

Report and Submit Claims Documents to:
Roanoke Trade Services, Inc. Phone +1 800-762-6653
Email: marineclaims@roanoketrade.com (east coast)
OR lbmarineclaims@roanoketrade.com (west coast)

TRANSPORTATION INTERMEDIARY LIABILITY POLICY
Syndicate Listing – 100% WTK #457

In accordance with your instructions, we have effected insurance with certain Underwriters at Lloyd's, hereinafter referred to as Underwriters; in consideration of premiums to be paid at the rates set forth in the attached schedules, or as may be agreed upon from time to time, subject to the Clauses contained under this insurance and all other terms, conditions, exclusions and warranties hereinafter set forth.

Policy Number:

Named Assured:

Mailing Address:

Policy Period: Twelve (12) months cover effective 12:01 A.M. standard time at the address of the Assured as stated herein and expiring 12:01 A.M.

Limits of Liability

Underwriters shall not be liable for more than:

Section	Limit	Payable	Deductible
1. Errors & Omissions		Each Accident and in the Aggregate	
2. Contingent Auto Liability		Each Accident and in the Aggregate	

Premium

Premium payable monthly/annually in accordance with the Premium Section attached hereon.

In witness whereof, Roanoke Trade Services, Inc., as authorized by certain Underwriters at Lloyd's as per Contract No. B1097 ABI 11 1011 have caused this Policy to be executed and attested, but this Policy shall not be valid unless countersigned below by a duly authorized representative of Roanoke Trade Services, Inc.

By: _____
Roanoke Trade Services, Inc., Authorized Representative

Date: **March 9, 2011**

General Conditions

The following conditions apply to all Sections of the Policy, unless modified or superseded elsewhere herein or endorsed hereon.

1. U.S. Economic and Trade Sanctions

Whenever coverage provided by this Policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void. Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.

2. Claims and Claim Procedures

Notification shall be given to Underwriters or their duly authorized agents as soon as practical, by the Assured, of the occurrence of any accident involving a loss covered hereunder with the fullest information obtainable, and a like notice with full particulars of any claim made on account of such accident. When requested by Underwriters, all reasonable assistance shall be given by the Assured in prosecuting appeals. The Assured shall not admit any liability, settle any claim, and/or interfere in any negotiation for settlement or legal proceeding without the written consent of Underwriters. Underwriters reserve the right to settle any claim or suit.

Any action or proceeding against Underwriters for the recovery of any claim under or by virtue of this insurance shall not be barred if commenced within the time prescribed in the statutes of the Sovereign or any sub-division having jurisdiction.

In cases where the liability of the Assured as aforesaid investigated and/or contested with the consent of Underwriters, this Policy shall be liable for and will also pay in full costs and expenses paid and incurred in investigation, contesting or settling liability.

Underwriters shall be subrogated to all the rights that the Assured may have against any other person or entity, in respect of any payment made under this coverage, to the extent of such payment, and the Assured shall, upon request to Underwriters, execute all documents necessary to secure to Underwriters such rights.

The solvency or bankruptcy of the Assured shall not release Underwriters from any payment for which they would otherwise be liable under this insurance. If because of such insolvency or bankruptcy execution on a judgment creditor shall have a right of action to recover the amount of such judgment against Underwriters to the same extent that the Assured would have paid such judgment, but in no event shall Underwriter's liability exceed the limit of liability expressed elsewhere herein.

3. Action Against Underwriters

No action shall lie against Underwriters unless the Assured shall have fully complied with all the terms of this Policy, and until the amount of the Assured's obligation to pay shall have been finally determined either by judgment against the Assured after actual trial or by written agreement of the Assured, the claimant and Underwriters.

Any person or organization or their legal representative who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by the Policy. No person or organization shall have any right under this Policy to join Underwriters as a party to any action against the Assured to determine the Assured's liability, nor shall Underwriters be impleaded by the Assured or his legal representative. Bankruptcy or insolvency of the Assured or of the Assured's estate shall not relieve Underwriters of any of its obligations.

4. Impairment of Recovery Rights

If any act or agreement of the Assured before or after loss impairs the right of the Assured to recover from others liable for the loss, this policy shall not cover the loss, nor shall it cover any loss or damage which the Assured may settle or compromise with others without the prior written consent of Underwriters.

5. Cancellation

This Policy shall be subject to 30 days Notice of Cancellation, by either party, giving the other party written notice to that effect, but such cancellation shall not affect any risk on which this insurance has attached prior to the effective date of such notice.

Notwithstanding the foregoing notice period, Underwriters may effect cancellation by giving 10 days written notice thereof at any time for non-payment of premium.

6. Institute Service of Suit (USA) CL.355 November 1, 1992

It is agreed that in the event of the failure of the Underwriters severally subscribing this insurance (the Underwriters) to pay any amount claimed to be due hereunder, the Underwriters, at the request of the Assured, will submit to the jurisdiction of a court of competent jurisdiction within the United States of America.

Notwithstanding any provision elsewhere in this insurance relating to jurisdiction, it is agreed that the Underwriters have the right to commence an action in any court of competent jurisdiction in the United States of America, and nothing in this clause constitutes or should be understood to constitute a waiver of the Underwriters' rights to remove an action to a United States Federal District Court or to seek remand therefrom or to seek a transfer of any suit to any other court of competent jurisdiction as permitted by the laws of the United States of America or any state therein.

Subject to the Underwriters' rights set forth above:

- A. It is further agreed that the Assured may serve process upon any senior partner in the firm of: Mendes & Mount (Attorneys), 750 Seventh Avenue, New York, 10019-6829 (California Assureds shall serve process upon Mendes & Mount, 445 South Figueroa Street, Los Angeles, CA 90071; Kentucky Assureds shall serve process upon Lloyds Kentucky, Inc. 200 West Main Street, Frankfort, KY 40601)) and that in any suit instituted against any one contract the Underwriters will abide by the final decision of the Court or of any Appellate Court in the event of an appeal.
- B. The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted.
- C. The right of the Assured to bring suit as provided herein shall be limited to a suit brought in its own name and for its own account. For the purpose of suit as herein provided the word Assured includes any mortgagee under a ship mortgage which is specifically named as a loss payee in this insurance and any person succeeding to the rights of any such mortgagee.
- D. Further, pursuant to any statute of any state, territory or district of the United States of America which makes provision therefore, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office (the Officer), as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the Officer is authorized to mail such process or a true copy thereof.

7. Subrogation

It is a condition of this insurance that upon payment of any loss, Underwriters shall be subrogated to all rights of the Assured against third parties with respect to such loss. It is a further condition of this insurance that if the Assured or any Claimant impairs or diminishes the rights to which Underwriters would be subrogated upon payment, Underwriters may deduct from such payment a sum equal to the estimated recovery lost by reason of the Assured's or Claimant's action or inaction.

8. Other Insurance

If at the time of loss or damage there is available to the Assured or any other interested party, any other insurance which would apply in the absence of this Policy, the insurance provided for hereunder shall apply only as excess insurance over such other insurance.

9. Adjustment and Payment of Loss

Loss, if any, may, at the option of Underwriters, be adjusted with and paid to the Assured for account of whom it may concern, or adjusted with and paid directly to the customers of the Assured, or to the owners of the property. If legal proceedings are taken to enforce a claim against the Assured as respects any such loss, Underwriters reserve the right at their option, to conduct and control the defense on behalf of and in the name of the Assured.

The Assured shall not voluntarily admit any liability or settle any claims or incur any expenses (except as otherwise provided for in this Endorsement) without the specified authority of Underwriters, nor shall the Assured interfere with any negotiations for settlements carried on between Underwriters and the owners of the property.

10. Inspection of Records

Underwriters and/or their agents shall have the privilege at any time during business hours to inspect the records of the Assured as respects to risks and liability falling within the scope of this Policy.

11. Changes in the Policy

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop Underwriters from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy, signed by a duly authorized representative of Underwriters.

12. Assignment

The interest hereunder of any Assured is not assignable. If the Assured shall die or be adjudged incompetent, the Policy shall cover the Assured's legal representative as the Assured only with respect to liability previously incurred and covered by this Policy.

13. Several Liability Notice LSW1001

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

14. Complaints

All inquiries or complaints by the Assured must be referred in the first instance to Roanoke Trade Services whose name and address are provided on the front of this document. Complaints should be referred to James L. Cahalan, Executive Vice President Legal Affairs, Roanoke Trade Services, Inc., 1475 E. Woodfield Road, Suite 500, Schaumburg, IL 60173-4903. If no satisfaction is obtained, complaints should be referred to Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA, Telephone +44(0) 20 7327 5693, Fax +44(0) 20 7327 5225, email: complaints@lloyds.com.

15. Definitions

A. Assured means:

- 1) the Named Assured, which is the Assured named in the Declarations;
- 2) any persons acting within the scope of their duties on behalf of the Named Assured, as a partner, officer, director, stockholder or employee of the Named Assured;
- 3) anyone who previously qualifies as an Assured under paragraphs (a) or (b) above prior to the termination of the required relationship with the Named Assured, but only for professional services rendered within the scope of their duties on behalf of the Named Assured, prior to the termination of the relationship;
- 4) any proprietorship, partnership or corporation of which the Named Assured is a successor;
- 5) the heirs, executors, administrators, assigns and legal representatives of each of the above Assureds in the event of death, incapacity or bankruptcy.

- B. Bodily Injury means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.
- C. Property Damage means physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it.

16. Insurers Liability

For claims applicable to Section 3 of this policy, Insurer's liability shall cease 24 months after expiry unless Insurers have been previously notified in writing as stipulated in clause 2 above.

SPECIMEN

Section 1 Errors & Omissions

1. Coverage

To pay on behalf of the Assured all sums in excess of the deductible amount stated on the Declaration, which the Assured shall become legally obligated to pay as Damages as a result of any claim caused by any negligent act, error or omission of the Assured or any other person for whose acts the Assured is legally liable in the rendering of or failure to render professional services as a Transportation Intermediary or Customs Broker.

GIVEN ALWAYS THAT such negligent act, error or omission occurs during the Policy Period, and is reported to Underwriters within 24 months of the policy expiration date.

2. Claims Expenses and Settlement

With respect to the insurance afforded by this Section, Underwriters will:

- A. defend any claim or suit against the Assured alleging such negligent act, error or omission and seeking damages which are payable under the terms of the Policy, even if any of the allegations of such claim or suit are groundless, false or fraudulent;
- B. pay all premiums on bonds to release attachments or on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bond;
- C. pay all costs taxed against the Assured in any such suit, all expenses incurred by Underwriters, all interest accruing after entry of judgment until Underwriters have paid, tendered or deposited in court such part of such judgment as does not exceed the limit of Underwriters' liability thereon;
- D. pay all reasonable expenses, other than loss of earnings, incurred by the Assured at Underwriters' request;
- E. have the right to investigate, negotiate and settle any claim or suit as may be deemed expedient by Underwriters.

The Limits of Liability include payments for Claims Expenses as well as Damages. If the Limits of Liability are exhausted prior to settlement, final judgment or final award, Underwriters shall have the right to withdraw from further defense by tendering control of the defense to the Assured.

Underwriters shall not be obligated to pay any claim, judgment, award or settlement or to defend or to continue to defend any claim after the limits of Underwriters' liability have been tendered to the Assured or into the court or exhausted by payments of Damages and/or Claims Expenses in the form of judgments, awards or settlements.

3. Exclusions

This Section does not apply to any claim:

- A. arising out of the bodily injury to or sickness, disease, or death of any person;
- B. arising out of injury to, or destruction of, any tangible property (including loss of use thereof), unless caused by the Assured's negligent acts, errors, or omissions as covered under this policy;
- C. arising from liability in respect of property in the care, custody, or control of the Assured;
- D. arising out of any unexplained loss, pilferage, shortage or loss disclosed on taking inventory;
- E. for liability for physical loss or damage, or consequential loss arising out of the Assured's liability as a contracting carrier;

- F. arising out of the ownership, maintenance, operation or use, including loading and unloading, by or in the interest or at the direction of the Assured of watercraft, automobiles, motor vehicles, aircraft or mobile vehicles of any kind;
- G. arising out of the advising or requiring of or failure to advise or require, or failure to maintain any form of insurance either with respect to the Assured or any person, firm or organization, unless such acts are concurrent with and incidental to the rendering of other services in the Assured's capacity as a Customs Broker or Transportation Intermediary;
- H. arising out of any disputes involving the Assured's fees or charges;
- I. brought about, or contributed to, or controlled by an inability or intentional failure to either pay or collect money;
- J. arising out of the insolvency of the Assured or the inability to pay of any Insurance Company;
- K. made by an Assured against another Assured;
- L. made by or against any business enterprise not named in the Declaration which controls or is controlled through 10% or more of voting power or by contract or by common management by an Assured, or is part of a group of companies, one of which is the Named Assured, having common ultimate ownership;
- M. made against an Assured solely because the Assured is a partner, officer, director, stockholder or under common ownership, operation, or management;
- N. arising out of any liability assumed under any contract or agreement, whether oral or in writing, to hold harmless or indemnify another, *unless* such liability would have arisen even in the absence of such agreement;
- O. arising out of any liability solely from the Assured acting as Importer of Record;
- P. for fines, penalties, punitive, exemplary or enhanced damages of any type levied against the Assured: including but not limited to RICO or any state equivalent thereof, except that if a claim is made seeking both compensatory damages and fines, penalties, punitive, exemplary, or enhanced damages, Underwriters will provide defense without liability to pay any fines, penalties, punitive, exemplary, or enhanced damages;
- Q. arising out of any violation of the Employee Retirement Income Security Act of 1974 (Public Law 93-406), more commonly referred to as the Pension Reform Act of 1974, or any amendments thereto, or similar provisions of any federal, state or local statutory law or common law or any other employee benefit plan(s);
- R. arising out of any violation or alleged violation of the Export Administration Act of 1979 regarding certain restrictive trade practices or boycotts or any similar act, law or ordinance unless caused by the Assured's negligent acts, errors, or omissions as covered under this Policy;
- S. arising out of libel, slander or defamation of any kind;
- T. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving or relating to:
 - 1) the refusal to employ any person;
 - 2) the termination of any person's employment; or
 - 3) employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline; defamation, harassment, humiliation or discrimination directed at any person; or
 - 4) employment practices liability or any discrimination on any basis including but not limited to: race, creed, color, ethnic background, national origin, religion, age, gender, sexual orientation, mental or physical handicap or disability, marital status, pregnancy, or other protected category or characteristic established pursuant to any applicable United States federal, state or local statute or ordinance.
- U. alleging bodily injury or property damage or liability arising out of the "pollution or toxic injury hazard,"
 - 1) whether or not the claim arises out of professional services rendered by the Assured, goods or containers in which goods are packaged or sold, shipped or forwarded by the Assured, or liability arising out of premises owned, leased, occupied or used by the Assured.

- 2) alleging bodily injury or property damage or liability arising out of the "pollution or toxic injury hazard," whether or not the actual or threat of exposure occurred in a confined or unconfined indoor or outdoor space, and whether or not the bodily injury, property damage or liability arose out of the negligent use or handling of toxic substances that occur in the normal course of business.

"Pollution or toxic injury hazard" means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties or effects of any solid, liquid, gaseous or thermal products, or by-products, which are or contain pollutants, contaminants, irritants or toxic substances, including but not limited to smoke, vapors, soot, fumes, acids or alkalis, petroleum or hazardous substances and waste materials consisting of or containing any of the foregoing.

Underwriters shall have no obligation under the Policy:

- 1) to investigate, settle or defend any claim or suit against the Assured alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the "pollution or toxic injury hazard"; or
 - 2) to pay any damages, judgments, settlement, loss, costs or expenses that may be awarded or incurred by reason of any such claim or suit or any such injury or damage, or in complying with any action authorized by law and relating to such injury or damage or liability.
- X. caused by or resulting from or in any connection with, either directly or indirectly, the Assured's activities as a Certified Cargo Screening Facility and/or as a Certified Cargo Screener and/or any other activity pertaining to the Certified Cargo Screening Program as administered by the Transportation Security Administration or any other governmental or non-governmental authority.

3. Definitions

- A. **Claim** means a verbal or written demand for money or services received by an Assured. This also includes service of suit or institution of or request to participate in an alternative dispute resolution or request to enter into a settlement agreement. All claims arising from the same act, error, or omission or series of related or continuing acts, errors, or omissions shall be considered to be a single claim.
- B. **Claims Expenses** means (1) fees charged by (an) attorney(s) designated by Underwriters and (2) all other fees, costs, and expenses resulting from the investigation, adjustment, defense and appeal of any claim, suit or proceeding arising in connection therewith, if incurred by Underwriters, or by the Assured with written consent of Underwriters. "Claims expenses" do not include salary charges or expenses of regular employees or officials of Underwriters, or fees and expenses of independent adjusters.
- C. **Customs Broker** means an agent for an importer who advises on the technical requirement of importing, prepares and files entry documents, obtains the necessary customs bonds, deposits U.S. Import duties, secures release of goods and arranges their delivery to the Importer.
- D. **Damages** means, whenever used in the Policy, a monetary judgment, award or settlement and does not include:
 - 1) punitive or exemplary damages, any enhanced damages which are a multiple of compensatory damages, or fines or penalties;
 - 2) the restoration of consideration and expenses paid to the Assured for services or goods;
 - 3) judgments, awards or settlements arising from acts deemed uninsurable by law.
- E. **Policy Period** means the period of time between the inception date shown in the Declarations and the effective date of termination, expiration or cancellation of coverage.
- F. **Transportation Intermediary** means an entity that: (1) arranges for the movement of cargo from ports and/or places in the world to ports and/or places in the world on behalf of its customers and/or on behalf of other forwarding agents; (2) processes shipping or related documentation; and (3) performs related activities incidental to such shipments. Transportation Intermediary also includes an agent for a shipper or subagent for another forwarding agent, including other transportation intermediaries (whether air, ocean or surface). An ocean transportation intermediary is licensed by the Federal Maritime Commission. An air transportation intermediary is recognized by the International Air Traffic Association. An ocean transportation intermediary ("OTI") includes the term ocean freight forwarder and non-vessel-operating common carrier as defined in "The Shipping Act of 1984" as amended by "The Ocean Shipping Reform Act

of 1998". The term freight forwarder herein also includes Air Cargo Agent (IATA), Air Freight Forwarder, Ocean Consolidator, NVOCC, Shipper's Agent, Property Broker, Domestic Freight Forwarder and Import Freight Forwarder.

5. Conditions

A. Limit of Liability

Subject to Underwriters' aggregate Limits of Liability as set forth in the Declarations, the Limit of Liability stated in the Declarations as applicable to each claim, is the limit of Underwriters' liability for all Damages and Claims Expenses arising out of the same or related actual or alleged negligent act, error or omission without regard to the number of demands, suits, proceedings or claimants.

The total Limit of Liability of Underwriters for all claims shall not exceed the applicable amount set forth in the Declarations as the aggregate Limit of Liability for all claims occurring during the Policy Period.

The inclusion in the Policy of more than one Assured shall not operate to increase the limits of Underwriters' liability.

B. Deductible

The deductible amount, if any, stated in the Declarations, shall be subtracted from the total loss payment resulting from each claim, and Underwriters shall be liable only for the difference between such deductible amount and the amounts of insurance otherwise applicable to each claim. The deductible amount will **not** apply to Claims Expenses.

C. Policy Territory

This Policy applies to acts, errors or omissions committed anywhere in the world providing suit is brought in the United States of America, its territories or possessions, Canada, England, Germany, Italy, Spain, Greece, Switzerland, France, Holland, Belgium, South Korea, Hong Kong, Taiwan, or Singapore.

D. Other Insurance

This Policy excludes claims payable by any other insurance (other than insurance providing excess coverage over the limits provided in the Policy).

E. Assured's duties in the event of incident, claim or suit

As soon as the Assured becomes aware of an alleged act, error, or omission that may result in a claim, the Assured must give Underwriters written notice of the incident as soon as practical. Underwriters must receive such written notice within 10 days of sending.

If a claim is made or suit is brought against the Assured, the Assured shall:

- 1) immediately forward to Underwriters at the address listed above every demand, notice, summons or process received by the Assured or any representative of the Assured;
- 2) notify Underwriters as soon as practical, but in any event no later than 60 days after the end of the policy period.

The Assured shall cooperate with Underwriters and upon Underwriters' request will assist in reaching settlement, in the conduct of suits, and in enforcing any right of contribution or indemnity from any person or organization who may be liable to the Assured because of any act, error or omission to which Assured is afforded coverage under this Policy. In addition, the Assured shall attend hearings and trials, assist in securing and giving evidence, and shall obtain the attendance of witnesses.

The Assured shall not, except at Assured's own cost, make any payment or assume any obligation or incur any expense unless the Assured shall have first consulted with and obtained approval from Underwriters or its designated attorneys.

Legal services under this Policy will be provided by law firms as may be designated by Underwriters at its sole discretion. Any legal fees incurred by the Assured without Underwriters' express authorization will not be covered by this Policy.

G. Reimbursement of the company

If Underwriters have paid any amounts in settlement or satisfaction of claims, judgments or awards in excess of the applicable limit of liability, or within the amount of the applicable deductible, the Assureds, jointly and severally, shall be liable to Underwriters for any and all such amounts and, upon demand shall pay such amounts to Underwriters. However, Underwriters shall not be obligated to pay any amounts in excess of the applicable limit of liability but, if Underwriters elect to do so, Underwriters will obtain the written concurrence and permission from the Assured.

H. Arbitration

Underwriters shall be entitled to exercise all Assured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding involving a claim covered by this Policy.

SPECIMEN

Section 2 Contingent Auto Liability

1. Coverage

To pay on behalf of the Assured, all sums which the Assured shall become legally obligated to pay as damages because of Bodily Injury or Property Damage caused by an occurrence and arising out of the transportation of merchandise in or upon automotive equipment owned by others which is provided by the Assured in their capacity as a properly licensed property broker, domestic freight forwarder, customs brokers, NVOCC's, indirect air carriers, or international freight forwarders.

This insurance shall also defend in the name of and on behalf of the Assured any suit, even though groundless, within the scope of this endorsement, against the Assured and will pay all legal expenses incurred in defending and/or investigating said claims where such defense and investigation is made with the prior approval of Underwriters. Such expenses shall be payable in addition to the limit of liability otherwise stated herein

2. Special Warranties

As a condition precedent to this insurance applying, it is understood and agreed that the Assured will obtain, and keep on file in their office at all times, a current Certificate of Automobile Liability Insurance for any trucker/carrier hired by the Assured. The Certificate of Insurance must meet the minimum Federal Motor Carrier Safety Administration Financial Responsibility Limit of Liability of \$750,000. If the Assured fails to have a current Certificate of Automobile Liability Insurance on file for each trucker/carrier hired by them prior to an occurrence, all coverage provided under this endorsement is void.

3. Geographical Limits

Domestic shipments within the forty-eight (48) contiguous United States and/or Canada.

4. Limit of Liability

Per Policy Declarations Page.

5. Deductible

Per Policy Declarations Page.

6. Exclusions

In no case shall this insurance cover:

- A. While automotive equipment is hauling explosives, acids, gasoline, or liquefied petroleum gas as cargo;
- B. Loss or damage to the automotive equipment owned by others or merchandise carried therein;
- C. Liability assumed by the Assured under any contract or agreement other than in respect of their operations as a properly licensed property broker, domestic freight forwarder, customs broker, NVOCC, indirect air carrier, or international freight forwarder.
- D. Any negligent act, error or omission of the Assured or any of its employees;
- E. Any obligation for which the Assured may be held liable under any Workmen's Compensation, unemployment compensation, or disability benefit law, or under any similar law;
- F. Bodily Injury sustained by an employee or spouse, child, or parent of an employee of the Assured arising out of, and in the course of, their employment by the Assured;
- G. Property damage to property owned, or occupied by, or rented to, the Assured; property used by the Assured; property in the care, custody, or control of the Assured; or property to which the Assured, for any purpose, is exercising physical control or possession;
- H. Alleged bodily injury or property damage or liability arising out of the "pollution or toxic injury hazard" whether or not:

- 1) The claim arises out of professional services rendered by the Assured, goods or containers in which goods are packaged or sold, shipped or forwarded by the Assured, or liability arising out of premises owned, leased, occupied or used by the Assured;
- 2) The actual or threat of exposure occurred in a confined or unconfined indoor or outdoor space, and whether or not the bodily injury, property damage or liability arose out of the negligent use or handling of toxic substances that occur in the normal course of business.

Pollution or toxic injury hazard" means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties or effects of any solid, liquid, gaseous or thermal products, or by-products, which are or contain pollutants, contaminants, irritants or toxic substances, including but not limited to: smoke, vapors, soot, fumes, acids or alkalis, petroleum or hazardous substances and waste materials consisting of or containing any of the foregoing.

- I. Expenses or liability to investigate, settle or defend any claim or suit against the Assured alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the "pollution or toxic injury hazard;" or to pay any damages, judgments, settlement, loss, costs or expenses that may be awarded or incurred by reason of any such claim or suit or any such injury or damage, or in complying with any action authorized by law and relating to such injury or damage or liability arising out of any activity involving any nuclear parts or fuels, or agents of biological or chemical warfare.

SPECIMEN

General Exclusions

1. Employee Dishonesty

In no case shall this insurance cover losses due to infidelity, conversion or dishonest acts of the Assured, or the Assured's employees, whether committed alone or in collusion with others.

2. War Exclusion

In no case shall this insurance cover loss damage or expense caused by:

- A. war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power;
- B. capture, seizure, arrest, restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat;
- C. derelict mines, torpedoes, bombs, or other derelict weapons of war.

3. Atomic and Nuclear Exclusion

In no case shall this insurance cover loss, damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4. Computer Millennium (JC97/077 DATED September 9, 1997)

In no case shall this insurance cover any loss, damage, expense or liability of whatever nature which might otherwise be recoverable under this insurance arising out of or in any way connected with whether directly or indirectly, the use or operation of any computer, computer system, computer software, program or process or any electronic system where any such loss, damage, expense or liability arises, whether directly or indirectly, as a consequence of (i) the date change to the year 2000 or any other date change and/or (ii) any change or modification of or to any such computer, computer system, computer software, program or process or any electronic system in relation to any such date change.

5. Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion CL.370 November 10, 2003

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- A. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- B. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- C. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- D. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- E. any chemical, biological, bio-chemical, or electromagnetic weapon.

6. Radioactive Contamination Exclusion, U.S.A. Endorsement

This insurance is subject to the Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical, Electromagnetic Weapons Exclusion Clause CL. 370 November 10, 2003 provided that if fire is an Assured peril, and where the goods Assured is within the U.S.A., its islands, onshore territories or possessions, and a fire arises directly or indirectly from one or more of the causes as detailed in the Sub-Clauses A, B, D and E of the Institute Radioactive Contamination Exclusion Clause above, any loss or damage arising directly from that fire shall, subject to the provisions of this insurance be covered, EXCLUDING however any loss, damage,

liability or expense caused by nuclear reaction, nuclear radiation or radioactive contamination arising directly or indirectly from that fire.

7. Institute Cyber Attack Exclusion CL.380 November 10, 2003

- A. Subject only to (B) below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.
- B. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, (A) above shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software program or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

8. UK Export Control Order 2008 – Revocation of Licenses Clause JC2010/015

In no case shall this insurance provide cover or shall any Underwriter be liable to pay any claim or provide any benefit hereunder in respect of any movement(s) of goods authorized by an export control license issued under the UK Export Control Order 2008 if the license has expired or been revoked or for the period of suspension if the license has been suspended.

This clause shall not apply to a claim that arises prior to expiry revocation or suspension of such license. In the event of the subsequent reinstatement of the license, cover will re-attach subject always to the terms and conditions of this insurance.

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

9. Terrorism Exclusion NMA2920

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this clause an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This clause also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured. In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Reports and Payment of Premium

The Assured agrees to keep an accurate record of all shipments accepted for carriage and render monthly reports as soon as practicable after the close of each month.

1. Errors & Omissions

Flat Annual Premium of \$

2. Contingent Auto Liability

Adjustable at a rate of .XX per \$100 of gross receipts for property brokerage and domestic freight forwarding.

SPECIMEN

CERTAIN UNDERWRITERS AT LLOYD'S LONDON

We, the certain Underwriters at Lloyd's London that have underwritten this insurance want you to understand how we protect the confidentiality of nonpublic personal information we collect about you.

INFORMATION WE COLLECT

We collect nonpublic personal information about you from the following sources:

Information we receive from you on applications or other forms;

Information about your transactions with our affiliates, others or us; and

Information we receive from a consumer –reporting agency.

INFORMATION WE DISCLOSE

We do not disclose any nonpublic personal information about you to anyone except as is necessary in order to provide our products or services to you, or otherwise as we are required or permitted by law (e.g., a subpoena, fraud information, regulatory reporting etc.)

CONFIDENTIALITY AND SECURITY

We restrict access to nonpublic personal information about you to our employees, our affiliates' employees or others who need to know that information to service your account. We maintain physical, electronic, and procedural safeguards to protect your nonpublic personal information.

CONTACTING US

If you have any questions about this privacy statement or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance.

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