exclusion is added to Covered Autos Liability Coverage:

Silica Or Silica-related Dust Exclusion For Covered Autos Exposure

This insurance does not apply to:

- "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silicarelated dust".
- 2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

3. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silicarelated dust", by any "insured" or by any other person or entity.

#### **B.** Additional Definitions

As used in this endorsement:

- 1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
- "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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

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

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

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

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

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

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

# **COLORADO FRAUD STATEMENT**

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Public Burden Statement OMB NO: 2126-0008

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements for the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590



# U.S. Department of Transportation Federal Motor Carrier Safety Administration

# ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to Colorado Petroleum Products Co of 5590 High Street, Denver, CO 80216

Dated at New York, New York this 24th day of January, 2015

Amending Policy No. SISIPCA08225215 Effective Date 1/24/2015

Name of Insurance Company

Starr Indemnity & Liability Company

Countersigned by

Authorized Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "[X]," for the limits shown:

[X] This insurance is primary and the company shall not be liable for amounts in excess of \$1,000,000 for each accident.

[] This insurance is excess and the company shall not be liable for amounts in excess of \$\_\_\_\_\_\_\_ for each accident in excess of the underlying limit of \$\_\_\_\_\_\_ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: (215) 399-2939

Cancellation of this endorsement may be effected by the company of the insured by giving: (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration

requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to

commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

#### **DEFINITIONS AS USED IN THIS ENDORSEMENT**

**Accident** includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

**Motor Vehicle** means a land vehicle, machine, truck, tractor, trailer, or semi-trailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

**Bodily Injury** means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

**Environmental Restoration** means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

**Public Liability** means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the

operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

# SCHEDULE OF LIMITS--PUBLIC LIABILITY

Type of carriage	Commodity transported	Jan. 1, 1985
(1) For-hire (In interstate or foreign commerce, with a	Property (nonhazardous)	\$ 750,000
gross vehicle weight rating of 10,000 or more pounds).  (2) For-hire and Private (In interstate, foreign or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds). (3) For-hire and Private (In interstate or foreign	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1., 1.2, and 1.3 materials. Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	\$5,000,000
commerce, in any quantity, or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).  (4) For-hire and Private (In	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

# LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

- **A.** We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
- **B.** The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- **C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition.
- Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy, we will mail you and the loss payee the same advance notice.
- **D.** If we make any payments to the loss payee, we will obtain his or her rights against any other party.

# POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

# A. Covered Autos Liability Coverage is changed as follows:

- **1.** Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
- 2. With respect to the coverage afforded by Paragraph A.1. above, Exclusion B.6. Care, Custody Or Control does not apply.

### **B.** Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- **D.** "Covered pollution cost or expense" means any cost or expense arising out of:
  - Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

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

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

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

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

# **ARIZONA CHANGES**

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

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

#### **Changes In Conditions**

The **Concealment, Misrepresentation Or Fraud** General Condition is replaced by the following:

### 2. Concealment, Misrepresentation Or Fraud

We will not pay for any "loss" or damage in any case involving misrepresentations, omissions, concealment of facts or incorrect statements:

- **a.** That are fraudulent:
- That are material either to the acceptance of the risk, or to the hazard assumed by us;
   and

- c. Where, if the true facts had been known to us as required either by the application for the policy or otherwise, we in good faith would either:
  - (1) Not have issued the policy;
  - (2) Not have issued the policy in as large an amount; or
  - (3) Not have provided coverage with respect to the hazard resulting in the "loss".

#### POLICY NUMBER: SISIPCA08225215

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

# ARIZONA UNINSURED MOTORISTS COVERAGE

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

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: Colorado Petroleum Products Co

**Endorsement Effective Date:** 1/24/2015

#### **SCHEDULE**

Limit Of Insurance: \$ 1,000,000 Each "Accident"

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

# A. Coverage

- 1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
- 2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

### B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

- **1.** An individual, then the following are "insureds":
  - **a.** The Named Insured and any "family members".

- **b.** Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- **c.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- **2.** A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - **b.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

#### C. Exclusions

This insurance does not apply to any of the following:

- 1. Punitive or exemplary damages.
- 2. Any claim settled without our consent.
- **3.** The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- **4.** Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- "Bodily injury" arising directly or indirectly out of:
  - **a.** War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - **c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### D. Limit Of Insurance

- Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
- 2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible, including all sums paid under the policy's Covered Autos Liability Coverage.

We will not pay for any element of "loss" for which an "insured" is entitled to receive payment under any workers' compensation, disability benefits or similar law.

## E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

- Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are changed by addition of the following:
  - a. The reference to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
  - b. Any insurance we provide with respect to a vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
- 2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form are changed by adding the following:
  - **a.** Promptly notify the police if a hit-and-run driver is involved; and
  - **b.** Promptly send us copies of the legal papers if a "suit" is brought.
- 3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment under this coverage, and the "insured", or someone on behalf of the "insured", has a right to recover damages from the owner or operator of the "uninsured motor vehicle", we shall be subrogated to that right.

4. Two Or More Coverage Forms Or Policies Issued By Us Condition is replaced by the following:

If this Coverage Form and any other Coverage Form or policy issued to the Named Insured by us or any company affiliated with us apply to the same "accident", only one Coverage Form or policy shall be applicable to the "accident". The Named Insured shall select the one Coverage Form or policy that will apply. This condition does not apply to any Coverage Form or policy issued by us or any affiliated company which is excess insurance over this Coverage Form.

**5.** The following conditions are added:

#### a. Arbitration

- (1) If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- (2) Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

#### b. Time Limitation

- (1) We will not be liable for uninsured motorists coverage benefits unless the "insured" gives us written notice of the "insured's" intent to pursue an uninsured motorists coverage claim under this Coverage Form within three years after the date of the "accident" that caused the "bodily injury". However, the "insured" may make an uninsured motorists coverage claim within three years after the earliest of the following:
  - (a) The date the "insured" knew that the tortfeasor was uninsured.

- **(b)** The date the "insured" knows or should have known that coverage was denied by the tortfeasor's insurer.
- (c) The date the "insured" knows or should have known of the insolvency of the tortfeasor's insurer.
- (2) If we and the "insured" do not settle a claim for uninsured motorists coverage under this Coverage Form for which the "insured" has given us timely written notice in accordance with Paragraph (1) above, we will not be liable for uninsured motorists coverage benefits unless within three years after the date the "insured" provides us with such written notice the "insured":
  - (a) Files a lawsuit against us for uninsured motorists coverage benefits under this Coverage Form; or
  - **(b)** Requests arbitration pursuant to the provisions of this Coverage Form.

#### F. Additional Definitions

As used in this endorsement:

- "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
- "Occupying" means in, upon, getting in, on, out or off.
- "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability bond or policy at the time of an "accident" provides at least the amount specified in Section 28-4009 of the Arizona Revised Statutes:
  - For which an insuring or bonding company denies coverage or is or becomes insolvent; or
  - c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:
    - (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

- without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying", provided the facts of the "accident" can be corroborated by any additional and confirming testimony, fact or evidence that strengthens and adds weight or credibility to the "insured's" representation of the "accident".
- However, "uninsured motor vehicle" does not include any vehicle designed for use mainly off public roads while not on public roads.

#### POLICY NUMBER: SISIPCA08225215

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

# ARIZONA UNDERINSURED MOTORISTS COVERAGE

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

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: Colorado Petroleum Products Co

**Endorsement Effective Date:** 1/24/2015

### **SCHEDULE**

Limit Of Insurance: \$ 1,000,000 Each "Accident"

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

## A. Coverage

- 1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".
- 2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

## B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

- **1.** An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".

- **b.** Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- **c.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- **2.** A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - **b.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

#### C. Exclusions

This insurance does not apply to any of the following:

- 1. Punitive or exemplary damages.
- 2. Any claim settled without our consent.
- **3.** The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- **4.** Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - **c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### D. Limit Of Insurance

- Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Underinsured Motorists Coverage shown in the Schedule or Declarations.
- 2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement or Uninsured Motorists Coverage endorsement attached to this Coverage Part.
  - We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible, including all sums paid under the policy's Covered Autos Liability Coverage.
- 3. We will reduce the "insured's" total damages by any amount available to that "insured", under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle", that such "insured" did not recover as a result of a settlement between that "insured" and the insurer of an "underinsured motor vehicle". However, any reduction of the "insured's" total damages will not reduce the limit of liability for this coverage.

## E. Changes In Conditions

The Conditions are changed for Underinsured Motorists Coverage as follows:

- Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are changed by addition of the following:
  - a. The reference to "other collectible insurance" applies only to other collectible underinsured motorists insurance.
  - b. Any insurance we provide with respect to a vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
- 2. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form are changed by adding the following:
  - a. Promptly notify the police if a hit-and-run driver is involved; and
  - **b.** Promptly send us copies of the legal papers if a "suit" is brought.
- 3. The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to Underinsured Motorists Coverage.
- **4.** The **Two Or More Coverage Forms Or Policies Issued By Us** Condition is replaced by the following:

# Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to the Named Insured by us or any company affiliated with us apply to the same "accident", only one Coverage Form or policy shall be applicable to the "accident". The Named Insured shall select the one Coverage Form or policy that will apply. This condition does not apply to any Coverage Form or policy issued by us or any affiliated company which is excess insurance over this Coverage Form.

### **5.** The following conditions are added:

#### a. Arbitration

- (1) If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- (2) Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

#### b. Time Limitation

(1) We will not be liable for underinsured motorists coverage benefits unless the "insured" gives us written notice of the "insured's" pursue intent to underinsured motorists coverage claim under this Coverage Form within three years after the date of the "accident" that caused the "bodily injury", and the "insured" has either made a claim with the tortfeasor's insurer or filed an action against the tortfeasor within the time limits prescribed by Section 12-542 of the Arizona Revised Statutes or within the corresponding limitation period provided under the law of the location where the "accident" occurred. However, the "insured" may make an underinsured motorists coverage claim within three years after the date the "insured" knows or should have known that the tortfeasor has insufficient liability insurance to cover the "insured's" injuries.

- (2) If we and the "insured" do not settle a claim for underinsured motorists coverage under this Coverage Form for which the "insured" has given us timely written notice in accordance with Paragraph (1) above, we will not be liable for Underinsured Motorists Coverage benefits unless within three years after the date the "insured" provides us with such written notice the "insured":
  - (a) Files a lawsuit against us for underinsured motorists coverage benefits under this Coverage Form; or
  - **(b)** Requests arbitration pursuant to the provisions of this Coverage Form.

#### F. Additional Definitions

As used in this endorsement:

- "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child
- "Occupying" means in, upon, getting in, on, out or off.
- 3. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all bonds or policies applicable at the time of an "accident" does not provide at least the amount an "insured" is legally entitled to recover as damages resulting from "bodily injury" caused by the "accident".

However, "underinsured motor vehicle" does not include any vehicle designed for use mainly off public roads while not on public roads.

# **EXPLOSIVES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

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

LIABILITY COVERAGE is changed by adding the following exclusion:

This insurance does not apply to:

"Bodily injury" or "property damage" caused by the explosion of explosives you make, sell or transport.

# **ARIZONA FRAUD STATEMENT**

For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.