



Policy Number: **NA25EHNN**

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RISK DETAILS

UNIQUE MARKET REFERENCE:

B0572NA25EHNN

ATTACHING TO DELEGATED UNDERWRITING CONTRACT REFERENCE:

B0572NA24TZ03

LONDON BROKER:

Tysers Insurance Brokers Limited
71 Fenchurch Street, London EC3M 4BS

TYPE:

Contract Classification: Insurance
Description: MOTOR TRUCK CARGO

INSURED:

Name: RYAN O'CONNOR doing business as HUSKY MOVING
Street No. and Street: 82 Newport Street
Town: Arlington
Zip: 02476
State: Massachusetts
Country: United States of America

PERIOD:

From: 27th January 2025
To: 27th January 2026
Both days at 12:01 a.m. Local Standard Time at the address of the Insured

INTEREST:

All risks of physical loss of &/or damage from an external cause to lawful cargo in &/or on a truck, within the contiguous states of USA, the District of Columbia and Canada.

LIMITS OF LIABILITY:

USD 20,000 Any One Truck
USD 20,000 Any One Loss

DEDUCTIBLE:

USD 2,000 Each and Every Loss

TERRITORIAL LIMITS:

Within the contiguous states of USA, the District of Columbia and Canada.



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CONDITIONS:

Motor Truck Cargo Broad Form (15) – 735FWH00002
Proposal Form signed and dated 13th January 2020

AMENDMENTS

Exclusion a ii) deleted

INCLUSIONS

Including Unattended Truck Endorsement Limit USD 20,000
Including Earned Freight Endorsement Limit USD 2,500
Including Debris Removal Endorsement Limit USD 2,500
Including In Full Premium Endorsement amended for ONE Named Driver: Ryan O'Connor
LMA 3100A Sanctions Limitation Clause
LMA 5390 U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause
LSW 549 Cancellation – Minimum Earned Premium
NMA 2920 Terrorism Exclusion Endorsement
NMA 2962 Biological or Chemical Materials Exclusion
Household Goods Endorsement
MS Amlin Driver Criteria 2024 – Household Goods Movers
LSW 1001 (08/94) Several Liability Notice
Notification of Claims to: XS Brokers Insurance Agency Inc., 13 Temple Street, Quincy,
MA 02169, United States of America

NOTICES:

LMA9054 Massachusetts Surplus Lines Notice
LSW1135B Lloyd's Privacy Policy Statement
Complaints Procedure

**CHOICE OF LAW
AND JURISDICTION:**

Choice of Law:

This (re)insurance shall be governed by and construed in accordance with the law of Massachusetts.

Choice of Jurisdiction:

Each party agrees to submit to the exclusive jurisdiction of the courts of the United States of America as determined under the Service of Suit Clause as per the Broad Form (15) wording provided in this policy.

Service of Suit Nominee:

Lloyd's America, Inc., Attention: Legal Department, 280 Park Avenue, East Tower, 25th Floor, New York, NY 10017, United States of America

PREMIUM:

Gross Premium: USD 2,500.00 (100%) annual for 1 Named Driver
(25% Minimum Earned Premium applies)

**PREMIUM
PAYMENT TERMS:**

Premium to be paid to Tysers Insurance Brokers Ltd. within 60 days of inception

**TAXES PAYABLE
AND ADMINISTERED
BY (RE)INSURED
OR THEIR AGENT:**

None



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TAXES PAYABLE
BY (RE)INSURED AND
ADMINISTERED BY
(RE)INSURERS:

None

TAXES PAYABLE
BY (RE)INSURERS
AND ADMINISTERED
BY (RE)INSURED OR
THEIR AGENT:

None

(RE)INSURER
CONTRACT
DOCUMENTATION:

This document details the contract terms entered into by the (Re)insured(s) and (Re)Insurer(s) and constitutes the contract document. Any further documentation changing this contract, agreed in accordance with the contract change provisions set out in this contract, shall form the evidence of such change.

The (Re)insured and (Re)insurers agree all contract documentation shall be issued in English.

This contract is subject to US state surplus lines requirements. It is the responsibility of the surplus lines broker to affix a surplus lines notice to the contract document before it is provided to the insured. In the event that the surplus lines notice is not affixed to the contract document the insured should contact the surplus lines broker.



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POLICY WORDING / CLAUSES

SCHEDULE

INSURED NAME: RYAN O'CONNOR doing business as HUSKY MOVING
ADDRESS: 82 Newport Street, Arlington, Massachusetts 02476, United States of America
POLICY PERIOD: From: 27th January 2025
To: 27th January 2026

Both days at 12:01 a.m. Local Standard Time at the address of the Insured

- A) TRUCK LIMIT: USD 20,000
- B) LOSS LIMIT: USD 20,000
- C) DEDUCTIBLE: USD 2,000 each and every loss

SCHEDULED DRIVER POLICY AT USD 2,500.00 for one named driver PREMIUM IN FULL



OPTIONAL ENDORSEMENTS:

- 1) REFRIGERATION BREAKDOWN ENDORSEMENT: NOT INCLUDED
 - a) Deductible

- 2) RIGGERS ENDORSEMENT: NOT INCLUDED
 - a) Limit US\$
 - b) Deductible US\$

- 3) CONTINGENT TRANSIT ENDORSEMENT (TRUCK BROKERING): NOT INCLUDED

- 4) UNATTENDED TRUCK ENDORSEMENT: INCLUDED

Limit US\$ 20,000

- 5) EARNED FREIGHT ENDORSEMENT: INCLUDED

Limit US\$ 2,500

- 6) DEBRIS REMOVAL ENDORSEMENT: INCLUDED

Limit US\$ 2,500

- 7) L.T.L. ENDORSEMENT (72 HOUR OFF TRUCK COVER) NOT INCLUDED

Terminal: Limit US\$

Terminal: Limit US\$

Terminal: Limit US\$

- 8) IN FULL PREMIUM ENDORSEMENT INCLUDED

Named Driver:

Ryan O'Connor	

- 9) TRAILER INTERCHANGE ENDORSEMENT NOT INCLUDED
 - (a) Trailer limit US\$
 - (b) Loss limit US\$

- 10) SPECIAL CONDITIONS:



INSURING AGREEMENT

In consideration of the premium paid hereon and the particulars and statements contained in the written Proposal, a copy of which attaches hereto, which particulars and statements are warranted by the Insured to be true and are agreed to be incorporated herein, the Underwriters hereby agree to indemnify the Insured, named in the Schedule, for ALL RISKS OF PHYSICAL LOSS OR DAMAGE FROM AN EXTERNAL CAUSE to lawful cargo in and/or on a truck whilst in the Insured's care, custody or control in the ordinary course of transit, including loading and unloading, within the contiguous states of USA, the District of Columbia and Canada. **THIS INSURANCE BEING SUBJECT TO ALL THE PROVISIONS, EXCLUSIONS, DEFINITIONS, TERMS AND CONDITIONS CONTAINED IN THE FOLLOWING WORDING.**

LIMIT OF LIABILITY

The liability of the Underwriters for claims arising out of loss or damage to cargo carried in or on any one truck as defined herein shall in no event exceed the sum set against item A on the schedule page forming page 1 of this form less the amount of the applicable deductible contained in this Policy, but in any event for claims arising out of any one occurrence Underwriters shall not be liable for more than the sum set against item B on the schedule page forming page 1 of this form, less the amount of the applicable deductible contained in this Policy. **IT IS A CONDITION OF THIS POLICY THAT THE INSURED WILL NOT CARRY INSURANCE OVER AND ABOVE THE LIMITS PROVIDED IN THIS POLICY**

DEDUCTIBLE

In consideration of the reduced premium charged, all claims for loss or damage arising out of each and every accident or event shall be adjusted separately, and from the amount of the loss arising out of each and every accident or event when determined, the sum set against item C in the schedule page forming page 1 of this form shall be deducted, such amount to be uninsured and at the Insured's own risk.

EXCLUSIONS

This Insurance does not insure the liability of the Insured for: -

- a) i) Loss or damage to accounts, bills, debts, evidence of debt, letters of credit, passports, documents, railroad or other tickets, notes, money, securities, currency, bullion, precious stones, jewelry and/or other similar valuable articles, paintings, statuary and other works of art, manuscripts, mechanical drawings, live animals, tobacco, cigars, cigarettes, non-ferrous metal in scrap and/or ingot form, furs, garments*, electronics*, alcohol, beer, wine, seafood unless canned. (*as defined on page 6),
- ~~ii) Loss or damage to Household goods and/or personal effects, when forming part of a domestic removal or office relocation.~~
- b) Loss or damage caused by or resulting from mysterious disappearance, the infidelity, dishonesty or criminal act of the Insured, his employees, his agents or others to whom the cargo may be entrusted including operators under contract to the Insured, whether or not such act or acts occurred during the regular hours of employment.
- c) Loss of cargo due to voluntary act of the Insured, whether or not resulting from a third party's use of fraudulent documents, forged freight bills, interchange receipts, release orders, or other unauthorized form or unauthorized use of documents.
- d) Loss of market, delay, loss of use, clean up costs or any remote or consequential loss.
- e) Loss or damage caused by spoilage, contamination, deterioration, freezing, rusting, electrical and/or mechanical failure, and/or damage to refrigerated and/or temperature controlled cargo

UNLESS CAUSED BY OR RESULTING FROM: -

- 1) Fire, lightning, or explosion.
- 2) Accidental collision of the truck with any other vehicle or object.
- 3) Overturning of the truck.
- 4) Collapse of bridges or culverts.



- 5) Flood (meaning rise of streams or navigable waters).
 - 6) Cyclone, tornado, hurricane or windstorm.
 - 7) Theft.
 - 8) Stranding, collision, burning, grounding or sinking of ferry while truck on board.
- f) Loss or damage caused by strikers, locked-out workmen, persons taking part in labor disturbances, riots or civil commotions.
- g) Goods or merchandise which are the property of the Insured.
- h) Loss or damage caused by or resulting from:
- i) War, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual impending or expected attack by: a) any government or sovereign power (de jure or de facto); b) any authority maintaining or using military, naval or air forces; or c) by an agent of any such government, power, authority or forces.
 - ii) Any weapon of war employing atomic fission or radioactive force whether in time of peace or war.
 - iii) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by Government authority in hindering, combating, or defending against such occurrence, seizure or destruction under any quarantine or Customs regulations, confiscation by order of any government or public authority, or risks of contraband, illegal transportation or illegal trade.
- i) Loss or damage caused by or resulting from nuclear radiation, nuclear reaction or radioactive contamination whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this Policy.
- j) Loss or damage caused by or resulting from mildew, moth, vermin, insufficiency of insulation or packing, wear, tear, gradual deterioration, or natural loss in weight or volume.
- k) Any losses from unattended trucks while in the ordinary course of transit unless:
- a) The truck is garaged in a building or parked in a fully enclosed yard which is securely closed and locked, or the truck is under constant surveillance, or on a guarded lot AND
 - b) The truck has all the openings closed and securely locked and keys removed, in so far as local regulations permit.
- l) Loss or damage to cargo carried without charge by the Insured or as an accommodation on their part.
- m) Loss or damage otherwise recoverable hereon unless:
- i) the trucks are owned by the Insured, or leased pursuant to a written lease by him for his exclusive use, AND providing the trucks are operated exclusively by his own full time salaried employees who have satisfied the employee references condition (General Condition no 4) below.
- or
- ii) the trucks are operated by owner operators who are under written lease to the Insured for a period of 30 consecutive days or more.
- n) Loss or damage reasonably attributable to inherent vice.
- o) Loss or damage to cargo not loaded on a truck for which the Insured may be held legally liable.



- p) Loss or damage consequent upon or reasonably attributable to the insolvency, bankruptcy, or financial failure of the Insured.
- q) Freight charges earned or unearned, other than recoverable under General Condition no. 7 herein.
- r) Loss damage or expense of whatever nature which might otherwise be recoverable under this insurance arising out of or in any way connected with, whether directly or indirectly, the use or operation of any computer, computer system, computer software, program or process or any electronic system where any such loss, damage, expense or liability arises, whether directly or indirectly, as a consequence of (i) the date change to the year 2000 or any other date change and/or (ii) any change or modification of or to any such computer, computer system, computer software, program or process or any electronic system in relation to any such date change

UNLESS such loss damage or expense is caused by or resulting from:

- i) Fire, lightning or explosion
- ii) Accidental collision of the truck with any other vehicle or object
- iii) Overturning of the truck
- iv) Stranding, collision, burning, grounding or sinking of ferry while truck on board.

DEFINITIONS

- a) The word **truck** shall mean a self-propelled commercial vehicle designed to carry cargo, which is licensed for use on public roads.

Truck includes trailers and semi-trailers, dollies or auxiliary wheels combined, or any combination of them, or any unidentified trailer, BUT ONLY

- i) whilst singularly attached to a covered truck or tractor OR
- ii) whilst temporarily detached for a period not exceeding 72 consecutive hours (Sundays and holidays excluded) from a covered truck or tractor AND whilst garaged in a building or parked in a fully enclosed yard which is securely closed and locked, or the trailer or semi-trailer is under constant surveillance, or on a guarded lot AND the trailer or semi trailer has all the openings closed and securely locked with keys removed.

- b) The word **accident** shall mean: -

An accident or series of accidents arising out of one event or occurrence.

- c) The word **unattended** shall mean: -

A truck which has been left without a responsible person whose duty is to drive, guard, or attend the truck being either on, in, or within ten yards of the truck.

- d) The word **cargo** shall mean: -

All property or equipment not owned, hired or leased by, or loaned to the Insured or by or to the Agents or servants of the Insured.

- e) The word **garments** shall mean; -



All items of clothing, including innerwear and outerwear, footwear, shoes, boots, gloves, hats, and the like.

f) The word **electronics** shall mean: -

All items of consumer and commercial electrical appliances and instruments including but not limited to radios, televisions, computers, computer software, hard drives, chips, microchips, printed circuit boards and their components, modems, monitors, cameras, facsimile machines, photocopiers, VCRs, hi-fis, stereos, CD players and the like. (Heavy electrical items such as switchgear, turbines, generators and the like shall be deemed not to be electronics.)



GENERAL CONDITIONS

- 1) **NOTICE TO UNDERWRITERS** – Upon the occurrence of any loss claimed to be covered under this Insurance, the Insured, or someone on his behalf, shall give immediate notification as soon as practicable. In any event the Insured shall also give not later than fifteen (15) days after the date the Insured received notification, written notice thereof to the Underwriters. The Insured shall not, except at his own cost, offer or pay any reward for recovery of the goods for which he is liable. In the event of theft, larceny, robbery, pilferage or vandalism the Insured shall additionally give, as soon as is reasonably possible, notice to the police.
- 2) **PROOF OF LOSS** – Within sixty (60) days after loss or damage, unless such time is extended in writing by the Underwriters, the Insured shall forward to the Underwriters a proof of loss statement in the form supplied by the Underwriters, signed and sworn to by the Insured, stating the place, time and cause of the loss or damage, the sound value thereof and the amount of loss or damage thereto, all encumbrance thereon and all other insurance, whether valid and/or collectable or not, covering said property. Failure to notify the Underwriters within the time scales above shall invalidate any claim under this Policy.
- 3) **EXAMINATION UNDER OATH** – The Insured, as often as required, shall submit to examination under oath by any other person designated by the Underwriters and subscribe the same. As often as required, the Insured shall produce for examination all books of accounts, bills, invoices and other vouchers, or certified copies thereof if the originals are lost, at such reasonable place as may be designated by the Underwriters, and shall permit extracts and copies thereof to be made.
- 4) **SPECIAL CONDITION** – It is a condition precedent to Underwriters' liability under this Policy that satisfactory references are obtained from reliable sources, checked and records kept in respect of all new employees engaged by the Insured after the inception date of this Policy. The Insured shall take all reasonable precautions for the protection and safeguarding of the cargo and use such security devices as may be specified in the proposal form, and all vehicles, trailers, containers and security devices shall be maintained in good order. Such devices shall be used at all times and shall not be varied or withdrawn without written consent by the Underwriters.
- 5) **SUBROGATION** – In the event of any payment under this Policy, the Underwriters shall be subrogated to all the Insured's rights of recovery against any person or organization. The Underwriters shall have the right to bring suit for such recovery, at the Underwriters' expense, in the name of the Insured for the amount of the Underwriters' payment or, at the option of the Underwriters bring an action in the name of the Insured to recover the entire loss. Any recovery after deduction of expenses, shall be shared by the Underwriters and the Insured in the same proportion as they shall have shared the loss. The Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such subrogation rights, and shall render all reasonable assistance in the prosecution of all actions to recover the loss including, but not limited to attendance of witnesses for discovery and at trial. The Insured shall do nothing after loss to prejudice the Underwriters subrogation rights.
- 6) **CO-INSURANCE** – Underwriters shall not be liable for a greater proportion of any loss or damage to the total value of all merchandise than the amount of the applicable insurance bears to the total value at the time and place of the loss. This clause shall apply separately to merchandise in transit and at a terminal location.



- 7) **PROTECTION OF SALVAGE** – In the event of any loss or damage whether insured against hereunder or not, the Insured shall protect the property from other or further loss or damage, and any such other or further loss or damage due directly or indirectly to the Insured's failure to protect shall not be recoverable hereunder. Any such act of the Insured or the Underwriters in recovering, saving and preserving the property described herein, shall be considered as done for the benefit of all concerned and without prejudice to the rights of any party, and where the loss or damage suffered constitutes a claim hereunder, then all reasonable expenses thus incurred shall also constitute a claim hereunder, provided such expenses and the claim hereunder do not exceed the lesser of the value of the goods or the limit hereunder. However the Underwriters shall not be responsible for the payment of any reward offered for the recovery of the insured property unless authorized by the Underwriters.
- 8) **OTHER INSURANCE** – If at the time of loss or damage there is available to a named or unnamed Insured or any other interested party any other insurance which would apply in the absence of this Policy, the insurance under this Policy shall apply only as excess insurance over such other insurance. It is a condition of this Policy that the Insured will not carry insurance over and above the limits provided in this Policy.
- 9) **PRIVILEGE TO ADJUST WITH OWNER** – In the event of loss or damage to property of others held by the Insured for which claim is made upon the Underwriters the right to adjust such loss or damage with the owner or owners of the property is reserved to the Underwriters and the receipt of such owner or owners in satisfaction thereof shall be in full satisfaction of any claim of the Insured for which such payment has been made. If legal proceedings be taken to enforce a claim against the Insured as respects any such loss or damage, the Underwriters reserve the right at their option without expense to the Insured, to conduct and control the defense on behalf of and in the name of the Insured. No action of the Underwriters in such regard shall increase the liability of the Underwriters under this Policy, nor increase the limits of liability specified in the Policy.
- 10) **IMPAIRMENT OF RECOVERY RIGHTS** – Any act or agreement by the Insured before or after loss or damage whereby any right of the Insured to recover in whole or part for loss or damage to property covered hereunder against any carrier, bailee or other party liable therefore, is released or lost, shall render this Policy null and void but the Underwriters' right to retain or recover the premium shall not be affected. The Underwriters are not liable for any loss or damage which, without their written consent, has been settled or compromised by the Insured.
- 11) **ASSIGNMENT** – This Policy shall be void if assigned or transferred without the written consent of the Underwriters.
- 12) **CONFLICTING STATUTORY PROVISIONS** – If any condition or agreement or any other part of this Insurance is at variance with any specific statutory provision in the State or Province having jurisdiction, such specific statutory provision shall be substituted for such condition, agreement or part.
- 13) **REIMBURSEMENT** – It is understood and agreed that the Insured shall reimburse the Underwriters within ten (10) days from the time the Insured shall be advised thereof, all sums and amounts of money that the Underwriters have paid and which the Underwriters would not have been required to pay except for the attachment to this Policy of any Federal, State, Provincial endorsement or any other endorsement or certificate of insurance. It is further understood and agreed that the Underwriters shall have the right to deduct from loss payments due under this Policy all sums due to the Underwriters for reimbursement under this provision as well as all sums due from the Insured for any reason including but not limited to premiums and deductibles paid directly by Underwriters.
- 14) **MISREPRESENTATION AND FRAUD** – This entire Insurance shall be void if the Insured has concealed or misrepresented any material fact or circumstances concerning this Insurance or the subject matter thereof, or, in case of any fraud, attempted fraud or false oath by the Insured, touching any matter relating to this Insurance or the subject matter thereof, whether before or after a loss.
- 15) **AUTHORIZATION OF ENDORSEMENTS** – No endorsement other than Federal or Statutory Endorsements shall form part of the contract unless authorized by the Underwriters and stamped by



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the Lloyd's Policy Signing Office.

- 16) **ABANDONMENT** – The Insured may not abandon goods to Underwriters.
- 17) **VALUATION** – The valuation of all goods and merchandise covered by this part shall not exceed the invoice value of that merchandise at the point of shipment on the date of loss, or if there is no invoice, then the valuation shall not exceed the actual cash value of that merchandise.
- 18) **CANCELLATION** – This Insurance may be cancelled by the Insured by surrender of the policy or by mailing to the Underwriters written notice stating when thereafter such cancellation shall be effective. This Insurance may be cancelled by the Underwriters by mailing to the Insured at the address shown in this Insurance, written notice stating when not less than thirty days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the period of insurance. Delivery of such written notice either by the Insured or the Underwriters shall be equivalent to mailing.

If the Insured cancels, earned premium shall be computed in accordance with the short rate table below. If the Underwriters cancel, earned premium shall be computed pro-rata. Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The Underwriters may retain the premium refund until such time as the Insured has paid all deductibles and all sums which the Underwriters determine they may be required to pay but would not have been required to pay except for the attachment to this Policy of any Federal, State, Provincial or any other endorsement or certificate of insurance. The Underwriters' check or the check of their representatives mailed or delivered as aforesaid shall be a sufficient tender of any refund of premium due to the Insured.



SHORT RATE CANCELLATION TABLE:

A) For insurances written for one year:

Days insurance in force		Percent of one year premium	Days insurance in force		Percent of one year premium
1	.....	5	154 - 156	.....	53
2	.....	6	157 - 160	.....	54
3 - 4	.....	7	161 - 164	.....	55
5 - 6	.....	8	165 - 167	.....	56
7 - 8	.....	9	168 - 171	.....	57
9 - 10	.....	10	172 - 175	.....	58
11 - 12	.....	11	176 - 178	.....	59
13 - 14	.....	12	179 - 182	.....	60
15 - 16	.....	13	183 - 187	.....	61
17 - 18	.....	14	188 - 191	.....	62
19 - 20	.....	15	192 - 196	.....	63
21 - 22	.....	16	197 - 200	.....	64
23 - 25	.....	17	201 - 205	.....	65
26 - 29	.....	18	206 - 209	.....	66
30 - 32	.....	19	210 - 214	.....	67
33 - 36	.....	20	215 - 218	.....	68
37 - 40	.....	21	219 - 223	.....	69
41 - 43	.....	22	224 - 228	.....	70
44 - 47	.....	23	229 - 232	.....	71
48 - 51	.....	24	233 - 237	.....	72
52 - 54	.....	25	238 - 241	.....	73
55 - 58	.....	26	242 - 246	.....	74
59 - 62	.....	27	247 - 250	.....	75
63 - 65	.....	28	251 - 255	.....	76
66 - 69	.....	29	256 - 260	.....	77
70 - 73	.....	30	261 - 264	.....	78
74 - 76	.....	31	265 - 269	.....	79
77 - 80	.....	32	270 - 273	.....	80
81 - 83	.....	33	274 - 278	.....	81
84 - 87	.....	34	279 - 282	.....	82
88 - 91	.....	35	283 - 287	.....	83
92 - 94	.....	36	288 - 291	.....	84
95 - 98	.....	37	292 - 296	.....	85
99 - 102	.....	38	297 - 301	.....	86
103 - 105	.....	39	302 - 305	.....	87
106 - 109	.....	40	306 - 310	.....	88
110 - 113	.....	41	311 - 314	.....	89
114 - 116	.....	42	315 - 319	.....	90
117 - 120	.....	43	320 - 323	.....	91
121 - 124	.....	44	324 - 328	.....	92
125 - 127	.....	45	329 - 332	.....	93
128 - 131	.....	46	333 - 337	.....	94
132 - 135	.....	47	338 - 342	.....	95
136 - 138	.....	48	343 - 346	.....	96
139 - 142	49	347 - 351	97
143 - 146	50	352 - 355	98
147 - 149	51	356 - 360	99
150 - 153	52	361 - 365	100



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B) For insurances written for more or less than one year:

1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.
2. If insurance has been in force for more than 12 months;
 - a) Determine full annual premium as for an insurance written for a term of one year.
 - b) Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.
 - c) Add premium produced in accordance with items (a) and (b) to obtain earned premium during full period insurance has been in force.

19) REPORTING CLAUSE:

- a) The Insured agrees to keep an accurate record of the gross receipts (either collected or uncollected) from their trucking business during the term of this Policy and to report to the Underwriters or their authorized agent, not later than the twentieth (20) day subsequent to the anniversary date of this Policy the full amount of such gross receipts (either collected or uncollected) from their trucking business during the preceding annual period, or such time as is within the policy period.
- b) For purposes of this Insurance the term 'gross receipts' wherever used in this Policy, shall mean the actual charges for transportation of lawful goods and merchandise from original location to destination plus charges for other services in connection with such transportation less any net payments to connecting carriers, but including any payments to lease carriers, contractors or owner operators.
- c) The Insured agrees that any duly authorized representative of the Underwriters shall be permitted to examine the Insured's books, records and such policies as relate to the Insured's trucking business at all reasonable times during the life of this Policy and for thirty-six (36) months after expiration or termination of this Policy. Such examination(s) shall not waive nor in any manner affect any of the terms, conditions or limitations of the policy. The furnishing of any statement of gross receipts by the Insured, or payment of premium and its acceptance by the Underwriters shall not constitute a waiver of the Underwriters' rights to such examination(s) or rights to any additional premiums which may have been earned.



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20) SERVICE OF SUIT:

USA

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States. It is further agreed that service of process in such suit may be made upon Lloyd's America, Inc., attention: Legal Department, 280 Park Avenue, East Tower, 25th Floor, New York, NY 10017, United States of America and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon Underwriters' behalf in the event that such a suit shall be instituted.

Further, pursuant to any statute of any State, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named as the person to whom the said officer is authorized to mail such process or true copy thereof.

No suit, action or proceeding for the recovery of any claim under this Policy shall be sustainable in any court of law of equity unless the same be commenced within twenty four (24) months next after discovery by the Insured of the occurrence which gives rise to the loss provided however, that if by laws of the State or Province within which this Policy is issued such limitation is invalid, then any such claims shall be void unless such suit or proceeding be commenced within the shortest limit of time permitted by the laws of such State or Province.

SERVICE OF SUIT CLAUSE (CANADA)

(Action against Insurer)

In any action to enforce the obligations of the Underwriters liable hereunder they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters liable hereunder as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155 Rue Metcalfe, Suite 1540, Montreal, Quebec, H3B 2V6.



OPTIONAL ENDORSEMENTS

The following endorsements DO NOT APPLY UNLESS STIPULATED AS BEING INCLUDED ON THE OPTIONAL ENDORSEMENTS SCHEDULE PAGE FORMING PAGE 2 OF THIS FORM

1) REFRIGERATION BREAKDOWN ENDORSEMENT

In consideration of the premium charged this Policy, irrespective of exclusion e) of this Policy is extended to cover the Insured's legal liability for loss of or damage to refrigerated and or temperature controlled cargo when such loss and or damage is **CONCLUSIVELY PROVEN** to have been caused by mechanical failure of or breakdown of the automatic temperature control unit. With respect to coverage provided herein for mechanical failure or breakdown of the automatic temperature control unit it is expressly agreed and understood the coverage provided does not insure against failure or breakdown directly due to the following: -

- a) Failure to provide adequate fuel supply.
- b) Failure to maintain crankcase oil level within manufacturer's specified limits.
- c) Failure to maintain an adequate level of refrigerant per the manufacturer's specifications.
- d) Willful destruction or damage to automatic temperature control unit(s) by an employee or others.
- e) Mechanical failure of or breakdown of automatic temperature control unit to refrigeration machinery in excess of 10 years of age, computed from the model year of the unit.
- f) Failure due to computer or electronic process malfunction as per exclusion r) in the policy wording.

The Insured warrants that: -

- a) The refrigeration or heating units shall be maintained in accordance with the manufacturer's instructions in good operating condition, and will be inspected at least once a month by the Insured's maintenance shop or manufacturer's authorized service representative (s), AND
- b) That records are maintained by the Insured of such maintenance operation and inspections, such records shall be open to the inspection of any authorized representative of the Underwriters at all times during the normal business hours of the Insured.

The deductible applicable to losses recoverable under this endorsement shall be the sum set against paragraph 1(a) in the optional endorsements schedule page forming page 2 of this form.

All other policy terms and conditions remain unchanged.

2) RIGGERS ENDORSEMENT

In consideration of the additional premium charged, this Policy is extended to cover the legal liability of the Insured for loss or damage to goods or merchandise, the property of others, while in the custody of the Insured and directly resulting from the accidental dropping or slipping of the property from slings, hoists, skids or other tackle or rigging whilst being loaded, unloaded, hoisted or lowered by the Insured, but in no event shall the Underwriters be liable for an amount exceeding the sum set against paragraph 2 (a) in the optional endorsements schedule page forming page 2 of this form, in any one accident or loss at any one time.

Warranted competent riggers and adequate transportation and loading and unloading equipment will be used and that weight will not exceed the registered or manufacturer's guaranteed lifting or weight capacity of any equipment, including ropes, cables, block and tackle.

Each claim for loss of cargo, subject to the provisions of this endorsement, shall be adjusted separately and from the amount of each such adjusted claim, the sum set against paragraph 2 (b) in the optional endorsements schedule page forming page 2 of this form, shall be deducted.

All other policy terms and conditions remain unchanged.



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3) **CONTINGENT TRANSIT ENDORSEMENT (TRUCK BROKERING)**

For the purpose of this endorsement the word “subcontractor” shall mean the trucking company which physically transports the cargo.

In consideration of the additional premium charged it is hereby noted and agreed that irrespective of exclusion (m), this Policy is extended to include the Insured’s liability otherwise recoverable hereon, where the Insured is acting as a truck broker, subject to the following conditions:

- 1) It is a condition precedent to coverage under this Policy that the Insured obtains written evidence of each subcontractor’s current motor truck cargo insurance policy, which must include details of the period of validity of the policy, the conditions, exclusions, limits and deductibles contained therein, prior to commencing operations with that subcontractor.
- 2) It is a condition precedent to coverage under this Policy that this written evidence shows that the subcontractor’s insurance is in effect at the time the cargo is transported.
- 3) It is a condition precedent to coverage under this Policy that the conditions of this Policy shall not provide broader cover than the conditions of the subcontractor’s motor truck cargo policy.

In consideration for the reduced rate for which this endorsement has been issued, Underwriters shall not be liable for the payment of any claims under this endorsement except: -

- a) when the subcontractor is not legally liable for any loss or damage to the cargo, OR
- b) after the Insured has made all reasonable and proper efforts to collect the amount of the claim from the subcontractor and their Insurers, but has not succeeded due to declination of liability or inability to pay.

Reasonable and proper efforts to collect the amount of the claim shall mean that the Insured shall have complied with the requirements of the Bill of Lading or other contract under which the cargo was shipped, and shall also have complied with all other procedures required for the filing of claims against the subcontractor and their Insurers. In no event shall Underwriters be liable for loss or damage to any cargo until the 90th day subsequent to the date the loss or damage occurred.

All other policy terms and conditions remain unchanged.



4) **UNATTENDED TRUCK ENDORSEMENT**

In consideration of the additional premium charged, it is hereby noted and agreed that, irrespective of exclusion k, this Policy is extended to include losses to cargo directly resulting from forcible and/or violent entry to unattended trucks, subject to such trucks having all their openings closed, securely locked and all keys removed, but the limit of liability under this extension shall be the sum set against paragraph 4 in the optional endorsements schedule page forming page 2 of this form, any one truck.

No coverage is provided hereunder for loss of or damage to cargo in and or on trailers or semi trailers which are detached from power units, unless such trailers or semi trailers are

- i) garaged in a building or
- ii) parked in a fully enclosed yard which is securely closed and locked, or
- iii) under constant surveillance, or
- iv) on a guarded lot

AND

the trailer or semi trailer has all the openings closed and securely locked with keys removed and the period that the trailer or semi trailer is detached from the power unit does not exceed 72 consecutive hours (Sundays and holidays excluded) from the time of detachment from the covered truck or tractor. (See definition of truck on page 6 of this form)

All other policy terms and conditions remain unchanged.

5) **ENDORSEMENT TO INCLUDE EARNED FREIGHT CHARGES**

In consideration of the additional premium charged, this Policy is extended to cover loss of earned freight charges incurred by the Insured at the time of a loss recoverable under this Policy. This endorsement shall not extend the policy to cover unearned freight charges, or loss of earned freight charges where there is not a loss otherwise recoverable under this Policy.

All other policy terms and conditions remain unchanged.

6) **DEBRIS REMOVAL ENDORSEMENT**

In consideration of the additional premium charged, this Policy is extended to cover the costs of removal of the debris of the cargo insured hereunder when necessarily incurred by the Insured in connection with a loss otherwise recoverable under this Policy. Underwriters liability under this endorsement shall be sublimited to the sum set against paragraph 6 in the optional endorsements schedule page forming page 2 of this form. In any event, the maximum liability of Underwriters under this Policy for any one accident shall be the amounts set forward in items A & B of the schedule page forming page 1 of this form. Nothing contained in this endorsement shall extend coverage hereunder to include environmental clean up costs or similar expenses.

All other policy terms and conditions remain unchanged.



7) **L.T.L. ENDORSEMENT (OFF TRUCK COVER)**
(Less than Trailer Load)

In consideration of the additional premium charged, this Policy is extended to cover the liability of the Insured for cargo otherwise covered hereunder whilst unloaded and held pending transfer at the terminals as named against paragraph 7 in the optional endorsements schedule page forming page 2 of this form, for a period not exceeding 72 hours after unloading. (Sundays and holidays excluded). The limits of liability in this respect shall be as specified in paragraph 7 of the optional endorsements schedule page forming page 2 of this form, but always subject to the overall loss limit set forward in item B of the schedule page forming page 1 of this form.

All other policy terms and conditions remain unchanged.

8) **IN FULL PREMIUM ENDORSEMENT**

It is hereby noted and agreed that the liability of Underwriters shall be limited to cargo **WHILST IN AND OR ON A TRUCK WHICH IS OPERATED BY A DRIVER SPECIFIED ON THE SCHEDULE ATTACHING TO THIS POLICY**, including loading and unloading. The premium specified on the schedule shall be deemed to be non – adjustable, other than as per the cancellation provisions of the policy specified in condition 18. This endorsement shall not override exclusion m) or any other conditions of the policy.

All other policy terms and conditions remain unchanged.

9) **TRAILER INTERCHANGE ENDORSEMENT**

In consideration of the additional premium charged, it is hereby noted and agreed that this Policy is extended to cover the Insured's liability to non-owned trailers under a trailer interchange agreement.

Liability under this extension shall be subject to the policy deductibles, exclusions, and general conditions, and shall further exclude:

- 1) Loss of or damage to any radio transmitting or receiving set and tape recorders unless permanently attached to an insured automobile, garments, personal effects, or other property of the Insured or of others carried in or upon the trailer.
- 2) Loss of or damage to tires unless damaged by fire or stolen or unless lost or damaged in an accidental collision or upset which also caused other damage to the trailer.
- 3) Loss or damage to any trailer which is due to wear and tear, freezing, mechanical or electrical breakdown or failure, unless such damage is the result of other losses covered by this insurance.
- 4) Loss suffered by the Insured as the result of voluntarily parting with title or possession, whether or not induced so to do by any fraudulent scheme, trick, device or false pretense.
- 5) The theft, robbery or pilferage of tools or repair equipment except in conjunction with the theft of an entire trailer.
- 6) The wrongful conversion, embezzlement or secretion by a mortgagee, vendee, lessee or other person in lawful possession of the insured property under a mortgage, conditional sale, lease or other contract or agreement, whether written or verbal.
- 7) Loss of or damage to any trailer occurring whilst such trailer is not attached to a tractor unit which is insured for cargo liability under this Policy.



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The limit of liability of the Underwriters in respect of any one trailer shall be the sum set against paragraph 9 (a) in the optional endorsements schedule page forming page 2 of this form. In the event that the actual value of the trailer insured under this extension exceeds that sum, then Underwriters shall not be liable for a greater proportion of any loss or damage to such trailer insured than the actual value of the trailer bears to that sum.

The total limit of liability of Underwriters under this extension shall not exceed the sum set against paragraph 9 (b) in the optional endorsements schedule page forming page 2 of this form, any one loss, but Underwriters overall liability in respect of a loss involving more than one section of this Policy shall not exceed the loss limit, being the sum set against item B) in the schedule page forming page 1 of this form.

All other policy terms and conditions remain unchanged.

MOTOR TRUCK CARGO BROAD FORM (15) 735FWH00002



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SANCTIONS LIMITATION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100A

5 October 2023



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**U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT PURCHASED
CLAUSE**

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5390

09 January 2020



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CANCELLATION - MINIMUM EARNED PREMIUM

In consideration of the premium for which this Insurance is issued, in the event of cancellation of this Insurance by the Assured, a minimum of 25% of the premium as of Inception shall become earned; any Conditions of this Insurance to the contrary notwithstanding.

Failure of the Assured to make timely payment of premium shall be considered a request by the Assured for the Underwriters to cancel this Insurance. In the event of such cancellation by the Underwriters for non-payment of premium the Minimum Premium shall be due and payable; provided however, such non-payment cancellation shall be rescinded if the Assured remits the full premium within 10 days of the date of notice of cancellation.

In the event of any other cancellation by the Underwriters, the Earned Premium shall be computed pro-rata, not subject to the Minimum Premium.

01/93
LSW549



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TERRORISM EXCLUSION ENDORSEMENT

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

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

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

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2920
08/10/2001



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BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

NMA2962
06/02/04

Form approved by Lloyd's Market Association (Non Marine)



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HOUSEHOLD GOODS ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the above policy excludes the following:-

1. coverage is excluded for cracking, marring and scratching of household furnitures, and
2. breakage of glass, tile, china and ceramics.

All other terms, conditions, limitations and exclusions remain unchanged.



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MS AMLIN DRIVER CRITERIA 2024 – HOUSEHOLD GOODS MOVERS

1. It is a condition precedent to indemnity under this policy that the automobile is operated by a driver who, at inception of this policy or at the date of hire, whichever is the later:
 - i) is aged between twenty-five (25) and seventy (70) years inclusive, and
 - ii) has had no major violations in the past 60 months, and
 - iii) has had no more than three (3) minor violations in the past 60 months, and
 - iv) has had no more than one (1) chargeable accident in the past 60 months, and
 - v) has held a valid driver license in Canada, USA and/or Mexico appropriate for the automobile being operated for at least twenty-four (24) months.

Notwithstanding the above, indemnity will be provided under this policy arising out of an automobile operated by a driver who fails to meet any of the above criteria if, prior to such driver operating an automobile, Underwriters agree, in writing, to cover such driver and have endorsed this policy accordingly, and the Insured has agreed to any additional premium required by the Underwriters.

2. No indemnity will be provided under this policy arising out of an automobile operated by a driver who no longer holds a valid licence to operate such automobile. It is the responsibility of the Insured to ensure that all drivers continue to hold the appropriate valid licences.
3. It is a requirement of the policy that the Insured shall obtain satisfactory references and Motor Vehicle Records from reliable sources and keep records thereof in respect of all drivers.
4. For the purposes of this endorsement:
 - a) The words major violation shall mean:
 - i) DWI, DUI, implied consent, any drug related violation,
 - ii) Manslaughter or negligent homicide,
 - iii) Felony involving a motor vehicle,
 - iv) Racing,
 - v) Hit and Run,
 - vi) Reckless driving,
 - vii) License suspension for points,
 - viii) Driving while license suspended,
 - ix) Fleeing/eluding arrest,
 - x) Multiple driver licenses not reported to the Underwriters,
 - xi) Driving in excess of 100 miles per hour/160 kilometres per hour,
 - xii) Mobile/Cellular/Handheld devices violations

that has/have occurred within the five (5) years prior to the inception date of this policy or to the date of hire of the driver, whichever is the later.

- b) The words minor violation shall mean any moving violation, other than the major violations listed above, and the following non-moving violations:
 - i) Defective brakes,
 - ii) Defective equipment,
 - iii) Oversize or overweight

that has/have occurred within the five (5) years prior to the inception date of this policy or to the date of hire of the driver, whichever is the later.

All other terms and conditions of this policy remain unaltered.



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MASSACHUSETTS SURPLUS LINES NOTICE

This policy is insured by a company which is not admitted to transact insurance in the commonwealth, is not supervised by the commissioner of insurance and, in the event of an insolvency of such company, a loss shall not be paid by the Massachusetts Insurers Insolvency Fund under chapter 175D.

01/09/13
LMA9054



Policy Number: **NA25EHNN**

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LLOYD'S PRIVACY POLICY STATEMENT

UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

LSW1135B



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COMPLAINTS PROCEDURE

HOW TO MAKE A COMPLAINT

If you wish to make a complaint (a complaint is any written communication where there is an expression of dissatisfaction with an insurance product of service), you can do so at any time by referring the matter to:

Tysers Insurance Brokers Limited
71 Fenchurch Street,
London EC3M 4BS
+44 (0)20 3915 0000

At any time if you are dissatisfied with the way your complaint has been handled, you may refer the matter to your State Department of Insurance.

Please always quote the Unique Market Reference as it will help to deal with your complaint promptly.

Complaints Procedure



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INFORMATION

Years in business: 5 years
Cargo hauled: 80% Household goods, 20% China
Average value hauled: USD 3,000
Maximum value hauled: USD 20,000
No losses

Renewal of NA24EFLN, NA23EFLN, NA22ECW5, NA21EAC1 & NA20C32

TYSERS
CONTACTS:

Broking:

Name: Ben York
Email: ben.york@tysers.com

Claims:

Name: Gary Bowers
Email: Gary.Bowers@tysers.com



SECURITY DETAILS

**(RE)INSURER'S
LIABILITY:**

SEVERAL LIABILITY NOTICE

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

08/94
LSW1001 (Insurance)

**MODE OF
EXECUTION CLAUSE:**

This contract and any changes to it may be executed by:

- a. electronic signature technology employing computer software and a digital signature or digitiser pen pad to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated;
- b. a unique authorisation provided via a secure electronic trading platform
- c. a timed and dated authorisation provided via an electronic message/system;
- d. an exchange of facsimile/scanned copies showing the original written ink signature of paper documents;
- e. an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp).;

The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed in one or more of the above counterparts, each of which, when duly executed, shall be deemed an original.

ORDER HEREON: 100% of 100%

**BASIS OF
WRITTEN LINES:** Percentage of Whole



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SIGNING
PROVISIONS:

In the event that the written lines hereon exceed 100% of the order, any lines written "To Stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

- a) In the event that the placement of the order is not completed by the commencement date of the period of insurances then all lines written by that date will be signed in full;
- b) The (re)insured and/or Tysers Insurance Brokers Limited may elect for the disproportionate signing of (re)insurers' lines, without further specific agreement of (re)insurers, providing that any such variation is made prior to the commencement date of the period of insurance;
- c) The signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.
- d) Tysers Insurance Brokers Limited is permitted to allocate security to (re)insureds where required.

WRITTEN LINES:

As attached.

In a co-insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the lead (re)insurer.

(Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.



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<p>SIGNED LINE</p> <p>100%</p>	<p>B0572NA24TZ03</p> <p>100.00% 2001 AML FXX0412224CU</p> <p>As per LPSO FDO signing number and date</p> <p>MG</p> <p>VL</p> <p>8T</p> <p>establishing the year of account for declaration and related entries</p>
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SUBSCRIPTION AGREEMENT

This contract follows the subscription agreement of the Binding Authority to which it attaches – B0572NA24TZ03

SETTLEMENT
DETAILS:

Settlement Due Date: 15th April 2025

NOTICE OF
CANCELLATION:

Any Notice of Cancellation shall be issued to the broker by the following means:
By an email to ben.york@tysers.com
Failure to comply with this delivery requirement will make the notice null and void. In respect of email, delivery of the notice in accordance with this delivery requirement is effective immediately that it is sent unless the underwriter receives a notice of failure of delivery irrespective of whether the broker has acknowledged receipt. In the case of a letter proof of sending the notice in accordance with this delivery requirement shall be deemed to be sufficient evidence of compliance irrespective of whether the broker has acknowledged receipt.
If notice is given by the Slip Leader on behalf of all participating (re)insurers, the broker will provide all followers with a copy of the notice without undue delay and in any event prior to expiry of the Notice.



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FISCAL AND REGULATORY

**TAX PAYABLE AND
ADMINISTERED BY
(RE)INSURER(S):**

None

**REGULATORY RISK
LOCATION:**

Risk Location 1
Territory: Massachusetts, United States of America

**OVERSEAS
BROKER:**

Name: XS Brokers Insurance Agency Inc.
Role: Introducing Broker
Street No. and Street: 13 Temple Street
City: Quincy
Zip Code: 02169
State: Massachusetts
Country: United States Of America

US CLASSIFICATION: US Surplus Lines

**SURPLUS LINES
BROKER:**

Name: Adam Devine
Street No. and Street: 13 Temple Street
City: Quincy
Zip Code: 02169
State: Massachusetts
Country: United States Of America
Broker Licence Number: 3647944

STATE OF FILING: Massachusetts

**ALLOCATION
OF PREMIUM
TO CODING:**

Risk Code 1: VL
Premium Allocation: 100%

**REGULATORY
POLICYHOLDER
CLASSIFICATION:**

Commercial – Small Business



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BROKER REMUNERATION & DEDUCTIONS

**FEE PAYABLE
BY CLIENT:**

No

**TOTAL
BROKERAGE:**

Percentage: 27.5% of Gross Premium

**OTHER
DEDUCTIONS
FROM PREMIUM:**

None