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*Unless Your Policy Requires **Written** Notice or Reporting

COMMERCIAL INSURANCE

A Custom Insurance Policy Prepared for:

**CARRIER MEMBERS OF
ASSOCIATION FOR DELIVERY
P.O. BOX 620423
OVIEDO FL 32762-0423**

Presented by: BRIGHTSTONE INS SVCS



One Tower Square, Hartford, Connecticut 06183

TRAVELERS CORP. TEL: 1-800-328-2189
COURIERS PROGRAM
COMMON POLICY DECLARATIONS
ISSUE DATE: 09/30/16
POLICY NUMBER: QT-660-8146P712-TIL-16

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:

CARRIER MEMBERS OF
ASSOCIATION FOR DELIVERY (AS PER IL T8 00)
P.O. BOX 620423
OVIEDO, FL 32762-0423

2. POLICY PERIOD: From 10/01/16 to 10/01/17 12:01 A.M. Standard Time at
your mailing address.

3. LOCATIONS

Premises	Bldg.		
Loc. No.	No.	Occupancy	Address

SEE IL T0 03

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:

5. NUMBERS OF FORMS AND ENDORSEMENTS

FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy
containing its complete provisions:

Policy	Policy No.	Insuring Company
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7. PREMIUM SUMMARY:

Provisional Premium	\$ 25,000
Due at Inception	\$ 25,000
Due at Each	\$

NAME AND ADDRESS OF AGENT OR BROKER:

BRIGHTSTONE INS SVCS (G8135)
145 HUGUENOT ST
STE 501
NEW ROCHELLE, NY 10801

COUNTERSIGNED BY:

Authorized Representative

DATE: _____



POLICY NUMBER: QT-660-8146P712-TIL-16

EFFECTIVE DATE: 10-01-16

ISSUE DATE: 09-30-16

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

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INLAND MARINE

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CM T1 75 04 05	CUSTOM COURIER CARGO COVERAGE FORM
CM T8 00	GENERAL PURPOSE ENDORSEMENT
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IL T4 14 01 15	CAP ON LOSSES CERTIFIED ACT OF TERRORISM
IL T3 82 05 13	EXCL OF LOSS DUE TO VIRUS OR BACTERIA
IL 01 75 07 02	FL CHANGES-LEGAL ACTION AGAINST US
IL 02 55 03 16	FL CHANGES - CANCELLATION AND NONRENEWAL
IL T3 55 05 13	EXCLUSION OF CERTAIN COMPUTER LOSSES

COMMON POLICY CONDITIONS

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

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy or any Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.
5. If this policy or any Coverage Part 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 as part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time

during the policy period and up to three years afterward.

D. Inspections And Surveys

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

E. Premiums

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. We compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums. The premium shown in the Declarations was computed based on rates and rules 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.

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.

G. Equipment Breakdown Equivalent to Boiler and Machinery


On the Common Policy Declarations, the term Equipment Breakdown is understood to mean and include Boiler and Machinery and the term Boiler and Machinery is understood to mean and include Equipment Breakdown.


This policy consists of the Common Policy Declarations and the Coverage Parts and endorsements listed in that declarations form.

In return for payment of the premium, we agree with the Named Insured to provide the insurance afforded by a Coverage Part forming part of this policy. That insurance will be provided by the company indicated as insuring company in the Common Policy Declarations by the abbreviation of its name opposite that Coverage Part.

One of the companies listed below (each a stock company) has executed this policy, and this policy is countersigned by the officers listed below:

- The Travelers Indemnity Company (IND)
- The Phoenix Insurance Company (PHX)
- The Charter Oak Fire Insurance Company (COF)
- Travelers Property Casualty Company of America (TIL)
- The Travelers Indemnity Company of Connecticut (TCT)
- The Travelers Indemnity Company of America (TIA)
- Travelers Casualty Insurance Company of America (ACJ)


Secretary


President

LOCATION SCHEDULE

POLICY NUMBER: QT-660-8146P712-TIL-16

This Schedule of Locations and Buildings applies to the Common Policy Declarations for the period 10-01-16 to 10-01-17 .

Loc. No.	Bldg. No.	Address	Occupancy
1	1	P.O. BOX 62043 OVIEDO, FL 32762-0423	COURIER

POLICY NUMBER: QT-660-8146P712-TIL-16

GENERAL PURPOSE ENDORSEMENT

ITEM 1 NAMED INSURED TO READ:

CARRIER MEMBERS OF ASSOCIATION FOR DELIVERY DRIVERS, INC.
PER SCHEDULE ON FILE WITH BRIGHTSTONE INSURANCE SERVICES, LLC

COMMERCIAL INLAND MARINE



COMMERCIAL INLAND MARINE



One Tower Square, Hartford, Connecticut 06183

COMMERCIAL INLAND MARINE
COVERAGE PART DECLARATIONS

POLICY NO.: QT-660-8146P712-TIL-16
ISSUE DATE: 09-30-16

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

DECLARATIONS PERIOD: From 10-01-16 to 10-01-17 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Commercial Inland Marine Coverage Part consists of these Declarations, the Commercial Inland Marine Conditions Form and the Coverage Forms shown below.

CUSTOM COURIER CARGO COVERAGE FORM

1. COVERAGE, LIMITS OF INSURANCE AND DEDUCTIBLES:

	Limit of Insurance
A. "Maximum Amount of Payment"	\$ SEE CM T8 00
B. "Costs of Document Reconstruction" and "Loss of Interest" for Documents	\$ SEE CM T8 00
C. "Face Value" of Documents	\$ SEE CM T8 00
D. Unscheduled Location, Terminal or Warehouse	\$ SEE CM T8 00

DEDUCTIBLE: \$ SEE CM T8 00

2. REPORTS AND PREMIUM:

a. Deposit Premium	\$ SEE CM T8 00
b. Premium Base ("Gross Receipts")	\$ SEE CM T8 00
c. Rate (per \$100)	\$ SEE CM T8 00
d. Reporting Period	SEE CM T8 00
e. Premium Adjustment Period	SEE CM T8 00
f. Minimum Annual Premium	\$ SEE CM T8 00

3. SPECIAL PROVISIONS (if any)

NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING.

CM TO 49 05 07

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PRODUCER: BRIGHTSTONE INS SVCS

G8135

OFFICE: MELVILLE NY

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COMMERCIAL INLAND MARINE COVERAGE PART

The following indicates the contents of the principal forms which may be attached to your policy.

It contains no reference to the Declarations or Endorsements which also may be attached.

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Loss Conditions

A. Abandonment _____	1
B. Appraisal _____	1
C. Duties In The Event Of Loss _____	1
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H. Recovered Property _____	2
I. Reinstatement Of Limit After Loss _____	2
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General Conditions

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B. Control Of Property _____	2
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D. No Benefit To Bailee _____	3
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2. Property Not Covered _____	Page
3. Covered Causes Of Loss _____	
4. Additional Coverage – Collapse (If Applicable) _____	No.
5. Coverage Extensions (If Any) _____	Varies

B. Exclusions _____	
C. Limits of Insurance _____	By
D. Deductible _____	
E. Additional Conditions _____	Form
F. Definitions _____	

COMMERCIAL INLAND MARINE CONDITIONS

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

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

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

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

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

C. Duties In The Event Of Loss

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

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible,

set the damaged property aside and in the best possible order for examination.

5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

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

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

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

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than

COMMERCIAL INLAND MARINE

their financial interest in the Covered Property.

4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
 - a. We have reached agreement with you on the amount of the loss; or
 - b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

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

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

2. Parts

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

H. Recovered Property

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

I. Reinstatement Of Limit After Loss

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

J. Transfer Of Rights Of Recovery Against Others To Us

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

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

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

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

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control Of Property

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

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

C. Legal Action Against Us

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

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

D. No Benefit To Bailee

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

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

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

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

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

CUSTOM COURIER CARGO COVERAGE FORM

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F – DEFINITIONS**.

A. COVERAGE

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

1. Covered Property, as used in this Coverage Form, means property described in the declarations that is:

- a. In your care, custody or control as a "courier"; or
- b. In the care, custody or control of a connecting "courier".

We cover such property while in the "due course of transportation".

2. Property Not Covered

Covered Property does not include:

- a. The vehicle carrying the property or intermodal containers, trailers or other carrying conveyance;
- b. Live animals, live poultry, birds or fish, except for death or destruction directly resulting from or made necessary by fire, collision or overturn of the transporting vehicle;
- c. Contraband, or property in the course of illegal transportation or trade;
- d. Property that you carry gratuitously or as an accommodation;
- e. Property for which no bill of lading, contract or other shipping document has been issued by you or by others for whom you are acting as their agent, and for which you have assumed liability as a "carrier";
- f. Money, currency, notes, securities, bonds, bullion, jewelry, precious stones or precious metals except as provided for in Section A – COVERAGE 4., Additional Coverage, part e., Jewelry and in Section

A – COVERAGE 4., Additional Coverage, part g., Money or Currency;

- g. Hazardous waste or hazardous substances in reportable quantities as defined by the Comprehensive Environmental Response Act, Compensation Act, and Liability Act;
- h. "Fine arts" except as provided for in Section A – COVERAGE 4., Additional Coverage, part f., "Fine arts"; or
- i. Property held by you when issued under a warehouse receipt or contract.

3. Covered Causes of Loss

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL "LOSS" to Covered Property except those causes of "loss" listed in the Exclusions.

4. Additional Coverage

a. Debris Removal

- (1) We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date "loss".
- (2) The most we will pay under this Additional Coverage is 25% of the amount we pay for the direct "loss" to Covered Property plus the deductible in this Coverage Part applicable to that "loss". Any payment will not increase the applicable Limit of Insurance. But, if the debris removal expense exceeds the amount calculated above, or if the sum of our payments for direct "loss" and debris removal exceeds the applicable Limit of Insurance shown elsewhere in this

COMMERCIAL INLAND MARINE

Coverage Part, we will pay up to \$5,000 in any one occurrence as an additional amount of insurance.

- (3) We will not pay your expense to extract "pollutants" from land or water, or to remove, restore, or replace polluted land or water under this Additional Coverage.

b. Moving Equipment

We will pay for "loss" to van pads, hand trucks, dollies, pallets, containers and other similar equipment including spare parts to handle or ship Covered Property that you:

- (1) Own or use; and
- (2) Carry in or on any automobile, van, truck or trailer that you use.

This Additional Coverage does not apply to motorized equipment.

The most will pay under this Additional Coverage is \$2,500 in any one occurrence.

The amount we will pay under this Additional Coverage is in addition to the Limits of Insurance shown on the Declarations. No deductible applies to this Additional Coverage.

c. Pollutant Clean Up and Removal

- (1) We will pay your expenses to extract "pollutants" from land or water if the release, discharge or dispersal of the "pollutants" is caused by or results from Covered Causes of Loss to Covered Property that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical "loss".
- (2) This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.
- (3) The most we will pay under this Additional Coverage is \$10,000 for the sum of all such expenses arising out of a Covered Cause of Loss to Cov-

ered Property occurring during each separate 12 month period of this policy.

d. Earned Freight

We will pay your earned freight charges that you are unable to collect resulting from a "loss" by any of the Covered Causes of Loss to Covered Property.

However we will not pay for any earned freight charges which are included in any payment made in settlement of a claim against you by any shipper or other party.

This Additional Coverage will not increase the Limits of Insurance shown on the Declarations.

e. Jewelry

We will pay for "loss" to jewelry and precious stones in your care, custody or control as a carrier or in the care, custody or control of a connecting carrier.

The most we will pay under this Additional Coverage is \$2,500 in any one occurrence.

f. "Fine Arts"

We will pay for "loss" to "Fine Arts" in your care, custody or control as a carrier or in the care, custody or control of a connecting carrier.

The most we will pay under this Additional Coverage is \$2,500 in any one occurrence.

g. Money or Currency

We will pay for "loss" to money or currency in your care, custody or control as a carrier or in the care, custody or control of a connecting carrier.

The most we will pay under this Additional Coverage is \$2,500 in any one occurrence.

B. EXCLUSIONS

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

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

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

b. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause.

But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

c. War and Military Action

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

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

- a.** Dishonest or criminal act by you, any of your partners, your employees, directors, trustees or officers, or anyone entrusted with your property, whether or not acting alone or in collusion with other persons or occurring during the hours of employment.
- b.** Delay, loss of use, loss of market or any other consequential loss.
- c.** Spoilage, contamination, corrosion, rust, dampness, dryness, cold or heat, any change in appearance, smell, texture, taste or flavor, mold, mildew, fungus, or freezing.

But if a "loss" from a "specified cause of loss" results, we will pay for that resulting "loss".

- d.** Rain, sleet, hail or snow, but only for property left in the open.

- e.** Riot or civil commotion.

C. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence is the applicable Limit of Insurance shown in the Declarations. However, in no event will we pay more than the "Maximum Amount of Payment" shown in the Declarations. In the event coverage for "loss" is provided under the Additional Coverage, the Limit of Insurance stated within the specific Additional Coverage will apply as additional amounts of insurance, unless otherwise stated within the Additional Coverage.

If a title for a Limit of Insurance appears in quotations in the Declarations, that limit has a special meaning and may act to reduce or eliminate coverage under some circumstances. Refer to Section F – DEFINITIONS.

D. DEDUCTIBLE

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

However, if "loss" from an unattended vehicle occurs and there are no visible signs that the "loss" was a result of forced entry, the Deductible will be the greater of:

- 1. Double the Deductible amount shown in the Declarations; or
- 2. \$ 5,000.

E. ADDITIONAL CONDITIONS

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

1. Coverage Territory

We cover property shown in the Declarations wherever located.

2. Valuation

The Valuation General Condition in the Commercial Inland Marine Conditions is replaced by the following:

- a.** The value of Covered Property will be the value stated for the Covered Property in the shipping receipt or delivery document issued by you or by others for whom you are acting as a "courier".

COMMERCIAL INLAND MARINE

b. If there is no such stated value for the Covered Property, we will pay the following:

(1) For documents that can be reconstructed, we will pay the least of:

- (a) "Face Value";
- (b) The sum of the "Cost of Document Reconstruction Expense" and the "Loss of Interest"; or
- (c) The applicable Limit of Insurance.

(2) For covered documents that cannot be reconstructed, we will pay the least of:

- (a) "Face Value", the "Cost of Document Reconstruction Expense" and the "Loss of Interest"; or
- (b) The applicable Limit of Insurance.

(3) For Covered Property other than documents, we will pay the least of:

- (a) The actual cash value of Covered Property;
- (b) The cost of reasonably restoring that property to its condition immediately before the loss;
- (c) The cost of replacing that property with substantially identical property; or
- (d) The applicable Limit of Insurance.

3. Reports, Premium and Reporting Provisions

The following applies only if the Reports and Premium section is completed in the Declarations.

- a. Reports. Within 30 days after the end of each reporting period shown in the Declarations, you must report to us the amount of your "gross receipts" for that period.
- b. Premium Computation. We will compute the premium using the rate shown in the Declarations and your "gross receipts" as of each Premium Adjustment Period shown in the Declarations.
- c. Premium Adjustment. We will apply the computed premium to the Deposit Pre-

mium shown in the Declarations until it is used up. You must then pay us all premium that exceeds the Deposit Premium.

d. Minimum Annual Premium. You must pay at least the Minimum Premium shown in the Declarations.

This Minimum Annual Premium will only apply when the computed premium for each annual policy period is less than the Minimum Annual Premium.

e. If the Coverage Form is cancelled, you must report the amount of your "gross receipts" up to the date of cancellation.

f. Cancellation. The following is added to Cancellation Common Policy Condition:

In the event of cancellation, this Coverage Form applies to all shipments of Covered Property made prior to the date of cancellation.

F. DEFINITIONS

1. "Carrier" means:

- a. Motor transporting company;
- b. Air freight company; or
- c. Messenger.

2. "Cost of document reconstruction expense" means reasonable expenses incurred by your customer in reconstructing or re-issuing, or attempting to reconstruct or re-issue a document, including:

- a. Stop-payment expenses; and
- b. Collection expenses associated with obtaining replacement financial documents.

3. "Courier" means any:

- a. Messenger service; or
- b. Package delivery service

Operating as a "carrier" or as an express "carrier".

4. "Due course of transportation" means the period of time:

- a. After Covered Property leaves its original location;
- b. While Covered Property is in the exclusive care, custody or control of any "courier"; and
- c. Until the "courier" arrives at the final destination for the Covered Property and

such property is transferred to the exclusive custody and control of the consignee.

5. "Face value" means the dollar value or amount stated on a financial document.
6. "Fine arts" means paintings, statuettes, etchings, photographic works, tapestries, art glass windows and bona fide works of art rarity, historical value or artistic merit.
7. "Gross Receipts" means collected and uncollected charges for transporting.
8. "Loss" means accidental loss or damage.
9. "Loss of interest" means any loss in the earning of interest sustained by your customer during the time:
 - a. Beginning 72 hours after the date of "loss"; and
 - b. Ending 30 days after the date of "loss";due to the necessary use of funds following a "loss" to maintain cash balances while a covered document is in the process of being reconstructed. The amount of interest lost will be calculated based on the applicable Federal Reserve discount rate in effect on the date of the "loss".
10. "Maximum Amount of Payment" means the most we will pay in any one occurrence of "loss".
11. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contamination including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
12. "Specified cause of loss" means and is limited to the following:

Fire, lightning, windstorm, hail, smoke, explosion, vandalism, earthquake, accident to the conveyance carrying the Covered Property.
13. "Suit" means a civil proceeding in which damages because of "loss" to Covered Property by a Covered Cause of Loss are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITS, DEDUCTIBLE, REPORTS AND PREMIUM

This endorsement modifies insurance provided under the CUSTOM COURIER CARGO COVERAGE SECTION OF THE COMMERCIAL INLAND MARINE COVERAGE PART DECLARATIONS.

- A. The COVERAGE, LIMITS OF INSURANCE AND DEDUCTIBLES section of the COMMERCIAL INLAND MARINE COVERAGE PART DECLARATIONS is replaced by the following:

CUSTOM COURIER CARGO COVERAGE FORM

COVERAGE, LIMITS OF INSURANCE AND DEDUCTIBLES:

	Limit of Insurance
A. "Maximum Amount of Payment"	\$5,000 to \$100,000 As per reported Monthly Driver Schedule on file with Brightstone Insurance Services, LLC
B. "Costs of Document Reconstruction" and "Loss of Interest" for Documents	\$Same limit as per reported Monthly Driver Schedule on file with Brightstone Insurance Services, LLC
C. "Face Value" of Documents	\$2,500
D. Unscheduled Location, Terminal or Warehouse	\$Same limit as per reported Monthly Driver Schedule on file with Brightstone Insurance Services, LLC

DEDUCTIBLE: \$200

- B. The REPORTS AND PREMIUM section of the COMMERCIAL INLAND MARINE COVERAGE DECLARATIONS is replaced by the following:

REPORTS AND PREMIUM:

- a. Deposit Premium \$25,000
- b. Premium Base Not applicable
- c. Rate (per \$100) As per Rate Schedule on file with company

POLICY NUMBER: QT-660-8146P712-TIL-16

COMMERCIAL INLAND MARINE
GENERAL PURPOSE ENDORSEMENT

- d. Reporting Period Monthly
- e. Premium Adjustment
Period Monthly
- f. Minimum Annual Premium \$18,750

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permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Custom Courier Cargo Coverage Form

ADDITIONAL COVERAGE: PROPERTY DAMAGE

We will pay your legal liability for risk of direct physical "loss" to property of others, other than Covered Property, at a premises where you load or unload Covered Property. The most we will pay for loss or damage in any one occurrence is the Maximum Amount of Payment Limit of Insurance shown in the Declarations.

We have the right and duty to defend you against any property damage suit, meaning any civil proceeding in which damages because of "loss" to property to which this endorsement applies are alleged. However, we have no duty to defend you against any property damage suit to which this insurance does not apply. We may, at our discretion, investigate any occurrence and settle any claim or property damage suit that may result. But:

- (1) The amount we will pay for damages is limited as described above; and
- (2) Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements.

We will also pay, with respect to any claim we investigate or settle, or any property damage suit against you that we defend:

- (1) All expenses we incur.
- (2) The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We will not be the principal under these bonds, and we do not have to furnish these bonds.
- (3) All reasonable expenses you incur at our request to assist us in the investigation or defense of the claim or property damage suit, including actual loss of earnings up to \$500 a day because of time off from work.
- (4) All costs taxed against you in the property damage suit, but only if such costs are taxed for direct physical loss of or damage to property to which this endorsement applies.
- (5) Prejudgment interest awarded against you on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
- (7) The cost of any required appeal bond for any judgment that we appeal, but only for bond amounts for that part of the judgment that is for damages to which this endorsement applies and which are within the applicable Limit of Insurance. We will pay, or reimburse you for, the cost of a higher appeal bond amount if we are required to do so under the law that applies. We will not be the principal under any appeal bond, and we do not have to furnish any appeal bond.

POLICY NUMBER: QT-660-8146P712-TIL-16

COMMERCIAL INLAND MARINE
GENERAL PURPOSE ENDORSEMENT

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in this endorsement.

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POLICY NUMBER: QT-660-8146P712-TIL-16

COMMERCIAL INLAND MARINE
GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Custom Courier Cargo Coverage Form

DISHONEST OR CRIMINAL ACTS COVERAGE

The following clause replaces Exclusion B.2.a in its entirety:

2. We will not pay for "loss" cause by or resulting from any of the following:
 - a. Dishonest or criminal acts by you, your partners, directors, trustees, officers or members. This exclusion does not apply to your employees or independent contractors.

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POLICY NUMBER: QT-660-8146P712-TIL-16

COMMERCIAL INLAND MARINE
GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE CHANGE

This endorsement modifies insurance provided under the CUSTOM COURIER CARGO COVERAGE FORM.

Section D., DEDUCTIBLE is replaced by the following:

D. DEDUCTIBLE

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FORM I
UNIFORM MOTOR CARRIER CARGO
INSURANCE ENDORSEMENT**

It is agreed that:

1. The certification of the policy as proof of responsibility under the provisions of any State motor carrier law or regulations promulgated by any State Commission having jurisdiction with respect thereto, amends the policy to provide insurance for motor carrier cargo liability in accordance with the provision of such law or regulations to the extent of the coverage and limits of liability required thereby; provided only that the insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except by reason of the obligation assumed in making such certification.
2. The Uniform Motor Carrier Cargo Certificate of Insurance has been filed with the State Commissions indicated on the reverse side hereof.
3. This endorsement may not be canceled without cancellation of the policy to which it is attached. Such cancellation may be effected by the company or the insured giving thirty (30) days' notice in writing to the State Commission with which such certificate has been filed, such thirty (30) days notice to commence to run from the date the notice is actually received in the office of such Commission.

Attached to and forming part of policy No. **QT-660-8146P712-TIL-16**

issued by **Travelers Property Cas Co of America** herein called Company,

of One Tower Square, Hartford, Connecticut

to **Carrier Members of Assoc For Delivery**

of **P.O. Box 620423,
Oviedo, FL 32762-0423**

Dated at **MELVILLE, NY 11747**

this **30** day of **SEPTEMBER 16**

Countersigned by **Karen Balkoski**

Authorized Company Representative

**INDICATES STATE COMMISSIONS WITH WHOM UNIFORM MOTOR CARRIER
CARGO CERTIFICATE OF INSURANCE HAS BEEN FILED.**

<input type="checkbox"/> ALA.	<input type="checkbox"/> HAWAII	<input type="checkbox"/> MASS	<input type="checkbox"/> N.M.	<input type="checkbox"/> S.D.
<input type="checkbox"/> ALASKA	<input type="checkbox"/> IDAHO	<input type="checkbox"/> MICH.	<input type="checkbox"/> N.Y.	<input type="checkbox"/> TENN.
<input type="checkbox"/> ARIZ.	<input checked="" type="checkbox"/> ILL.	<input type="checkbox"/> MINN.	<input type="checkbox"/> N.C.	<input type="checkbox"/> TEX.
<input type="checkbox"/> ARK.	<input type="checkbox"/> IND.	<input type="checkbox"/> MISS.	<input type="checkbox"/> N.D.	<input type="checkbox"/> UTAH
<input type="checkbox"/> CAL.	<input type="checkbox"/> IOWA	<input type="checkbox"/> MO.	<input type="checkbox"/> OHIO	<input type="checkbox"/> VT.
<input type="checkbox"/> COL.	<input type="checkbox"/> KAN.	<input type="checkbox"/> MONT.	<input type="checkbox"/> OKLA.	<input checked="" type="checkbox"/> VA.
<input type="checkbox"/> CONN.	<input type="checkbox"/> KY.	<input type="checkbox"/> NEB.	<input type="checkbox"/> ORE.	<input type="checkbox"/> WASH.
<input type="checkbox"/> DEL.	<input type="checkbox"/> LA.	<input type="checkbox"/> NEV.	<input type="checkbox"/> PA.	<input type="checkbox"/> W.VA.
<input type="checkbox"/> D.C.	<input type="checkbox"/> ME.	<input type="checkbox"/> N.H.	<input type="checkbox"/> R.I.	<input type="checkbox"/> WISC.
<input type="checkbox"/> FLA.	<input type="checkbox"/> MD.	<input type="checkbox"/> N.J.	<input type="checkbox"/> S.C.	<input type="checkbox"/> WYO.
<input type="checkbox"/> GA.				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). "Act Of Terrorism" is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is established by TRIA and is a percentage of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA). Through 2020, that percentage is established by TRIA as follows:

85% with respect to such Insured Losses occurring in calendar year 2015.

84% with respect to such Insured Losses occurring in calendar year 2016.

83% with respect to such Insured Losses occurring in calendar year 2017.

82% with respect to such Insured Losses occurring in calendar year 2018.

81% with respect to such Insured Losses occurring in calendar year 2019.

80% with respect to such Insured Losses occurring in calendar year 2020.

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

The charge for such Insured Losses under this Coverage Part is included in the Coverage Part premium. The charge for such Insured Losses that has been included for this Coverage Part is indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA:

- 1% of your total Commercial Inland Marine Coverage Part premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

A. Paragraph **5.** of Loss Condition **E. Loss Payment** in the Commercial Inland Marine Conditions is replaced by the following:

- 5.** Provided you have complied with all the terms of this Coverage Part, we will pay for covered loss or damage within:
 - a.** 20 days after we receive the sworn proof of loss and reach written agreement with you; or
 - b.** 30 days after we receive the sworn proof of loss and:
 - (1)** There is an entry of final judgment; or
 - (2)** There is a filing of an appraisal award with us.

Paragraph **A.** does not apply to the Mail Coverage Form.

B. The following provisions are added to Loss Condition **C. Duties In The Event Of Loss** in the Commercial Inland Marine Conditions:

- 1.** A claim, supplemental claim or reopened claim for loss or damage caused by hurricane

or other windstorm is barred unless notice of claim is given to us in accordance with the terms of this Coverage Part within three years after the hurricane first made landfall or a windstorm other than hurricane caused the covered damage. (Supplemental claim or reopened claim means an additional claim for recovery from us for losses from the same hurricane or other windstorm which we have previously adjusted pursuant to the initial claim.)

This provision concerning time for submission of claim, supplemental claim or reopened claim does not affect any limitation for legal action against us as provided in this Coverage Part under the Legal Action Against Us Condition, including any amendment to that condition.

- 2.** Any inspection or survey by us, or on our behalf, of property that is the subject of a claim, will be conducted with at least 48 hours' notice to you. The 48-hour notice may be waived by you.

**INTERLINE
ENDORSEMENTS**



**INTERLINE
ENDORSEMENTS**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COMMON POLICY CONDITIONS – PROHIBITED COVERAGE – UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS

This endorsement modifies insurance provided under the following:

ALL COVERAGES INCLUDED IN THIS POLICY

The following is added to the Common Policy Conditions:

Prohibited Coverage – Unlicensed Insurance

1. With respect to loss sustained by any insured, or loss to any property, located in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or

- b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Prohibited Coverage – Trade Or Economic Sanctions

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CYBERFIRST ESSENTIALS LIABILITY COVERAGE PART
CYBERFIRST LIABILITY COVERAGE
DELUXE PROPERTY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY+ WITH IDENTITY FRAUD EXPENSE REIMBURSEMENT
COVERAGE PART
ENVIRONMENTAL HAZARD POLICY
EQUIPMENT BREAKDOWN COVERAGE PART
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE
LAW ENFORCEMENT LIABILITY COVERAGE PART
LIMITED ABOVE GROUND POLLUTION LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDFIRST PRODUCTS/COMPLETED OPERATIONS, ERRORS AND OMISSIONS, AND
INFORMATION SECURITY LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF
TRANSPORTATION
TRIBAL BUSINESS MANAGEMENT LIABILITY COVERAGE PART
Any other Coverage Part or Coverage Form included in this policy that is subject to the federal Terrorism
Risk Insurance Act of 2002 as amended

The following is added to this policy. This provision can limit coverage for any loss arising out of a "certified act of terrorism" if such loss is otherwise covered by this policy. This provision does not apply if and to the extent that coverage for the loss is excluded or limited by an exclusion or other coverage limitation for losses arising out of "certified acts of terrorism" in another endorsement to this policy.

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

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

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

"TRIA" means the federal Terrorism Risk Insurance Act of 2002 as amended.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
FARM COVERAGE PART

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense, rental value or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supersedes any exclusion relating to "pollutants".
- D.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – LEGAL ACTION AGAINST US

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

The following replaces the second paragraph of the Legal Action Against Us condition:

LEGAL ACTION AGAINST US

Legal action against us involving direct physical loss or damage to property must be brought within 5 years from the date the loss occurs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation For Policies In Effect 90 Days Or Less

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

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:

(a) A material misstatement or misrepresentation; or

(b) A failure to comply with underwriting requirements established by the insurer.

b. We may not cancel:

(1) On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or

(2) Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested

by us to prevent a future similar occurrence of damage to the insured property.

B. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

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. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

C. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation For Policies In Effect For More Than 90 Days

a. If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

- (2) The policy was obtained by a material misstatement;
 - (3) In the event of failure to comply, within 90 days after the effective date of coverage, with underwriting requirements established by us before the effective date of coverage;
 - (4) There has been a substantial change in the risk covered by the policy;
 - (5) The cancellation is for all insureds under such policies for a given class of insureds;
 - (6) On the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
 - (7) On the basis of a single property insurance claim which is the result of water damage, if we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or
 - (8) The cancellation of some or all of our policies is necessary to protect the best interests of the public or policyholders and such cancellation is approved by the Florida Office of Insurance Regulation.
- b. If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
- (1) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium;
 - (2) 45 days before the effective date of cancellation if:
 - (a) Cancellation is for one or more of the reasons stated in Paragraphs **7.a.(2)** through **7.a.(7)** above, and this policy does not cover a residential structure or its contents; or
 - (b) Cancellation is based on the reason stated in Paragraph **7.a.(8)** above;
 - (3) 120 days before the effective date of cancellation if:
 - (a) Cancellation is for one or more of the reasons stated in Paragraphs **7.a.(2)** through **7.a.(7)** above; and
 - (b) This policy covers a residential structure or its contents.
- c. If this policy has been in effect for more than 90 days and covers a residential structure or its contents, we may not cancel this policy based on credit information available in public records.
- D. The following is added:
- Nonrenewal**
- 1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least:
 - a. 45 days prior to the expiration of the policy if this policy does not cover a residential structure or its contents, or if nonrenewal is for the reason stated in Paragraph **D.5.**; or
 - b. 120 days prior to the expiration of the policy if this policy covers a residential structure or its contents.
 - 2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
 - 3. We may not refuse to renew this policy:
 - a. On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
 - b. On the basis of filing of claims for sinkhole loss. However, we may refuse to renew this policy if:
 - (1) The total of such property insurance claim payments for this policy equals or exceeds the policy limits in effect on the date of loss for property damage to the covered building; or
 - (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any

loss payment or policy proceeds were based; or

- c. Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.
4. Notwithstanding the provisions of Paragraph **D.3.**, we may refuse to renew this policy if this policy includes Sinkhole Loss coverage. If we nonrenew this policy for purposes of removing Sinkhole Loss coverage, pursuant to section 627.706, Florida Statutes, we will offer you a policy that includes catastrophic ground cover collapse coverage.
5. Notwithstanding the provisions of Paragraph **D.3.**, we may refuse to renew this policy if nonrenewal of some or all of our policies is necessary to protect the best interests of the public or policyholders and such nonrenewal is approved by the Florida Office of Insurance Regulation.

E. Limitations On Cancellation And Nonrenewal In The Event Of Hurricane Or Wind Loss – Residential Property

1. The following provisions apply to a policy covering a residential structure or its contents, if such property has sustained damage as a result of a hurricane or windstorm that is the subject of a declaration of emergency by the Governor and filing of an order by the Commissioner of Insurance Regulation:
 - a. Except as provided in Paragraph **E.1.b.**, we may not cancel or nonrenew the policy until at least 90 days after repairs to the residential structure or its contents have been substantially completed so that it is restored to the extent that it is insurable by another insurer writing policies in Florida. If we elect to not renew

the policy, we will provide at least 100 days' notice that we intend to nonrenew 90 days after the substantial completion of repairs.

- b. We may cancel or nonrenew the policy prior to restoration of the structure or its contents for any of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Material misstatement or fraud related to the claim;
 - (3) We determine that you have unreasonably caused a delay in the repair of the structure; or
 - (4) We have paid the policy limits.

If we cancel or nonrenew for nonpayment of premium, we will give you 10 days' notice. If we cancel or nonrenew for a reason listed in Paragraph **b.(2)**, **b.(3)** or **b.(4)**, we will give you 45 days' notice.

2. With respect to a policy covering a residential structure or its contents, any cancellation or nonrenewal that would otherwise take effect during the duration of a hurricane will not take effect until the end of the duration of such hurricane, unless a replacement policy has been obtained and is in effect for a claim occurring during the duration of the hurricane. We may collect premium for the period of time for which the policy period is extended.
3. With respect to Paragraph **E.2.**, a hurricane is a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service (hereafter referred to as NHC). The hurricane occurrence begins at the time a hurricane watch or hurricane warning is issued for any part of Florida by the NHC and ends 72 hours after the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the NHC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES DUE TO DATES OR TIMES

This endorsement modifies insurance provided under the following:

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

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by any of the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
 - a.** Any of the following, whether belonging to any insured or to others:
 - (1)** Computer hardware, including micro-processors;
 - (2)** Computer application software;
 - (3)** Computer operating systems and related software;
 - (4)** Computer networks;
 - (5)** Microprocessors (computer chips) not part of any computer system; or
 - (6)** Any other computerized or electronic equipment or components; or
 - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;
- due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
- 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Boiler and Machinery Coverage Part, the Commercial Crime Coverage Part or the Commercial Inland Marine Coverage Part; or
 - 2.** Under the Commercial Property Coverage Part:
 - a.** In a "Specified Cause of Loss", in elevator collision resulting from mechanical breakdown, or from theft (if insured) under the Causes of Loss – Special Form; or
 - b.** In a Covered Cause of Loss under the Causes of Loss – Basic Form or the Causes of Loss – Broad Form;
- we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, theft, or a Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

POLICYHOLDER NOTICES



POLICYHOLDER NOTICES

IMPORTANT NOTICE – INDEPENDENT AGENT AND BROKER COMPENSATION

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

For information about how Travelers compensates independent agents and brokers, please visit www.travelers.com, call our toll-free telephone number 1-866-904-8348, or request a written copy from Marketing at One Tower Square, 2GSA, Hartford, CT 06183.

To Our Valued Customer,

Each year, homeowners and business owners across the nation sustain significant weather-related property damage due to floods. These can include losses caused by waves, tidal waters, the overflow of a body of water, the rapid accumulation or runoff of surface water, and mudslide. In nearly all cases, these flood losses cannot be prevented or even anticipated. And, in many instances, the losses are devastating.

Most standard property insurance policies, including most of our policies, do not provide coverage for flood losses. While flood coverage is often available – primarily through the National Flood Insurance Program – it is rarely purchased. Unfortunately, each year we find that some policyholders are surprised and disappointed to learn that damages they have suffered as a direct result of flood are not covered under the policies they have purchased.

Please review your insurance coverage with your agent or Company representative. As you consider the need for flood insurance, keep in mind that floods can, and do, occur in locations all over the country. They are not limited to coastal areas or locations with nearby rivers or streams. Several inches of rain falling over a short period of time can cause flood damage, even in normally dry areas that are not prone to flooding.

For further information about Flood Insurance, contact your agent or company representative, or contact the National Flood Insurance Program directly.

IMPORTANT NOTICE – RISK MANAGEMENT PLANS – FLORIDA

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

Florida loss control insurance statutes require insurers to provide commercial policyholders, at their request, with guidelines for risk management plans. Travelers' Risk Control Department has available guidelines to assist you with your accident prevention activities. These guidelines are available to you free of charge.

A risk management plan shall include safety measures for different exposures, including, as applicable, pollution and environmental hazards; disease hazards; accidental occurrences; fire hazards and fire prevention and detection; liability for acts from the course of business; slip and fall hazards; product injury; and hazards unique to a particular class or category of insureds. Training in safety management techniques and safety management counseling services are also available.

If you would like to request assistance with risk management or your safety program, please call our Risk Control Department at 407-388-3307. For access to over 1,600 safety and health resources, including training programs, checklists, management guides, etc. visit our Risk Control Customer Portal at <http://www.travelers.com/riskcontrol>.

IMPORTANT NOTICE – CONTACT INFORMATION – FLORIDA

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

Please review your policy carefully. Should you have any questions concerning coverages, billings, additions or deletion, please contact your agent. Should you feel the need for additional information or wish to make a complaint, we offer the following number:

For information or to make a complaint, call:
1-800-328-2189