



One Tower Square, Hartford, Connecticut 06183

TRAVELERS CORP. TEL: 1-800-328-2189  
COMMERCIAL INLAND MARINE  
COMMON POLICY DECLARATIONS  
ISSUE DATE: 02/12/24  
POLICY NUMBER: QT-660-0T593188-TIL-24

INSURING COMPANY:  
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:  
WARD TRUCKING, LLC (AS PER IL T8 00)  
1436 WARD TRUCKING DRIVE  
ALTOONA, PA 16602

2. POLICY PERIOD: From 01/01/24 to 01/01/25 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:  
COMMERCIAL INLAND MARINE COV PART DECLARATIONS CM T0 01 07 86 TIL

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

7. PREMIUM SUMMARY:  
Provisional Premium \$ [REDACTED]  
Due at Inception \$ [REDACTED]  
Due at Each \$ [REDACTED]

NAME AND ADDRESS OF AGENT OR BROKER:  
HENDERSON BROTHERS INC (F9522)  
920 FORT DUQUESNE BLVD  
PITTSBURGH, PA 15222

COUNTERSIGNED BY:  
\_\_\_\_\_  
Authorized Representative

DATE: \_\_\_\_\_

## CARGO AND LOGISTICS PAK

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 those sums you become legally obligated to pay as damages as a Motor Carrier, Warehouseman, Freight Forwarder, Freight Broker, Logistics Service Provider or Other Bailee for direct physical loss of or damage to Covered Property caused by or resulting from a Covered Cause of Loss.

**1. Covered Property**, as used in this Coverage Form, means lawful property of others that you have accepted or arranged for transportation or storage, including while temporarily stored or subject to your transportation related logistics services, and for which a Limit of Insurance is shown in the Declarations.

#### 2. Property Not Covered

Covered Property does not include:

- a. Live animals, insects, vermin, rodents, birds, poultry, fish or marine life;
- b. Automobiles, vehicles, transporting vehicles, trailers or containers unless specifically described as property to be transported or stored in any written contract issued or accepted by you;
- c. Accounts, bills, deeds, letters of credit, passports, lottery or other tickets, stamps, money, currency, securities, checks, drafts, notes, evidences of debt, commercial papers, blueprints, mechanical drawings, manuscripts, other valuable papers or records, bullion, coins, precious stones, jewelry, abstracts, paintings, etchings, drawings, rare books, tapestries, sculptures, statuary and other bona fide works of art, rarity, historic value or artistic merit.

#### 3. Covered Causes of Loss

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE from an external cause, except for those causes of loss listed in the Exclusions.

### 4. Additional Coverages

#### a. Duty to Defend

We have the right and duty to defend you against any "suit". However, we will have no duty to defend you against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any occurrence and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section C – Limits of Insurance; 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.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under the Supplementary Payments Additional Coverage.

#### b. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any "suit" against you 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 "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 "suit", but only if such costs are taxed

for direct physical loss of or damage to Covered Property to which this insurance 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 insurance 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.

**c. Cargo Handling Equipment**

We will pay for direct physical loss or damage caused by a Covered Cause of Loss to tarpaulins, chains, binders, pads, covers, burlap, skids, barrels, cartons, pallets, dollies, hand trucks, fork lifts and lift trucks owned by you or owned by others and not accepted for transportation. The value of such property will be the lesser of the cost to repair or replace, if you actually repair or replace, but if you do not, the value will be the Actual Cash Value for the covered loss or damage as of the date of loss.

The most we will pay under this Additional Coverage is \$25,000 in any one occurrence.

**d. Shipper's Control of Damaged and Undamaged Goods**

If loss to any part of Covered Property is caused by a Covered Cause of Loss and you have agreed in writing prior to the loss that the shipper may control the

disposition of the damaged or undamaged Covered Property, we will pay those sums you become legally obligated to pay for such loss to damaged or undamaged Covered Property within the contractual control of the Shipper.

**e. Cargo Extra Expenses**

We will pay the necessary and reasonable extra expenses incurred to:

- (1) Avoid or minimize a Covered Cause of Loss to Covered Property; or
- (2) Tow, re-load, salvage or temporarily store Covered Property after a covered loss.

This includes services provided by Fire, Police or other Public Emergency Service Departments. The most we will pay under this Additional Coverage is \$25,000 in any one occurrence.

**f. Debris Removal**

We will pay the necessary and reasonable expenses incurred to remove debris of Covered Property resulting from a Covered Cause of Loss.

This Additional Coverage does not apply to:

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

The most we will pay under this Additional Coverage is \$25,000 in any one occurrence.

**g. Pollutant Cleanup and Removal**

We will pay the necessary and reasonable expenses incurred to extract "pollutants" from land or water, if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss to Covered Property that occurs during the policy period.

The expenses will be paid only if reported to us in writing within 180 days of the direct physical loss or damage.

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.

The most we will pay under this Additional Coverage is \$25,000 in any one year commencing with policy inception.

**h. Reward Coverage**

We will reimburse you for any reward payments you make leading to:

- (1) The successful return of undamaged stolen Covered Property; or
- (2) The arrest and conviction of any persons who have damaged or stolen any of the Covered Property.

The most we will pay under this Additional Coverage is \$5,000 in any one occurrence.

This Additional Coverage does not apply in the State of New York.

**i. Uncollectible Freight Charges**

We will pay the amount of earned freight or storage charges that you cannot collect due to a covered loss to Covered Property. We will not prorate your charges for a shipment that commenced but could not be delivered due to a covered loss to Covered Property.

The most we will pay under this Additional Coverage is \$25,000 in any one occurrence.

**B. EXCLUSIONS**

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

**a. Nuclear Hazard**

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

**b. 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 or damage caused by or resulting from any of the following:

- a. Delay, loss of use, loss of market, loss of income or any other consequential loss.
- b. Dishonest or criminal acts by you, your partners, directors, trustees, officers or members. This exclusion does not apply to your employees or independent contractors.

- 3. We will not pay for any costs, fines, or penalties you incur for your violation of any law or regulation that applies to your delay in payments, denial or settlement of any claim made against you by others for any loss or damage.

**C. LIMITS OF INSURANCE**

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations:

- 1. In Or On a Land Vehicle or Container applies to Covered Property in or on a truck, trailer, semi-trailer, or container, while not at your "Facility".
- 2. Any Railroad Car or Any Aircraft applies to Covered Property in or on a railroad car or aircraft, while not at your "Facility".
- 3. At the "Facility" applies to Covered Property while at the "Facility" described in the Declarations.
- 4. At Other Locations applies to Covered Property that is not in or on a truck, trailer, semi-trailer, container, railroad car or aircraft and not at a location described as a "Facility" in the Declarations.

In no event will we pay more than the All Covered Property in Any One Occurrence limit regardless of the number of:

- a. Trucks, trailers, semi-trailers, or containers;
- b. Railroad cars or Aircrafts;
- c. "Facilities"; or

## COMMERCIAL INLAND MARINE

### d. Other Locations.

The applicable Limit of Insurance is the most we will pay regardless of the number of insureds; claims made or "suits" brought; or persons or organizations making claims or bringing "suits".

The Limits of Insurance stated within the specific Additional Coverage will apply as additional amounts of insurance, unless otherwise stated within the Additional Coverage.

### D. DEDUCTIBLE

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

Unless otherwise stated within the specific Additional Coverage, the Deductible shown in the Declarations applies to the Additional Coverages in this coverage form. But, if loss or damage in any one occurrence involves more than one Coverage or Additional Coverage under this coverage form, we will deduct only the largest applicable deductible.

### E. AMENDED AND ADDITIONAL CONDITIONS

The Commercial Inland Marine Conditions and the Common Policy Conditions apply except as amended below.

#### 1. Commercial Inland Marine Loss Conditions Not Applicable

The following Loss Conditions do not apply to this Coverage Form: Appraisal; Loss Payment; Pairs, Sets or Parts; and Recovered Property.

#### 2. Valuation

The Valuation General Condition is replaced by the following for all Covered Property other than the Additional Coverage for Cargo Handling Equipment:

Covered Property will be valued at the amount for which you are legally liable. However, at your discretion, Covered Property in or on a land vehicle, container, railcar or aircraft which was sold by a Seller, prior to any loss, will be valued at the destination market value less any charges or expenses not incurred.

#### 3. Transfer of Rights of Recovery Against Others to Us

The Transfer of Rights of Recovery Against Others to Us Loss Condition is replaced by the following:

If you have rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. You must do nothing after loss to impair them. At our request, you will bring "suit" or transfer those rights to us and help us enforce them.

You may waive your rights against another party in writing:

- a. Prior to a loss to Covered Property;
- b. After a loss to Covered Property only if at the time of loss that party is:
  - (1) Someone insured by this insurance;
  - (2) A business firm owned or controlled by you or that owns or controls you; or
  - (3) Another bailee of Covered Property if you have a written contract that apportions some or all of the loss with such bailee.

This will not restrict your insurance.

### 4. Legal Action Against Us

The Legal Action Against Us General Condition, in the Commercial Inland Marine Conditions, is replaced by the following:

Legal Action Against Us

- a. 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 Form;
  - (2) The action is brought within 2 years after you first have knowledge of the direct loss or damage or the "suit".
- b. No person or organization has a right under this Coverage Form to join us as a party or otherwise bring us into a "suit" asking for damages from you.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against you obtained after an actual trial, but we will not be liable for damages that are not payable under the terms of this Coverage Form or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, you and the claimant or the claimant's legal representative.

**5. Duties in the Event of Loss**

The following is added to the Duties in the Event of Loss Condition:

Make a prompt claim in writing against any other party who may be liable for the loss.

**6. Coverage Territory**

We cover property wherever located within:

- a. The United States of America and its territories or possessions;
- b. Puerto Rico; and
- c. Canada.

**7. Reimbursement to Us**

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

If we pay any loss or damage because of any such endorsement, you must promptly reimburse us for that payment and any other expenses we may incur in connection with it; however, your reimbursement will be required only to the extent that we do not cover that loss or damage under this Coverage Form.

**8. Salvage**

Unless, prior to any loss, you have agreed by written contract to the contrary, any salvage for loss will accrue entirely to our benefit until the sum paid by us has been made up. If our benefit of salvage recovery exceeds the loss sum we paid, then we will return the difference to you or the owner of Covered Property, less salvage expenses.

**9. Minimum Earned Premium**

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

This Minimum Earned Premium will only apply:

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

**10. Reports, Premium And Reporting Provisions**

The following applies only if Reporting is indicated in the Declarations.

- a. Reports. Within 30 days after the end of each reporting period, you must report to us the amount of your Premium Base for that period.

- b. Premium Computation. We will compute the premium using the rate and your Premium Base shown in the Declarations as of each Premium Adjustment Period shown in the Declarations.

- c. Premium Adjustment. We will apply the computed premium to the Deposit Premium shown in the Declarations until it is used up. You must then pay us all premiums that exceed the Deposit Premium.

- d. If the Coverage Form is cancelled, you must report the amount of the Premium Base up to the date of cancellation.

- e. Cancellation. The following is added to the Cancellation Common Policy Condition:

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

**F. DEFINITIONS**

- 1. **"Gross receipts"** means the total amount of receipts to which you are entitled for all services covered by this coverage form during the policy period.

- 2. **"Mileage"** means the total live and dead mileage of all revenue producing units operated during the policy period.

- 3. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- 4. **"Suit"** means a civil proceeding in which damages because of loss of or damage to Covered Property to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which you must submit, or submit with our consent; and

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

- 5. **"Facility"** means any portion of a premises listed and described in the Declarations or Schedule where Covered Property is located.