

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY  
BOWLING GREEN DIVISION  
CIVIL ACTION: 1:14 CV-132-R

ATIC ENTERPRISES, INC.

PLAINTIFF

V.

COTTINGHAM & BUTLER INSURANCE SERVICES, INC.

DEFENDANTS

Serve via Registered Agent  
C T CORPORATION SYSTEM  
306 W MAIN STREET  
SUITE 512  
FRANKFORT, KY 40601

WESTCHESTER FIRE INSURANCE COMPANY  
d/b/a WESTCHESTER SPECIALTY INSURANCE SERVICES, INC.

Serve Via Registered Agent  
C T CORPORATION SYSTEM  
306 W. MAIN STREET  
SUITE 512  
FRANKFORT, KY 40601

**COMPLAINT**

Comes now the Plaintiff, Atic Enterprises, Inc. (“Atic”), and for its cause of action against Cottingham & Butler Insurance Services, Inc. (“Cottingham & Butler”) and Westchester Fire Insurance Company (“Westchester”), states herein as follows:

**Parties, Jurisdiction, Venue**

1. Plaintiff, Atic now is, and at all times herein mentioned was, a corporation organized and existing by virtue of the laws of Kentucky, and authorized to do and doing business in Kentucky, with its principal place of business located at 130 Dishman Lane in Bowling Green, Warren County, Kentucky.

2. Defendant, Cottingham & Butler now is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Iowa, and is and was a full-service insurance broker and offers property and casualty and employee benefit insurance solutions, with its principal place of business at 800 Main Street, Dubuque, Dubuque County, Iowa.

3. Defendant, Westchester (listed as Westchester Specialty Insurance Services, Inc. with the Kentucky Secretary of State) now is, and at all times herein mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania, is and was a full-service insurance company, with its principal place of business at 436 Walnut Street, Philadelphia, Philadelphia County, Pennsylvania 19106. Westchester Fire Insurance is part of the ACE Group of Companies.

4. At all times referred to herein, Cottingham & Butler acted by and through their agents, servants, and/or employees acting within their scope and course of such agency, servitude, and/or employment; therefore, Cottingham & Butler is responsible for the actions of its agents, servants, and/or employees.

5. At all times mentioned herein, Cottingham & Butler was the actual and/or apparent agent, servant, and/or employee of Westchester and acted within the course and scope of said agency, servitude, and/or employment of Westchester; therefore, Westchester is responsible for the actions of Cottingham & Butler, and its agents, servants, and/or employees.

6. The United States District Court for the Western District of Kentucky has subject matter jurisdiction under 28 U.S.C. § 1332(a)(1), because the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different States.

7. Venue is proper in the Western District of Kentucky, pursuant to 28 U.S.C. § 1391(b)(2), because a substantial part of the events or omissions giving rise to the claim occurred, or a substantial part of the property that is the subject of the action is situated in the Western District of Kentucky. In the alternative, venue is also proper pursuant to 28 U.S.C. § 1391(b)(3), because Defendants are subject to the court's personal jurisdiction in light of conducting business in Bowling Green, Warren County, Kentucky.

### **Factual Background**

8. Atic obtained a Cargo Insurance Policy through Cottingham & Butler and Westchester for the time period between July 5, 2012 and July 5, 2013. A copy of the policy, number I21073714 001, is attached and marked as Exhibit A.

9. Upon the expiration of the 2012-2013 Cargo Insurance Policy, Atic renewed its policy through Cottingham & Butler for the time period between July 5, 2013 and July 5, 2014. Again, Westchester issued policy number I21073714 002 and a copy of the policy is attached and marked as Exhibit B.

10. Atic based upon information, knowledge, and previous dealings was led to believe that the 2013-2014 insurance policy contained the same terms and conditions as the 2012-2013 insurance policy, which did not contain a copper exclusion.

11. On or about November 8, 2013, Atic was retained by Associated Trucking Inc. and Connect Logistics to transport two loads of copper, respectively, from Southwire Company in Carrollton, Georgia to Republic Wire in West Chester, Ohio.

12. On or about November 9, 2013 employees of Atic picked up the cargo at Southwire Company in Carrolton, Georgia to be delivered to Republic Wire in West Chester, Ohio.

13. During the evening of November 9, 2013, two truck drivers, employees of Atic, parked the trucks and trailers, containing the copper, at Atic's freight yard in Bowling Green, Warren County, Kentucky.

14. During the night of November 9, 2013 or early morning of November 10, 2013, the trucks, trailer, and copper contained within were stolen from Atic's freight yard.

15. Immediately after the theft, Atic notified Cottingham & Butler and Westchester of the copper theft and filed a claim for its loss.

16. On January 3, 2014, Westchester notified Plaintiff that it denied all liability for Plaintiffs' claims on the ground that the policy issued by Defendants to Plaintiff included a copper exclusion, and as a result did not cover losses resulting from the theft of the copper in the two truck loads. A copy of the letter is attached and marked as Exhibit C.

17. Subsequent to the Defendants' denial of Plaintiff's request for the loss, American International Group, Inc. ("AIG"), insurance company of Associated Trucking, the freight broker who secured one of the copper loads, filed a Complaint against Atic Enterprises Inc. in the United States District Court, Northern District of Georgia. AIG now seeks in excess of \$150,000 in damages. A copy of the complaint is attached and marked as Exhibit D.

18. Travelers Insurance, insurance company for Connect Logistics, the freight broker who secured the second load of copper, has indicated that it will seek reimbursement for the value of the stolen cargo, in excess of \$150,000. A copy of the letter from Joshua Southwick, counsel for Travelers Insurance, to Atic Enterprises, Inc. is attached and marked as Exhibit E.

### **Negligence**

19. During their dealings and interactions with Plaintiff, Cottingham & Butler never discussed or advised the Plaintiff of the copper exclusion being added to the 2013-2014 cargo policy.

20. Further, Cottingham & Butler and/or Westchester never provided Plaintiff with conspicuous notice of the copper exclusion being added to the 2013-2014 cargo policy.

21. If Plaintiff had been advised or provided with conspicuous notice of this copper exclusion, it would have rejected the proposed policy as amended by Cottingham & Butler and/or Westchester.

22. Plaintiff states that it performed all actions and duties asked of it by the Defendants and at all times herein was ready, willing and able to pay any premiums or take any additional actions Defendants recommended so that it would have been provided adequate insurance coverage, including for losses resulting from copper theft.

23. If Plaintiff is not entitled to copper coverage under the 2013-2014 cargo policy, number I21073714 002, then Cottingham & Butler and Westchester breached their duties owed to Plaintiff by adding the copper exclusion without proper disclosure to Atic and without appropriate consent or authorization by Atic.

24. Further, if Plaintiff is not entitled to coverage under the 2013-2014 cargo policy, number I21073714 002, then Defendants breached the appropriate standard of care for a reasonable, competent insurance agent and insurance company by failing to adequately advise and/or provide conspicuous notice, in writing or otherwise, to the Plaintiff of the changes in the policy and all exclusions therein and/or the option to purchase additional insurance.

25. Defendants' failure to provide the requested insurance coverage, including coverage of copper, was negligence and as a result of said negligence, Plaintiff is subject to a possible adverse judgment from AIG in excess of \$150,000 and Travelers Insurance in excess of \$150,000 as expressed in Paragraphs 17 and 18.

26. Based upon the Defendants' actions, Plaintiff has been required to retain counsel to defend the above-mentioned action and to pursue this action, and is entitled to recovery of attorney's fees and litigation expenses incurred in this case, as well as interest at the maximum rate allowed by law as well as payment of any judgment that may be entered against them.

#### **Unfair, deceptive practices**

27. Further, in light of the events described hereinabove and pursuant to the Consumer Protection Act, KRS Chapter 367, Defendants engaged in unfair, deceptive practices when they failed to discuss and/or advise Plaintiff of the changes in the 2013-2014 policy and failed to honor these theft claims as presented above.

28. Defendants engaged in unfair, deceptive practices when they failed to provide conspicuous notice, in writing or otherwise, to Plaintiff regarding adding a copper exclusion to the 2013-2014 policy and then failed to pay the loss resulting from copper theft.

29. Plaintiff is entitled to reasonable attorney's fees and costs to Plaintiff herein, pursuant to the Consumer Protection Act, KRS Chapter 367.

#### **Gross Negligence and Punitive Damages**

30. Plaintiff states that the actions of each of the Defendants, Cottingham & Butler and Westchester, were so careless, negligent, grossly negligent, unfair, deception, and/or malicious as to entitle Plaintiff to an award of punitive damages.

**Mutual Mistake (Reformation)**

31. Pleading in the alternative, based on previous dealings with Cottingham & Butler and/or Westchester, Plaintiff believed that the insurance policy for 2013-2014 was an “all-risk” insurance policy and it covered losses resulting from copper theft. Plaintiff did not intend nor was it aware that a copper exclusion had been added to the 2013-2014 policy.

32. Because Cottingham & Butler and/or Westchester Fire never notified, in writing or otherwise, Plaintiff of the added copper exclusion in the 2013-2014 policy, they themselves mistakenly placed the copper exclusion in the 2013-2014 policy.

33. Through mutual mistake of Plaintiff and Defendants and their agents, the policy issued by Defendants was not an “all risk” policy, as Plaintiff and Defendants and their agents had contracted and agreed would be issued to Plaintiff. The policy so issued, by its terms, included a copper exclusion and did not insure Plaintiff against copper loss.

34. Due to mutual mistake, the contract of the 2013-2014 policy, number I21073713 002, should be reformed and said copper exclusion should be removed and not contained in said policy.

35. The Reformed contract, not containing a copper exclusion, would provide coverage for said losses and said losses should be honored, covered, and paid.

36. Plaintiff has no adequate remedy at law against Defendants as the insurance companies of the brokers, Associated Trucking Inc. and Connect Logistics, Inc. are seeking claims in excess of \$150,000 each.

37. Plaintiff will be irreparably damaged unless the relief asked for in this complaint is granted.

**WHEREFORE**, Atic Enterprises, Inc. respectfully prays for judgment as follows:

1. For judgment against the Defendants, jointly and severally, in the amount of \$300,000 plus interest at the legal rate allowable until paid;
2. For reformation of the contract so that the policy will comply with the actual contract made between Plaintiff and Defendants as alleged above.
3. For attorneys' fees and costs;
4. Punitive damages against Defendants, jointly and severally, for unfair and deceptive practices;
5. For any other relief to which Plaintiff may be entitled; and
6. FOR TRIAL BY JURY.

This the 18<sup>th</sup> day of September, 2014.

KERRICK BACHERT STIVERS PSC  
1025 State Street  
PO Box 9547  
Bowling Green, KY 42102  
[tkerrick@kerricklaw.com](mailto:tkerrick@kerricklaw.com)

*/s/ Thomas N. Kerrick*

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THOMAS N. KERRICK



JS 44 (Rev. 12/12)

**CIVIL COVER SHEET**

1:14-CV-132-R

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Atic Enterprises, Inc.

**DEFENDANTS**

Cottingham &amp; Butler Services, Inc. and Westchester Fire Insurance Company d/b/a Westchester Specialty Insurance Services, Inc.

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Thomas N. Kerrick, Kerrick Bachert Stives PSC  
1025 State Street, Bowling Green, KY 42101 270-782-8160**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                                   | DEF                                   |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input checked="" type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5            | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6            | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORECLOSURE/PATENT	LABOR	LABOR/EMPLOYMENT	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<b>LABOR/EMPLOYMENT</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	
			<b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation

**VI. CAUSE OF ACTION**Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 USC Section 1332 (a) (1)

Brief description of cause:

Errors and omissions claim against insurance agent and insurance company

**VII. REQUESTED IN COMPLAINT:**☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

300,000.00 +

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

9-18-14

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44****Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; NOTE: federal question actions take precedence over diversity cases.)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

Signature of Clerk or Deputy Clerk

Civil Action No. 1:14-CV-132-R

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)*  
 was received by me on *(date)*

☐ I personally served the summons on the individual at *(place)*

on *(date)* ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)*

, a person of suitable age and discretion who resides there,  
 on *(date)* , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)*

, who is

designated by law to accept service of process on behalf of *(name of organization)*

on *(date)* ; or

☐ I returned the summons unexecuted because

; or

☐ Other *(specify)*:

My fees are \$ for travel and \$ for services, for a total of \$ 0.00

I declare under penalty of perjury that this information is true.

Date:

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

*Server's address*

Additional information regarding attempted service, etc:


AO 440 (Rev. 06/12) Summons in a Civil Action

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UNITED STATES DISTRICT COURT

for the

Western District of Kentucky 

Atic Enterprises, Inc.

*Plaintiff(s)*

v.

Cottingham & Butler Insurance Services, Inc.

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*Defendant(s)*

Civil Action No. 1:14-CV-132-R

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)* CT Corporation System  
306 Main Street, Suite 512  
Frankfort, KY 40601

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

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*Signature of Clerk or Deputy Clerk*

Civil Action No. 1:14-CV-132-R

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)*  
 was received by me on *(date)*

☐ I personally served the summons on the individual at *(place)*

on *(date)* ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)*

, a person of suitable age and discretion who resides there,  
 on *(date)* , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)*

, who is  
 designated by law to accept service of process on behalf of *(name of organization)*

; or

☐ I returned the summons unexecuted because

; or

☐ Other *(specify)*:

My fees are \$ for travel and \$ for services, for a total of \$ 0.00

I declare under penalty of perjury that this information is true.

Date:

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:



## Common Policy Declarations

Policy Number: I21073714 001

Named Insured &amp; Mailing Address:

Atic Enterprises Inc  
850 Shadowgrass Way  
Bowling Green, KY 42104

Company Name: Westchester Fire Insurance Company  
Producer's Name & Address:

COTTINGHAM & BUTLER INSURANCE SERVICE INC  
800 MAIN STREET  
PO BOX 28  
DUBUQUE, IA 520040028  
114432

### General Policy Information

Policy Period: 12 Months

Business Description: Trucking

When Coverage Begins: 07/05/2012 12:01 A.M. Local Time at Named Insured's Address

When Coverage Ends: 07/05/2013 12:01 A.M. Local Time at Named Insured's Address

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

The premium for this policy is indicated below next to the applicable Coverage Form(s).

Coverage Form	Premium
Motor Truck Cargo Liability	\$4,078
Kentucky Domestic, Foreign and Alien Insurers Surcharge	\$73.40
<b>Total Premium:</b>	<b>\$4,078</b>
<b>Total Assessments, Fees, Surcharges, Taxes:</b>	<b>\$73.4</b>
<b>Total Amount Due:</b>	<b>\$4,151.4</b>
<b>Minimum Earned Premium:</b>	<b>\$250</b>

### Attached Forms Information

See Forms Schedule CPfs2

These Declarations together with the Coverage Declarations, Common Policy Conditions and Coverage Conditions (if applicable), Coverage Form(s) and Forms and Endorsements, if any issued to form a part thereof, complete the above numbered policy.





## MOTOR TRUCK CARGO LIABILITY – SMALL FLEET DECLARATIONS

Policy Number: 121073714 001

Company Name: Westchester Fire Insurance Company

**Named Insured & Mailing Address**

Atic Enterprises Inc  
850 Shadowgrass Way  
Bowling Green, KY 42104

**Producer's Name & Address**

COTTINGHAM & BUTLER INSURANCE SERVICE INC  
800 MAIN STREET  
PO BOX 28  
DUBUQUE, IA 520040028

### I. General Policy Information

Policy Period: 12 months

When Coverage Begins: 07/05/2012 12:01am Local Time at the Named Insured's Address

When Coverage ends: 07/05/2013 12:01am Local Time at the Named Insured's Address

**In return for the payment of premium and subject to all the terms and conditions of this policy,  
we agree to provide the insurance as stated in the policy.**

Description Of Operations: Trucking

### II. Limits of Insurance

#### Occurrence Limit of Insurance

The most we will pay for all loss resulting from all Covered Causes of Loss in any one *occurrence* is:

\$200,000

#### Sub-limits of Insurance

**The sub-limits of insurance below are part of, and not in addition to the Occurrence Limit of Insurance  
shown above.**

In or on any one scheduled vehicle \$100,000

At the following terminal locations

850 Shadow Grass Way, Bowling Green, KENTUCKY, 42104 \$100,000



## Forms Schedule

Company: Westchester Fire Insurance Company

SYM: IMC

Policy ID: I21073714 001

<b>Policy Period</b>	When Coverage Begins:	07/05/2012	12:01 A. M. Local Time At Named Insured's Address
	When Coverage Ends:	07/05/2013	12:01 A. M. Local Time At Named Insured's Address

<b>Applicable to all Coverage Parts</b>	<u>Form No. and Description</u>
<b>Commercial Inland Marine</b>	<u>Form No. and Description</u>
	BB5W58a (03/08) - COMMON POLICY DECLARATIONS ACE0329 (01/08) - MOTOR TRUCK CARGO LIABILITY - SMALL FLEET DECLARATIONS CC1K11G_ (01/11) - SIGNATURES ACE0223_ (10/11) - ACE COMMON POLICY CONDITIONS ACE0431_ (10/11) - INLAND MARINE CONDITIONS ACE0328 (01/08) - MOTOR TRUCK CARGO LIABILITY - SMALL FLEET COVERAGE FORM CM0141 (09/00) - KENTUCKY CHANGES IL0263 (09/08) - KENTUCKY CHANGES - CANCELLATION AND NONRENEWAL ALL25801 (12/08) - KENTUCKY LOCAL GOVERNMENT PREMIUM TAX SCHEDULE ACF0326 (01/08) - LOCKED VEHICLE ENDORSEMENT ACE0210_ (01/08) - NUCLEAR, BIOLOGICAL, CHEMICAL, RADIOLOGICAL EXCLUSION TRIA15c_ (01/08) - POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE ACE0334 (01/08) - SCHEDULE OF VEHICLES ALL10750_ (10/01) - TERRORISM EXCLUSION ENDORSEMENT MA608255i (01/10) - CLAIMS REPORTING FOR ACE WESTCHESTER INLAND MARINE ALL21101 (11/06) - TRADE OR ECONOMIC SANCTIONS ENDORSEMENT



## **COMMON POLICY CONDITIONS**

These Conditions apply to the entire policy, including any endorsements. However, endorsements can also change these Conditions, so be sure to read carefully any endorsements attached to or made part of this policy.

### **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 by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 45 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. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### **B. Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

Notice to any producer or knowledge possessed by any such producer will not:

1. Change any part of this policy;
2. Remove any provisions from the policy; or
3. Keep us from enforcing any of the rights this policy gives us.

### **C. Examination of Your Books and Records**

We can also, at any reasonable time, examine and audit your books and records for anything we believe might relate to this insurance. We have the right to examine and audit your books and records for three years after your policy expires.

### **D. Inspections and Surveys**

1. We have the right to:
  - a. Make inspections and surveys at any time;



## INLAND MARINE CONDITIONS

These Conditions apply to the entire Inland Marine Coverage Part, including any endorsements. However, endorsements can also change these Conditions, so be sure to read carefully any endorsements attached to or made part of this Coverage Part.

### 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.



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 To Us**

If we pay a claim under the Inland Marine Coverage Part, we are assigned, to the extent of our payment, your related rights of recovery against all other liable people and/or entities. You have an obligation to fully cooperate with us in enforcing these assigned rights. You may not waive these rights you assign to us after the *loss* occurs. You agree to sign any papers, deliver them to us, and do anything else that is necessary to help us exercise our rights.

You have a limited right to waive your rights against another party before the *loss* occurs. With the exception of the liability of Architects and Engineers for professional errors and omissions, and the liability of manufacturers, suppliers and sellers of goods for product liability, defects in design and manufacture, warranties and guarantees, you may otherwise waive your rights against another party in writing prior to *loss* to Covered Property.

Waivers pre-*loss* that are in accordance with these terms will not restrict or limit your insurance

## **K. Our Options After A Loss**

If you have a *loss*, we can:

1. Take all or part of the property at its agreed or appraised value; or
2. Pay for the *loss* in cash; or
3. Repair, rebuild, or replace the destroyed or damaged property with other property of like kind and quality within a reasonable time. We will tell you our intentions to do so within 30 days after receiving your proof of *loss*; or
4. Make any adjustments or payments to others if they own the property that was destroyed or damaged.

## **GENERAL CONDITIONS**

### **A. Concealment, Misrepresentation Or Fraud**



## MOTOR TRUCK CARGO LIABILITY – SMALL FLEET COVERAGE FORM

### General Information

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 the insurance.

Other words and phrases that appear in italics have special meanings. Refer to the Definitions section in this Coverage Form.

### A. Coverage

We will pay for *loss* that you become legally obligated to pay caused by or resulting from direct physical *loss* to Covered Property by reason of your liability as a motor carrier, from any of the Covered Causes of Loss.

#### 1. Covered Property

Covered Property means lawful goods and merchandise of others that you have accepted for transportation under a written or electronic bill of lading or shipping receipt, or a written contract of carriage, you issue. Such property is covered while in due course of transit while in your physical care, custody or control and in or on a scheduled vehicle shown in the Schedule of Vehicles attached to this policy.

Covered Property also means lawful goods and merchandise of others while at the *terminals* listed on the Declarations.

#### 2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, deeds, evidences of debt, letters of credit, notes, securities, tickets, passports, documents, manuscripts, mechanical drawings, recorded electronic data and media, valuable papers of any kind.
- b. Money, currency, bullion, gold, silver and other precious or *semi-precious* metals, diamonds, precious or semi-precious stones, jewelry, furs or fine arts;
- c. Property that you transport gratuitously;
- d. Animals;
- e. Contraband or property in the course of illegal transportation or trade;
- f. Intermodal containers, trailers or any carrying conveyance, unless included in the value of the property or covered elsewhere by this policy;
- g. Property for which you are liable as a freight or transportation broker.

#### 3. Covered Causes of Loss

This policy covers your legal liability for risks of direct physical *loss* to Covered Property except those causes of loss listed in the Exclusions.



#### 4. Automatic Extensions of Coverage

The Limit of Insurance for each Extension of Coverage is shown on the Declarations. The Sub-limit of Insurance for each Extension of Coverage is in addition to any Sub-limits of insurance and to the Occurrence Limit of Insurance. No deductibles apply to these Extensions of Coverage.

##### a. Debris Removal Expense

We will pay your expenses to remove debris of Covered Property after a *loss* for which you are legally liable. Debris removal expenses will be paid only if they are reported to us within 180 days after the date of direct physical *loss*.

The most we will pay for debris removal in any one *occurrence* is the Limit of Insurance for Debris Removal shown on the Declarations.

Debris removal does not apply to expense for:

- 1) The cost to investigate, locate, monitor, remediate, or extract *pollutants* from land, water or covered property
- 2) The cost to remove, discard, restore or replace polluted land, water or covered property
- 3) The cost to transport polluted land, water or covered property to storage or decontamination sites

##### b. Pollutant Clean Up

We will pay the expenses for which you are legally liable 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 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 on which the Covered Cause of Loss occurs.

This Coverage Extension 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 Coverage Extension is the Sub-limit of Insurance for Pollutant Clean Up shown on the Declarations for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

##### c. Earned Freight Charges

We will pay your earned freight charges that you are unable to collect as a result of a Covered Cause of Loss.

The most we will pay in any one *occurrence* for Earned Freight Charges is the Sub limit of Insurance shown on the Declarations.

##### d. Miscellaneous Equipment

We will pay for *loss* to your personal property caused by or resulting from a Covered Cause of Loss, while it is in transit in or on any *vehicle* you own, lease or operate. This personal property includes tarpaulins, fittings, or other equipment used by you in the handling and shipping of Covered Property.

The most we will pay for *loss* in any one *occurrence* for your personal property is the Sub-limit of Insurance shown on the Declarations. Personal property does not include *vehicles*.

##### e. Expenses to Protect Covered Property from Further Damage

We will pay for any repairs you have to make and our proportionate share of other expenses you incur, in order to prevent any further damage from a covered *loss* to Covered Property.



### **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.

### **D. Deductibles**

We will not pay for *loss* in any one *occurrence* until the amount of the adjusted *loss* 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.

### **E. Additional Conditions**

#### **1. Minimum Premium**

You must pay at least the minimum premium shown in the Declarations if:

- a. You cancel the policy; or
- b. The annual premium computed under the Reporting Provision is less than minimum premium.

#### **2. Reports and Premium**

If the Reporting option is shown on the Declarations, the following Additional Condition applies:

You will keep an accurate record of the reporting basis shown on the Declarations during the term of this policy.

Within the thirty (30) days following the last business day of each reporting period shown on the Declarations, you will send to us or our authorized representative in writing the following items as of the last business day of the reporting period:

- a. The total amount of the reporting basis
- b. The period of time for which the report applies.

Reporting basis means *gross receipts*, *mileage* or other basis as described on the Declarations.

#### **Failure to Submit Reports**

If you do not send us the report within 30 days as set forth above, we may cancel this policy for non-payment of premium.

#### **Reports**

All earned premiums will be applied against the deposit premium until it has been fully earned by us. After that, any earned premium is due and payable to us as of the date of the report. If at the end of the policy period, the deposit premium is more than the earned premium, we will return the difference to you, subject to any minimum premium.

In the event of cancellation, you must report to us the premium base as of the date of cancellation.

#### **Reporting Basis Definitions**

**Gross Receipts** means the total amount, collected or not, due you from your business activities related to the property we insure by the Coverage Form(s) to which this endorsement is attached.



6. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including vapor, fumes, acids, soot, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
7. **Specified Causes of Loss** means:
- a. Fire or explosion;
  - b. Smoke, except resulting from exhaust fumes or gases of the transporting vehicles, agricultural smudging or industrial operations;
  - c. Lightning, windstorm, or hail;
  - d. Riot or civil commotion;
  - e. Vandalism or malicious mischief;
  - f. Collision, upset, derailment, or overturn of the carrying conveyance;
  - g. Collapse of bridges, trestles, roadways, docks, piers, wharves, bulkheads or culverts.
8. **Theft** means the illegal taking of Covered Property without the owner's consent and includes robbery, burglary, hi-jack and holdup only.



IL 02 63 09 08

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

## **KENTUCKY CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

**2. Cancellation Of Policies In Effect For 60 Days Or Less**

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 14 days before the effective date of cancellation.

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

**7. Cancellation Of Policies In Effect For More Than 60 Days**

**a.** If this policy has been in effect for more than 60 days or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- (1)** Nonpayment of premium;
- (2)** Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

**(3)** Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;

**(4)** The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;

**(5)** A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;

**(6)** We are unable to reinsure the risk covered by the policy; or

**(7)** A determination by the commissioner that the continuation of the policy would place us in violation of the Kentucky insurance code or regulations of the commissioner.

**Kentucky Local Government Premium Tax Schedule**

Named Insured Atic Enterprises Inc			Endorsement Number
Policy Symbol IMC	Policy Number 121073714 001	Policy Period 07/05/2012 to 07/05/2013	Effective Date of Endorsement 07/05/2012
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****This endorsement modifies insurance provided under the following:**

The tax amount shown on the Declarations for the Kentucky Local Government Premium Tax is the sum of the tax amounts for each taxing jurisdiction shown below. Each tax amount includes the tax prescribed by the State of Kentucky in accordance with KRS 91A.080 and a collection fee pursuant to KRS. 91A.080(4) and 806 KAR. 2:090.

**Taxing Jurisdiction**

All Others

**Tax Amount**

\$0.00

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 Authorized Agent

## NUCLEAR, BIOLOGICAL, CHEMICAL, RADIOLOGICAL EXCLUSION ENDORSEMENT

Named Insured Atic Enterprises Inc			Endorsement Number
Policy Symbol IMC	Policy Number I21073714 001	Policy Period 07/05/2012 to 07/05/2013	Effective Date of Endorsement 07/05/2012
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

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

The following exclusions are added to your Policy or Coverage Part.

This insurance does not apply to:

- |   |   |
|---|---|
| <p>A. Loss or damage arising directly or indirectly from nuclear detonation, reaction, nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this Policy or Coverage Part, however such nuclear detonation, reaction, nuclear radiation or radioactive contamination may have been caused. This exclusion replaces any other nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination exclusions found elsewhere in this Policy.</p> | <p>B. Loss or damage arising directly or indirectly from the dispersal, application or release of, or exposure to, chemical, radiological, or biological materials or agents, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this Policy or Coverage Part, however such dispersal, application, release or exposure may have been caused.</p> |
|   | <p>C. If this endorsement is attached to a Commercial Inland Marine Policy or Coverage Part, the term loss or damage is changed to Loss.</p>  |

**SCHEDULE OF VEHICLES**

Named Insured Atic Enterprises Inc			Endorsement Number
Policy Symbol IMC	Policy Number 121073714 001	Policy Period 07/05/2012 to 07/05/2013	Effective Date of Endorsement 07/05/2012
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING**

**MOTOR TRUCK CARGO LIABILITY – SMALL FLEET COVERAGE FORM**

We will pay for loss to Covered Property while in or on any of the *vehicles* listed below, not to exceed the Sub-limit of Insurance set opposite the *vehicle(s)* involved in the loss.

Unit Number	Description	Sub-limit of Insurance	Premium
1	2006 Volvo Vin #: 4V4NC9TJ96N395379	\$100,000	\$432
2	2005 Volvo Vin #: 4V4NC9TJ1N392975	\$100,000	\$432
3	2005 Volvo Vin #: 4V4NC9TJ45N392971	\$100,000	\$432
4	2006 Volvo Vin #: 4V4NC9TJ66N411974	\$100,000	\$432
5	2006 Volvo Vin #: 4V4NC9TJ36N427310	\$100,000	\$432
6	2006 Volvo Vin #: 4V4NC9JH13N348066	\$100,000	\$432
7	2007 Volvo Vin #: 4V4NC9TJ57N438942	\$100,000	\$432
8	2007 Volvo Vin #: 4V4NC9TJS7N454560	\$100,000	\$432
9	2006 Volvo Vin #: 4V4NC9TJ16N395344	\$100,000	\$432

**Newly Acquired Vehicles**

We will pay for loss to Covered Property while in or on any newly acquired vehicle that you borrow, rent, lease or purchase after the inception date of this Policy.

The most we will pay for loss in any one occurrence to Covered Property in or on a newly acquired vehicle is the lesser of:

1. \$100,000 or
2. The highest Sub-limit of Insurance shown above.

You must report the newly acquired vehicle to us within thirty (30) days from the date you borrow, rent, lease or purchase it. If you do not report the newly acquired vehicle to us within thirty (30) days of the date you borrow, rent, lease or purchase it, coverage for that vehicle is void.

**Temporary Substitutes**

We will pay for loss to Covered Property while in or on a temporary substitute for a disabled vehicle listed above.

The most we will pay for loss in any one occurrence is the Sub-limit of Insurance for the disabled vehicle.

A temporary substitute means a vehicle you borrow, lease or rent for a period of fifteen (15) days or less.

All other terms and conditions remain unchanged.

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**Endorsement Information**  
(Continued)

This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in sequence to the loss, injury, damage, expense, cost, or legal obligation.

This exclusion applies whether or not the "Act of Terrorism" was committed in concert with or on behalf of any organization or government.

B. As used in this endorsement:

"Act of Terrorism" means an activity that:

1. Involves any violent act or any act dangerous to human life, tangible or intangible property, and that causes damage to property or injury to persons or causes a threat thereof; and
2. Appears to be intended, in whole or in part, to:
  - a. Intimidate or coerce a civilian population; or
  - b. Disrupt any segment of a nation's economy; or
  - c. Influence the policy of a government by intimidation or coercion; or
  - d. Affect the conduct of a government by mass destruction, assassination, kidnapping or hostage-taking; or
  - e. Respond to governmental action or policy.

"Act of Terrorism" shall also include any incident determined to be such by an official, department or agency that has been specifically authorized by federal statute to make such a determination.

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Authorized Agent



**TRADE OR ECONOMIC SANCTIONS ENDORSEMENT**

Named Insured Atic Enterprises Inc			Endorsement Number
Policy Symbol IMC	Policy Number 121073714 001	Policy Period 07/05/2012 to 07/05/2013	Effective Date of Endorsement 07/05/2012
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

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 Authorized Agent

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

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

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

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

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

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

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

**Motor Truck Cargo Application**

PLEASE ANSWER ALL QUESTIONS COMPLETELY. IF THERE ISN'T ENOUGH ROOM TO ANSWER A QUESTION, PLEASE USE A SEPARATE SHEET OF PAPER AND NUMBER YOUR ANSWER. PLEASE PRINT.

**Policy Information**

(If filings are required, show legal name exactly as it appears on FMCSA Authority & State Filings.)

Legal Name: Atic Enterprises Inc Quote/Policy #: 44123196

Physical Address: 850 Shadowgrass Way  
*Street Address*

Bowling Green KY 42104  
*City State ZIP Code*

Mailing Address: 850 Shadowgrass Way  
*Street Address*

Bowling Green KY 42104  
*City State ZIP Code*

Docket Number: 487109 DOT Number: 1168388 ☐ Applicant has applied for authority

Effective Date: 07/05/2012 Expiration Date: 07/05/2013

Type of Carrier: ☐ Common ☒ Contract ☐ Other \_\_\_\_\_

☐ Private Carrier ☐ Broker ☐ Household Goods ☐ Freight Forwarder ☐ Exempt for Hire

New/Renewal: ☒ New ☐ Renewal Expiring Policy Number: \_\_\_\_\_

Current Carrier: Hartford

**Producer Information**

Producer Company Name: COTTINGHAM & BUTLER INSURANCE SERVICE INC

Producer: Keli N. McWilliams

**Insured Information**

Any policy or coverage declined, cancelled or non-renewed during the prior three years?

YES ☐ NO ☒

If Yes, explain \_\_\_\_\_

Have you declared bankruptcy in the past 3 years?

YES ☐ NO ☒

If Yes, explain \_\_\_\_\_



How many years has the firm purchased MTC coverage on its own business? 8

Date applicant firm established: 07/06/2004

If less than 3 years, please answer the following:

How many years have you held a CDL?

How are you financing your business? ☐ Bank Loan ☐ Personal Savings ☐ Family ☐ Other

### Coverage Information

Limits of Insurance: Per Vehicle: \$100,000 Per Occurrence: \$200,000

Coverage Options: ☐ Reefer Breakdown ☐ Water Damage ☒ Terminal/Location

☐ Trailer Interchange – Sub-Limit of Insurance: Any one trailer: \_\_\_\_\_

Schedule of Terminal(s)/Location(s):

	Location 1		
Address	850 Shadow Grass Way, Bowling Green, KENTUCKY, 42104		
Limit	100000		
Construction	Frame		
Occupancy	Shop/Office		
Public Protection	No		
Any Processing	No		
Lighted	Yes		
Fenced	No		
Sprinklered	No		
Burglar Alarm	No		
Watchman	No		

Deductibles:

AOP: \$1,000

Reefer:

Water Damage:

Yes

NO

Specified Shippers

☐
☒

Name	Product	Limit	% of Gross Receipts	Deductible

Total Number of Vehicles: 9

Schedule of Vehicles (not required until time of binding):

Year	Make	Model	VIN

Radius:

1 – 50 Miles	51 – 300 Miles	301 – 500 Miles	501 – 1000 Miles	1001 - Unlimited
0.00	15.00	40.00	45.00	0.00

Percentage:

Commodity List:

Description	Percentage of Gross Receipts
Canned goods	40.00
Paper and paper products	40.00
Beverages non-alcoholic	10.00
General merchandise	10.00

## Underwriting Information

Do you have an operational real time Global Position Monitoring System in all covered vehicles (tractors &amp; trailers)?

YES

☐

NO

☒

Has there been more than \$5,000 in losses in past three years?

YES

☐

NO

☒

If yes, describe below.

Date of Loss	Commodity	Cause of Loss	Total or Reserve	Deductible	Open or Closed

Any driver under 22 or over 65?

☐ Yes (# of drivers 0)☒ No

(If any over 65 provide medical certificate)

Any driver with more than 5 violations in 3 years?

☐ Yes (# of drivers 0)☒ No

Any driver convicted of DUI/DWI in the last 5 years?

☐ Yes (# of drivers 0)☒ No

Has any driver been convicted of a major violation in the past 3 years?

☐ Yes (# of drivers 0)☒ No

Any driver with less than 2 years commercial driving experience?

☐ Yes (# of drivers 0)☒ No

Major violation means: DUI/DWI, Refusal to take a chemical test, hit and run, leaving the scene of an accident, careless, negligent or reckless driving, homicide/manslaughter or assault through use of a motor vehicle, drivers with a suspended or revoked license, eluding a police officer.

Forward MVR for all drivers with less than 2 years commercial driving experience.

Additional Comments:

Remarks:

If the account is bound, we require the following information within 10 days of the effective date:

1. A completed application signed and dated by the prospective insured and producer.
2. MVRs for all drivers using scheduled vehicles at the time of binding.
3. The prospective insured's most recent 3 years hard copy loss runs (If the prospective insured has been in business for less than three years, loss runs for each year in business)
4. Schedule of power units – must include all 17 digits of the VIN number.
5. Are Federal or State Filings required to be made?



**Disclaimer and Signature****FRAUD WARNING STATEMENTS – MOTOR VEHICLE**

**NOTICE TO ARKANSAS, ARIZONA, DISTRICT OF COLUMBIA, FLORIDA, KENTUCKY, LOUISIANA, NEW MEXICO, TENNESSEE, VIRGINIA, AND WEST VIRGINIA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO COLORADO APPLICANTS:** IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

**NOTICE TO HAWAII APPLICANTS:** FOR YOUR PROTECTION, HAWAII LAW REQUIRES YOU TO BE INFORMED THAT PRESENTING A FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT IS A CRIME PUNISHABLE BY FINES OR IMPRISONMENT, OR BOTH.

**NOTICE TO MAINE APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

**NOTICE TO MARYLAND APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY AND WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NOTICE TO NEW JERSEY APPLICANTS:** ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO NEW YORK APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH THE INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR COMMERCIAL INSURANCE OR A STATEMENT OF CLAIM FOR ANY COMMERCIAL OR PERSONAL INSURANCE BENEFITS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, AND ANY PERSON WHO, IN CONNECTION WITH SUCH APPLICATION OR CLAIM, KNOWINGLY MAKES OR KNOWINGLY ASSISTS, ABETS, SOLICITS OR CONSPIRES WITH ANOTHER TO MAKE A FALSE REPORT OF THE THEFT, DESTRUCTION, DAMAGE OR CONVERSION OF ANY MOTOR VEHICLE TO A LAW ENFORCEMENT AGENCY, THE DEPARTMENT OF MOTOR VEHICLES OR AN INSURANCE COMPANY, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NO TO EXCEED FIVE THOUSAND DOLLARS AND THE VALUE OF THE SUBJECT MOTOR VEHICLE OR STATED CLAIM FOR EACH VIOLATION.

**NOTICE TO OHIO APPLICANTS:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

**NOTICE TO OKLAHOMA APPLICANTS:** WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

**NOTICE TO OREGON APPLICANTS:** ANY PERSON WHO, WITH INTENT TO KNOWINGLY DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON, SUBMITS AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE OR DECEPTIVE INFORMATION THAT IS MATERIAL TO THE ACCEPTANCE OF THE RISK OR TO THE CLAIM COMMITS A FRAUDULENT INSURANCE ACT AND MAY BE COMMITTING A CRIME.

**NOTICE TO PENNSYLVANIA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE OR DEFRAUD ANY INSURER FILES AN APPLICATION OR CLAIM CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION SHALL, UPON CONVICTION, BE SUBJECT TO IMPRISONMENT FOR UP TO SEVEN YEARS AND PAYMENT OF A FINE OF UP TO \$15,000."

**NOTICE TO WASHINGTON APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSES OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS.

**NOTICE TO ALL OTHER APPLICANTS:**

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS INFORMATION FOR THE PURPOSE OF MISLEADING, COMMITS A FRAUDULENT INSURANCE ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

*I/we certify that my/our answers are true, correct and complete to the best of my/our knowledge.*

*Notice to Applicant: Only the policy contains the coverage you applied for in this application.*

Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

(Principal, Partner, Officer, Owner)

Producer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# COTTINGHAM & BUTLER

## TRUCK INSURANCE GROUP

**Proposal Presentation Created Especially for:**

**Atic Enterprises Inc**  
**July 5, 2012**

*This is a convenient coverage summary not a legal contract. This proposal is provided to facilitate your understanding of your insurance program. Please refer to the actual policies for specific terms conditions limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage. Adequate lead time required to secure coverage. Adequate lead time will vary by line of coverage and company, but generally is a minimum of 48 hours. Adequate lead time for Assigned Risk policies will vary by state, but generally is a minimum of 5 business days.*

*In evaluating your exposures to loss, we have been dependent upon information provided by you. If there are any other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operations, hiring employees in new states, buying additional property, etc., please let us know so proper coverage can be discussed.*

*Cottingham & Butler, Inc. is compensated through fees and/or commissions for services provided to clients related to managing, reducing, and transferring risk. In addition, Cottingham & Butler, Inc. may enter into agreements with some insurance carriers through which it is compensated for services provided on behalf of the carriers. This compensation is based on several factors such as overall volume, growth, and in some cases profitability of the aggregate premium placed with such carriers. Cottingham & Butler subsidiaries may also receive compensation for services such as utilization review, case management and claims handling performed directly for the carriers.*

## SERVICE TEAM

Phone 888-785-4677

<b>Service Hotline</b> <i>*Certificates of Insurance</i> <i>*Changes to Policy</i> <i>(Certificates are online 24/7 – ask for details)</i>		<b>Press 1</b> <b>Fax: 563-587-5990</b> <b>Email:</b> <b>nstdcertificates@cottinghambutler.com</b>
<b>Claims Representative</b> <i>*New claims reporting</i> <i>*Questions on previously reported claims</i>	<b>Mara Felton</b>	<b>Press 2</b> <b>Fax: 563-587-5939</b> <b>Email:</b> <b>trans.brokerageclaims@cottinghambutler.com</b>
<b>Account Administrator</b> <i>*Policy Coverage Assistance</i> <i>*Billing Assistance</i>	<b>Keli McWilliams</b>	<b>Ext: 5529</b> <b>Fax: 563-587-5996</b> <b>Email: kmcwilliams@cottinghambutler.com</b>
<b>Account Administrator (Back-Up)</b>	<b>Kyle Wenzelman</b>	<b>Ext: 5538</b> <b>Fax: 563-587-5708</b> <b>Email: kwenzelman@cottinghambutler.com</b>
<b>Sales Executive</b>	<b>Jacob Zeal</b>	<b>Ext: 5317</b> <b>Cell Phone: 563-599-4378</b> <b>Fax: 563-587-5931</b> <b>Email: jzeal@cottinghambutler.com</b>
<b>Senior Vice President Transportation Group</b>	<b>Steve Schill</b>	<b>Ext: 5390</b> <b>Cell Phone: 563-580-7320</b> <b>Fax: 563-587-5742</b> <b>Email: sschill@cottinghambutler.com</b>

<b>Certificates Online</b>	<b>Available 24 Hours a Day</b>	<b>User ID:</b>
		<b>Password:</b>

<b>Safety Website</b>	<b>www.cb-sisco.com</b>	<b>User ID:</b>
		<b>Password:</b>



**PO Box 28**  
**Dubuque, IA 52004-0028**



**PO Box 449**  
**Dubuque, IA 52004-0449**



**800 Main Street**  
**Dubuque, IA 52001**

**Hours of Operation: Monday – Friday 7:00am to 6:00pm Central Standard Time (Saturday Certificate & Change Requests from 9:00am to 12:00pm)**

**Closed all Major Holidays**

**www.cb-sisco.com**

**AUTO LIABILITY COVERAGE SPECIFICATIONS**

	<b>2012/2013</b>
<b>Insurance Company:</b>	<b>Progressive Casualty Ins. Co.</b>
<b>A.M. Best Rating:</b>	<b>A+, XV, Superior</b>
<b>Status:</b>	<b>Admitted</b>
<b>Rating and Status as of:</b>	<b>July 2, 2012</b>
<b>Proposed Effective Date:</b>	<b>July 5, 2012</b>

<b>Limits:</b>	
Bodily Injury/Property Damage	\$1,000,000
Limit (Combined Single Limit)	
Liability – Property Deductible	\$0
Uninsured Motorist Limit	\$25,000/\$50,000
Underinsured Motorist Limit	\$25,000/\$50,000
Medical Payments Limit	\$0
Personal Injury Protection (PIP)	\$10,000
<b>ESTIMATED ANNUAL PREMIUM</b>	<b>\$57,977</b>
<b>PREMIUM PAID IN FULL</b>	<b>\$49,306</b>
<b>MINIMUM PREMIUM</b>	<b>\$0</b>

**\*\*ITEMS MARKED WITH AN "X" INDICATE THAT COVERAGE IS INCLUDED IN THE POLICY\*\***

Scheduled Equipment Policy	X
Hired Auto Coverage	
Non-owned Auto Coverage	
Trailer Interchange	
Broadened Pollution Coverage	
Radius Restriction	

Premium Based on:

9	Tractors	-	See Below List
9	Trailers	-	See Below List

Pricing Subject to:

*Note: Higher limits may be available. Please let us know if you would like a quote for higher limits.*

*"Coverage provided through any assigned risk plan is subject to underwriting and price verification by the plan administrators. Effective dates and eligibility are ultimately based on the written guidelines and procedures of the plan. Effective dates and pricing can not be guaranteed."*



## PHYSICAL DAMAGE COVERAGE SPECIFICATIONS

<b>Insurance Company:</b>	<b>2012/2013</b> <b>Stratford Insurance Co</b>
<b>A.M. Best Rating:</b>	<b>A+, IX, Superior</b>
<b>Status:</b>	<b>Admitted</b>
<b>Rating and Status as of:</b>	<b>July 2, 2012</b>
<b>Proposed Effective Date:</b>	<b>July 5, 2012</b>

Deductibles:	
Comprehensive	\$1,000
Collision	\$1,000

<b>ESTIMATED ANNUAL PREMIUM</b>	<b>\$16,539.30</b>
<b>(INCLUDES KY TAXES)</b>	
<b>TOTAL INSURED VALUES</b>	<b>\$438,250</b>
<b>AT INCEPTION</b>	

**\*\*ITEMS MARKED WITH AN "X" INDICATE THAT COVERAGE IS INCLUDED IN THE POLICY\*\***

Non-owned Physical Damage  
Trailer Interchange  
Combined Deductible  
Subject to Minimum Premium

Pricing Subject to:

*Note: Higher limits may be available. Please let us know if you would like a quote for higher limits.*

*"Coverage provided through any assigned risk plan is subject to underwriting and price verification by the plan administrators. Effective dates and eligibility are ultimately based on the written guidelines and procedures of the plan. Effective dates and pricing can not be guaranteed."*

**CARGO COVERAGE SPECIFICATIONS**

	2012/2013
<b>Insurance Company:</b>	<b>Westchester</b>
<b>A.M. Best Rating:</b>	<b>A+, XV, Superior</b>
<b>Status:</b>	<b>Admitted</b>
<b>Rating and Status as of:</b>	<b>July 2, 2012</b>
<b>Proposed Effective Date:</b>	<b>July 5, 2012</b>
<b>Limits:</b>	
Any One Vehicle	\$100,000
Per Occurrence	\$200,000
Terminal	\$100,000
<b>Sub-limits:</b>	
Pollution Cleanup & Removal	\$10,000
Earned Freight	\$2,500
Debris Removal	\$5,000
Misc Equipment	\$1,000
Expenses to Protect Covered Property from Further Damage	\$5,000
Co-insurance	No
Valuation	Legal Liability, Actual Cash Value or Replacement Cost; whichever is less
	\$2,500
Reloading	Not Specifically Excluded
Unattended Vehicle Exclusion	Excluded
Employee Theft	
Locked Vehicle	
	Not Specifically Excluded
<b>Deductibles:</b>	
Refrigeration Breakdown	Not Includes
All Other Losses	\$1,000
<b>Commodities Hauled: Canned Goods, Paper Products, Misc</b>	
<b>ESTIMATED ANNUAL PREMIUM (INCLUDES TAXES)</b>	<b>\$4,193.14</b>

Property Not Covered: Accounts, bills, deeds, evidences of debt, letters of credit, notes, securities tickets, passports, documents, manuscripts, mechanical drawings, recorded electronic data and media; Money, currency, bullion, gold, silver and other precious metals, diamonds, precious or semi-precious stones, jewelry, furs or fine arts; Property that you transport gratuitously; Animals, unless caused by theft or unless death or destruction results from or is made necessary by a *specified cause of loss*; Contraband or property in the course of illegal transportation or trade; Intermodal containers, trailers or any carrying conveyance, unless included in the value of the property or covered elsewhere by this policy; Property for which you are liable as a freight or transportation broker.

**EXCLUSIONS:** 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 if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct *loss* caused by that 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. **d. Pollution Loss** caused by or resulting from the presence, release, discharge or dispersal of *pollutants*. Exclusions B.1.a. through B.1.d. apply whether or not the *loss* event results in widespread damage or affects a substantial area.

2. We will not cover *loss* to Covered Property caused by or resulting from any of the following:

Contamination, rust or freezing;

Dishonest or criminal acts committed by: 1) You, any of your partners, officers, employees, directors, trustees, or authorized representatives; 2) A manager or a member if you are a limited liability company;

3) Anyone else with an interest in the property, or their employees or authorized representatives; or 4)

Anyone else to whom the property is entrusted for any purpose.

ACE0315 (11/09) This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment. This exclusion does not apply to acts of destruction by your employees. But theft by employees is not covered; This exclusion also does not apply to independent carriers for hire. Independent carrier means one in which you have no ownership or management interest. But independent carrier does not include an owner operator you hire. c.

Mechanical breakdown or failure including breakdown or failure of heating or refrigeration systems unless caused by a *specified cause of loss*; d. Delay, loss of market, loss of use or consequential loss of any kind. The most we will pay for *loss* caused by theft of manufactured tobacco products, alcoholic beverages (other than beer, wine, ale), electronics or wearing apparel is \$10,000.

## PAYMENT PLAN

<b>Total Estimated Annual Premium</b>	<b>See Below</b>
<b>Policy Fee</b>	<b>\$0</b>

### **LIABILITY OPTIONS**

Payment Terms – Auto Liability - Progressive 10% Down Payment - \$57,977

<u>\$5860.70</u>	Total Down Payment
<u>9</u>	Installments - \$5795.70
<u>\$5.00</u>	Interest Rate OR Installment Fee
<u>X</u>	Direct Bill by Progressive

Payment Terms – Auto Liability - Progressive Paid in Full - \$49,306

<u>\$49,306</u>	Total Annual Premium
<u>0</u>	Installments
<u>0</u>	Interest Rate OR Installment Fee
<u>X</u>	Direct Bill by Progressive

### **PHYSICAL DAMAGE & CARGO OPTION**

Payment Terms – Physical Damage and Cargo with Stratford & Westchester- \$20,732.44

<u>\$5183</u>	Total Down Payment
<u>9</u>	Installments - \$1,759.84
<u>4.44%</u>	Interest Rate OR Installment Fee
<u>X</u>	Direct Bill by Premium Assignment

***\*\*Workers Compensation coverage was not quoted on this proposal\*\****

Please refer to your state's Workers Compensation laws to verify the minimum requirements as an employer to carry Workers Compensation for your employees. Failure to have this coverage could result in uncovered injury claims for your employees and extra out-of-pocket expenses for your company.

**Frequently Asked Questions regarding *changes* to your policy:**

- 1.) What will be required at the time of a change request?
  - a.) Payment for the change (minimum 25% down payment)
  - b.) Vehicle: Year, Make, VIN#, Value?
  - c.) Driver: Name, Drivers License # and state, date of birth, years of experience and current Motor Vehicle Record  
(Some Drivers may be subject to a surcharge.)
- 2.) How can I make a payment to Cottingham & Butler?
  - a.) Check-by-Fax
  - b.) ACH (Automatic Withdrawal from your Bank Account)
  - c.) Wire Transfer
  - d.) Checks via Overnight Mail (800 Main St., Dubuque, IA 52001)
  - e.) Checks by mail (P.O. Box 449, Dubuque, IA 52004-0449)

(If premium is financed through a finance company outside of Cottingham & Butler they may have various other payment options.)

**Cancellation Procedures:**

- ❖ During the policy period, if cancellation of a policy(s) results due to non-payment of premium, coverage will be reinstated only if the insurance company will approve reinstatement. If the insurance company will not reinstate your policy due to frequent delinquency of payments Cottingham & Butler reserves the right to not remarket your policy to another carrier. If your policy goes into cancellation 3 times in the same policy period, Cottingham & Butler reserves the right to no longer represent you as the agent of record.

**Insufficient Funds/Returned Checks:**

- ❖ If a check or automatic withdrawal of insufficient funds is received by Cottingham & Butler we will require certified funds to replace that check and charge your account with a \$25 Insufficient Funds fee.

## **COTTINGHAM & BUTLER SERVICE AGREEMENT**

In an effort to become environmentally conscious, and to create an ease of doing business, Cottingham & Butler now has the capability to provide your policies to you via e-mail or on a custom made CD-ROM. However, if you ever wish to receive a hard copy of your policy, simply contact our office and one will be provided to you. Please also note that any endorsements to your policy throughout the policy term will be sent to you via email or fax for your convenience.

Please sign below authorizing Cottingham & Butler to deliver your policies electronically and acknowledging the policy administration fee:

Policy Holder Signature: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date: \_\_\_\_\_

*Please select which method you prefer by placing an 'X' in the box provided:*

<input type="checkbox"/>	Receive Policy via E-mail
<input type="checkbox"/>	Receive Policy via CD-ROM

## ADDITIONAL COVERAGES

*If you desire to increase limits or would like additional coverages not elected at inception, please advise and we will provide you with the corresponding insurance quote.*

*If you would like further information on additional lines of insurance that may be available, please complete and return this form to Cottingham & Butler, Inc. This is not an all-inclusive list and may not represent all of your insurance exposures.*

<input type="checkbox"/> Auto Liability	<input type="checkbox"/> Highway Use Bond
<input type="checkbox"/> Auto Physical Damage	<input type="checkbox"/> Contingent Cargo
<input type="checkbox"/> Cargo	<input type="checkbox"/> Warehouse Legal
<input type="checkbox"/> Workers Compensation	<input type="checkbox"/> Flood
<input type="checkbox"/> Employment Practices Liability – (wrongful termination, sexual harassment, sexual discrimination)	<input type="checkbox"/> Earthquake
	<input type="checkbox"/> Umbrella
<input type="checkbox"/> Property	<input type="checkbox"/> Excess Liability
<input type="checkbox"/> Crime/Employee Dishonesty	<input type="checkbox"/> General Liability
<input type="checkbox"/> Fiduciary Liability Coverage*	<input type="checkbox"/> Boiler & Machinery
<input type="checkbox"/> Rental Reimbursement	<input type="checkbox"/> Professional Errors & Omissions
 	<input type="checkbox"/> Aircraft
<input type="checkbox"/> Safety Management Services	<input type="checkbox"/> Pollution
<input type="checkbox"/> Employee Benefits Liability	<input type="checkbox"/> Kidnap & Ransom
<input type="checkbox"/> Garage Liability/Garagekeepers	<input type="checkbox"/> Internet Liability
<input type="checkbox"/> Directors & Officers Liability	<input type="checkbox"/> Surety Bond
<input type="checkbox"/> Physical Damage Insurance for Owner/Operators	<input type="checkbox"/> Occupational Accident
<input type="checkbox"/> Bobtail Insurance for Owner/Operators	<input type="checkbox"/> Life Insurance
<input type="checkbox"/> Hired or Non-Owned Liability Coverage	<input type="checkbox"/> Retirement
<input type="checkbox"/> Business Income	<input type="checkbox"/> Health Insurance
<input type="checkbox"/> Extra Expense	

\*The responsibility on trustees, employers, fiduciaries, professional administrators, and the plan itself with respect to errors and omissions in the administration of employee benefit programs as imposed by the Employee Retirement Income Security Act of 1974.

Insured:      Atic Enterprises Inc  
                  850 Shadow Grass Way  
                  Bowling Green, KY 42104

*In evaluating your exposures to loss, we have been dependent upon information provided by you. If there are any other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operations, hiring employees in new states, buying additional property, etc., please let us know so proper coverage can be discussed.*

## Tractors/Trailers

Year	Make	Vin	Value
2006	VOLVO	4V4NC9TJ96N395379	\$ 33,000.00
2005	VOLVO	4V4NC9TJ1N392975	\$ 25,000.00
2005	VOLVO	4V4NC9TJ45N392971	\$ 25,000.00
2006	VOLVO	4V4NC9TJ66N411974	\$ 28,000.00
2006	VOLVO	4V4NC9TJ36N427310	\$ 24,000.00
2006	VOLVO	4V4NC9JH13N348066	\$ 20,000.00
2007	VOLVO	4V4NC9TJ57N438942	\$ 35,000.00
2007	VOLVO	4V4NC9TJS7N454560	\$ 35,000.00
2006	VOLVO	4V4NC9TJ16N395344	\$ 32,000.00
2012	Great Dane	1GRAP0629CT568569	\$ 23,000.00
2012	Great Dane	1GRAP0627CT568568	\$ 23,000.00
2011	Great Dane	1GRAA0628BT556154	\$ 20,000.00
2010	Great Dane	1GRAA0622AT554172	\$ 18,000.00
2009	ULTITY	1UYVS25379G667152	\$ 16,000.00
2009	ULTITY	1UYVS25369G607427	\$ 16,000.00
2008	ULTITY	1UYVS25328P405330	\$ 14,000.00
2012	Great Dane	1GRAP0626CT572563	\$ 25,625.00
2012	Great Dane	1GRAP0628CT572564	\$ 25,625.00



## Common Definitions

### Valuation Considerations:

- ❖ **Coinurance:** Coinsurance is a policy provision requiring the insured to carry insurance equal to a specific percentage of the value of the property covered. It provides for the full payment, up to the amount of the policy, of all losses if the insured has insurance at least equal to the specified percentage of the value of the property covered. The loss payment, in the case of most partial losses, is reduced proportionately if the amount of insurance falls short of the named percentage.

$(\text{Amt. Of Insurance purchased} / \text{Amt. Required}) \times (\text{Amt. Of Loss}) = (\text{Amt. Paid})$

Example of Insufficient Coverage Limits:  
 $(\$100,000 / \$200,000) \times (\$40,000) = (\$20,000)$

- ❖ **Physical Damage Valuation at the Time of Loss:** The most that will be paid for a loss is the lesser of the actual cash value at the time of that loss, the cost to repair / replace, or the stated amount scheduled on the policy.
- ❖ **Actual Cash Value:** The Actual Cash Value is the value of the damaged or destroyed property less the depreciation of the damaged property.
- ❖ **Replacement Cost:** The Replacement Cost is the cost to replace it today with property of like kind and quality without deduction or depreciation.

### Physical Damage:

- ❖ **Comprehensive** provides coverage for causes of loss other than collision if not otherwise excluded from your policy.
- ❖ **Collision** provides coverage for loss due to colliding with another object or overturn of the vehicle.
- ❖ **Specified Causes of Loss** provides coverage *only* for the causes of loss listed specifically in the policy, including but not limited too, fire, theft or vandalism.

### Surplus Lines:

- ❖ **Surplus Lines Tax:** A fee imposed by states for placing coverage with a non-admitted carrier.
- ❖ **Admitted Carrier:** An insurer licensed to write insurance in a specific state and is protected by the Guaranty Fund in that state should the insurer become insolvent.
- ❖ **Non-Admitted Carrier:** An insurer not licensed to write insurance in a specific state, and is not protected by the Guaranty Fund in that state should the insurer become insolvent.

## A.M. BEST RATING & ANALYSIS

The objective of Best's rating system is to provide an opinion as to an insurer's financial strength and ability to meet ongoing obligations to policyholders. A.M. Best's opinions are derived from an evaluation of a company's balance sheet strength, operating performance and business profile as compared with Best's quantitative and qualitative standards.

Level	Category	Level	Category	Level	Category
<b>A++, A+</b>	Superior	<b>B, B-</b>	Fair	<b>D</b>	Poor
<b>A, A-</b>	Excellent	<b>C++, C+</b>	Marginal	<b>E</b>	Under Regulatory Supervision
<b>B++, B+</b>	Very Good	<b>C, C-</b>	Weak	<b>F</b>	In Liquidation
				<b>S</b>	Rating Suspended

### Financial Size Categories (In \$000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)

Assigned to all companies and reflects their size based on their capital, surplus and conditional reserve funds in millions of US dollars, using the scale below.

To enhance the usefulness of our ratings, A.M. Best assigns each company a Financial Size Category (FSC). The FSC is designed to provide the subscriber with a convenient indicator of the size of a company in terms of its statutory surplus and related accounts. Many insurance buyers only want to consider buying insurance coverage from companies that they believe have sufficient financial capacity to provide the necessary policy limits to insure their risks. Although companies utilize reinsurance to reduce their net retention on the policy limits they underwrite, many buyers still feel more comfortable buying from companies perceived to have greater financial capacity.

FSC I		Up to	1,000	FSC IX	250,000	to	500,000
FSC II	1,000	to	2,000	FSC X	500,000	to	750,000
FSC III	2,000	to	5,000	FSC XI	750,000	to	1,000,000
FSC IV	5,000	to	10,000	FSC XII	1,000,000	to	1,250,000
FSC V	10,000	to	25,000	FSC XIII	1,250,000	to	1,500,000
FSC VI	25,000	to	50,000	FSC XIV	1,500,000	to	2,000,000
FSC VII	50,000	to	100,000	FSC XV	2,000,000	or more	
FSC VIII	100,000	to	250,000				

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

Copies of the Best's Insurance Reports on the insurance companies are available upon your request.

Cottingham & Butler uses A.M. Best & Co.'s rating services to evaluate the financial condition of insurers whose policies we propose to deliver. The rating of the carrier and the year of publication of that rating are indicated. Cottingham & Butler makes no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

INNOVATIVE INSURANCE SOLUTIONS

Cottingham & Butler

## Integrated Services

563.587.5000

800.793.5235

fax: 563.583.7339

**Risk Management:** The best in total risk solutions to position our clients for long-term success.

- Insurance program reengineering
- Dedicated team of safety consultants
- Aggressive claims management through Cottingham & Butler Claims Services
- Alternative Risk Solutions

**Transportation:** Industry-leading transportation consultative service, with coverage provided to over 2,500 trucking firms nation wide.

- Expertise in alternative risk solutions
- Aggressive cost management controls
- First class fleet safety and loss prevention
- Dedicated transportation team of 100+ C&B professionals working exclusively on trucking accounts

**Safety Management:** Unsurpassed safety and loss control services to identify accidents before they occur.

- Get involved from the beginning; before a client is a client, Safety Management helps assess a prospect's safety program and it's impact on the overall cost of insurance
- We have developed a cored audit system; benchmark against other industry players and monitor improvement
- Teach Safety Manager techniques to influence safe employee behavior and performance

**Claims Services:** Third Party Claims Administer focused on effectively managing client claim funds.

- 100% client retention rate in 2007
- In-house claims advocacy lead by full-time attorney
- Client-centric technology interface
- Claim service for over 25,000 power units

**Captives:** Alternative to traditional insurance that allows our clients to take control of their insurance program.

- Administer to the world's largest trucking captive
- Full capabilities to develop single-parent and group captives
- 100% Renewal Retention - 2007

**Employee Benefits:** Consultative services and products in the healthcare arena to help control benefits' costs and create awareness for healthier living.

- Assess those behaviors that drive cost
- Wellness incentives to promote healthy lifestyle choices
- Offer products and solutions that put the employee in control of their health and healthcare

**Health & Wellness:** Integrated health management solutions using Health Risk Assessments, Health Coaching and proactive strategies to improve health, reduce costs.

- On-site wellness screenings
- Integration with predictive modeling software
- One-on-one health coaching
- Measured outcome and aggregate reporting for objective ROI analysis

### Medical Claims TPA / Managed Care:

Administer medical claims to over 250 self-insured clients and provide Utilization Review, Case Management, Disease Management and Workers' Compensation Case Management.

- 5 physicians and 22 nurses
- Focus on managing the details of medical claim management
- Full suite of wellness tools
- High-touch customer and patient advocacy for the most serious cost drivers

**Life Insurance / Estate Planning:** Providing successful individuals and businesses strategies and tools for protecting their businesses and perpetuating their wealth in ways that meet their unique objectives

- Key person life and disability
- Corporate-owned life insurance
- Executive carve-out benefits
- Over \$100,000,000 in life insurance placed in 2007

**Personal Coverage:** A personal insurance program tailored to fit your lifestyle.

- Property & Liability
- Executive Packages
- Individual health insurance

Cottingham & Butler

C&B Insurance | SISCO | HealthCorp | Safety Management

[www.cb-sisco.com](http://www.cb-sisco.com)

800 Main Street | PO Box 28 | Dubuque, IA 52004-0028





**Cottingham & Butler**  
C&B Insurance | SISCO HealthCare | Safety Management  
214.515.1447 7887

P.O. Box 449, Dubuque, IA 52001

**CHECK-BY-FAX-FORM**

**SENT BY:** Client Name:

ATIC ENTERPRISES INC.

Phone Number:

270-783-8110

Contact Person:

Amela Atic

**FAX TO: 563-583-7339**

Must be received by 3:00 p.m. central standard time for same day posting.

We hereby authorize Cottingham & Butler to use this faxed copy of our check as authorization to electronically debit our account.

Signature of Account Holder:

Just Atic

Date Signed:

7/3/12

The customer is responsible to have adequate funds in the account identified. \$25.00 will be charged for non-sufficient funds (NSF).

① Security Features: See Back

① CHECK AMOUNT

CITIZENS FIRST BANK

1565

**Atic Enterprises, Inc.**

04-04

850 Shadowgrass Way  
Bowling Green, KY 42104

73-825/890  
Bowling Green, Kentucky

7/3/12

PAY TO THE ORDER OF Cottingham & Butler

\$5183.00

five thousand one hundred eighty-three & 00/100 DOLLARS

49,306

✓ 011

FOR

Amela Atic

⑈001565⑈ ⑈083908255⑈

⑈001658902⑈

CHECK

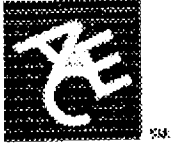
Client Code

Insured Name

Amount

Date Posted

FAX: 563-587-5931

**Motor Truck Cargo Application**

PLEASE ANSWER ALL QUESTIONS COMPLETELY. IF THERE ISN'T ENOUGH ROOM TO ANSWER A QUESTION, PLEASE USE A SEPARATE SHEET OF PAPER AND NUMBER YOUR ANSWER. PLEASE PRINT.

**Policy Information**

(If filings are required, show legal name exactly as it appears on FMCSA Authority & State Filings.)

Legal Name: Atic Enterprises Inc Quote/Policy #: 44123196

Physical Address: 850 Shadowgrass Way  
Street Address  
Bowling Green KY 42104  
City State ZIP Code

Mailing Address: 850 Shadowgrass Way  
Street Address  
Bowling Green KY 42104  
City State ZIP Code

Docket Number: 487109 DOT Number: 1168388 ☐ Applicant has applied for authority

Effective Date: 07/05/2012 Expiration Date: 07/05/2013

Type of Carrier: ☐ Common ☒ Contract ☐ Other \_\_\_\_\_

☐ Private Carrier ☐ Broker ☐ Household Goods ☐ Freight Forwarder ☐ Exempt for Hire

New/Renewal: ☒ New ☐ Renewal Expiring Policy Number: \_\_\_\_\_

Current Carrier: Hartford

**Producer Information**

Producer Company Name: COTTINGHAM & BUTLER INSURANCE SERVICE INC

Producer: Keli N McWilliams

**Insured Information**

Any policy or coverage declined, cancelled or non-renewed during the prior three years?

YES  
☐

NO  
☒

If Yes, explain \_\_\_\_\_

Have you declared bankruptcy in the past 3 years?

YES  
☐

NO  
☒

If Yes, explain \_\_\_\_\_



How many years has the firm purchased MTC coverage on its own business? 8

Date applicant firm established: 07/06/2004

If less than 3 years, please answer the following:

How many years have you held a CDL?

How are you financing your business? ☐ Bank Loan ☐ Personal Savings ☐ Family ☐ Other

### Coverage Information

Limits of Insurance: Per Vehicle: \$100,000 Per Occurrence: \$200,000

Coverage Options: ☐ Reefer Breakdown ☐ Water Damage ☒ Terminal/Location

☐ Trailer Interchange – Sub-Limit of Insurance: Any one trailer: \_\_\_\_\_

Schedule of Terminal(s)/Location(s):

	Location 1		
Address	850 Shadow Grass Way, Bowling Green, KENTUCKY, 42104		
Limit	100000		
Construction	Frame		
Occupancy	Shop/Office		
Public Protection	No		
Any Processing	No		
Lighted	Yes		
Fenced	No		
Sprinklered	No		
Burglar Alarm	No		
Watchman	No		

Deductibles:

AOP: \$1,000

Reefer:

Water Damage:

Yes

NO

Specified Shippers

☐

☒

Name	Product	Limit	% of Gross Receipts	Deductible

Total Number of Vehicles: 9

Schedule of Vehicles (not required until time of binding):

Year	Make	Model	ViN

Radius:

1 – 50 Miles	51 – 300 Miles	301 – 500 Miles	501 – 1000 Miles	1001 - Unlimited
0.00	15.00	40.00	45.00	0.00

Percentage:

Commodity List:

Description	Percentage of Gross Receipts
Canned goods	40.00
Paper and paper products	40.00
Beverages non-alcoholic	10.00
General merchandise	10.00

**Underwriting Information**

Do you have an operational real time Global Position Monitoring System in all covered vehicles (tractors &amp; trailers)?

YES

NO

☐☒

Has there been more than \$5,000 in losses in past three years?

YES

NO

☐☒

If yes, describe below.

Date of Loss	Commodity	Cause of Loss	Total or Reserve	Deductible	Open or Closed

Any driver under 22 or over 65?

☐ Yes (# of drivers 0)☒ No

(If any over 65 provide medical certificate)

Any driver with more than 5 violations in 3 years?

☐ Yes (# of drivers 0)☒ No

Any driver convicted of DUI/DWI in the last 5 years?

☐ Yes (# of drivers 0)☒ No

Has any driver been convicted of a major violation in the past 3 years?

☐ Yes (# of drivers 0)☒ No

Any driver with less than 2 years commercial driving experience?

☐ Yes (# of drivers 0)☒ No

Major violation means: DUI/DWI, Refusal to take a chemical test, hit and run, leaving the scene of an accident, careless, negligent or reckless driving, homicide/manslaughter or assault through use of a motor vehicle, drivers with a suspended or revoked license, eluding a police officer.

Forward MVR for all drivers with less than 2 years commercial driving experience.

Additional Comments:

Remarks:

If the account is bound, we require the following information within 10 days of the effective date:

1. A completed application signed and dated by the prospective insured and producer.
2. MVRs for all drivers using scheduled vehicles at the time of binding.
3. The prospective insured's most recent 3 years hard copy loss runs (If the prospective insured has been in business for less than three years, loss runs for each year in business)
4. Schedule of power units – must include all 17 digits of the VIN number.
5. Are Federal or State Filings required to be made?





**Disclaimer and Signature****FRAUD WARNING STATEMENTS – MOTOR VEHICLE**

**NOTICE TO ARKANSAS, ARIZONA, DISTRICT OF COLUMBIA, FLORIDA, KENTUCKY, LOUISIANA, NEW MEXICO, TENNESSEE, VIRGINIA, AND WEST VIRGINIA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO COLORADO APPLICANTS:** IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

**NOTICE TO HAWAII APPLICANTS:** FOR YOUR PROTECTION, HAWAII LAW REQUIRES YOU TO BE INFORMED THAT PRESENTING A FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT IS A CRIME PUNISHABLE BY FINES OR IMPRISONMENT, OR BOTH.

**NOTICE TO MAINE APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

**NOTICE TO MARYLAND APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY AND WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NOTICE TO NEW JERSEY APPLICANTS:** ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO NEW YORK APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH THE INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR COMMERCIAL INSURANCE OR A STATEMENT OF CLAIM FOR ANY COMMERCIAL OR PERSONAL INSURANCE BENEFITS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, AND ANY PERSON WHO, IN CONNECTION WITH SUCH APPLICATION OR CLAIM, KNOWINGLY MAKES OR KNOWINGLY ASSISTS, ABETS, SOLICITS OR CONSPIRES WITH ANOTHER TO MAKE A FALSE REPORT OF THE THEFT, DESTRUCTION, DAMAGE OR CONVERSION OF ANY MOTOR VEHICLE TO A LAW ENFORCEMENT AGENCY, THE DEPARTMENT OF MOTOR VEHICLES OR AN INSURANCE COMPANY, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NO TO EXCEED FIVE THOUSAND DOLLARS AND THE VALUE OF THE SUBJECT MOTOR VEHICLE OR STATED CLAIM FOR EACH VIOLATION.

**NOTICE TO OHIO APPLICANTS:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

**NOTICE TO OKLAHOMA APPLICANTS:** WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

**NOTICE TO OREGON APPLICANTS:** ANY PERSON WHO, WITH INTENT TO KNOWINGLY DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON, SUBMITS AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE OR DECEPTIVE INFORMATION THAT IS MATERIAL TO THE ACCEPTANCE OF THE RISK OR TO THE CLAIM COMMITS A FRAUDULENT INSURANCE ACT AND MAY BE COMMITTING A CRIME.

**NOTICE TO PENNSYLVANIA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE OR DEFRAUD ANY INSURER FILES AN APPLICATION OR CLAIM CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION SHALL, UPON CONVICTION, BE SUBJECT TO IMPRISONMENT FOR UP TO SEVEN YEARS AND PAYMENT OF A FINE OF UP TO \$15,000."

**NOTICE TO WASHINGTON APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSES OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS.

**NOTICE TO ALL OTHER APPLICANTS:**

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS INFORMATION FOR THE PURPOSE OF MISLEADING, COMMITS A FRAUDULENT INSURANCE ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

*I/we certify that my/our answers are true, correct and complete to the best of my/our knowledge.*

*Notice to Applicant: Only the policy contains the coverage you applied for in this application.*



Applicant's Signature: Juso Atic Date: 07/03/12  
(Principal, Partner, Officer, Owner)  
Producer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Cottingham & Butler**  
 C&B Insurance | SISCO HealthCare | Safety Management  
 214 S. 1st St. | Dubuque, IA 52001

P.O. Box 448, Dubuque, IA 52001

**CHECK-BY-FAX-FORM**

**SENT BY:** Client Name:

ATIC ENTERPRISES INC.

Phone Number:

270-783-8110

Contact Person:

Amela Atic

**FAX TO: 563-583-7339**

Must be received by 3:00 p.m. central standard time for same day posting.

We hereby authorize Cottingham & Butler to use this faxed copy of our check as authorization to electronically debit our account.

Signature of Account Holder:

Just Atic

Date Signed:

7/3/12

The customer is responsible to have adequate funds in the account identified. \$25.00 will be charged for non-sufficient funds (NSF).

<p><b>ATIC ENTERPRISES, Inc.</b>          850 Shadowgrass Way          Bowling Green, KY 42104</p>		<p>04-04</p>	<p><b>CITIZENS FIRST BANK</b>          73-825/839          Bowling Green, Kentucky</p>	<p>1565</p>
<p>PAY TO THE ORDER OF <u>Cottingham &amp; Butler</u></p>		<p>\$ <u>5183.00</u></p>		
<p><u>five thousand one hundred eighty-three &amp; 00/100</u> DOLLARS</p>		<p><u>7/3/12</u></p>		
<p>VOID</p>		<p><u>Just Atic</u></p>		
<p>FOR</p>		<p>10015651000839082551001565890210</p>		

Check # \_\_\_\_\_ Client Code \_\_\_\_\_ Insured Name \_\_\_\_\_ Amount (\$) \_\_\_\_\_ Date Posted \_\_\_\_\_

Ann. Juice

Welcome atic

Current date: 03 July 2012 [Logout](#)

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Cert Holder's Name

Address

City

State

Zip Code

Fax Number

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**Important Forms:**

**Add-Delete Driver Form** [Click Here](#)

**Add-Delete Equipment Form** [Click Here](#)

**Automobile Loss Notice** [Click Here](#)

**Property Loss Notice** [Click Here](#)

**Enrollment Application 1-15 Units** [Click Here](#)

**\*\*\* NOTE \*\*\***

I AGREE THAT I AM RESPONSIBLE FOR MAKING SURE MY INSURANCE CERTIFICATE HAS BEEN SENT.  
IT MAY BE REQUIRED AFTER CLICKING THE SUBMIT BUTTON ON THESE FORMS, TO CLICK SEND ON  
YOUR EMAIL PROGRAM.



**Previous Employer/Safety Performance History Records****TO BE COMPLETED BY PREVIOUS EMPLOYER:****Accidents history for past 3 years: (FMCSR 390.15(B))**☐ **NO ACCIDENT DATA FOR THIS DRIVER****Date:****Location:****# of Injuries****# of Fatalities****HazMat spill y/n**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Please provide information concerning any other accidents involving the applicant:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attach separate sheet if necessary.

Signature of Previous Employer Representative

Title

Date

Yes

No

☐☐

Was this person employed in a safety sensitive function that required Drug &amp; Alcohol testing? (if no skip this section)

☐☐

This person had an Alcohol test with a result of 0.04 or higher.

☐☐

This person tested positive or adulterated or substituted a test specimen for controlled substances.

☐☐

This person refused to submit to a post accident, reasonable suspicion, follow up, Random or controlled substance test.

☐☐

This person tested positive or adulterated or substituted a test specimen for controlled substance.

☐☐

This person has committed other violations of subpart B of Part 382 or Part 40.

☐☐If this person violated FMCSR (DOT) regulations, did he/she fail to take or complete a program prescribed by a Substance Abuse Professional in your employ? if YES, please submit documentation.☐☐

If the Driver successfully completed a SAP's program and remained in you employment, did he/she have an alcohol test result of 0.04 or greater, a verified positive test or refused to be tested?

Please include any DOT Drug &amp; Alcohol testing information obtained from prior previous employers in the previous 3 years prior to the application date at the beginning of this application.

Reason for leaving your employ: ☐ Discharged ☐ Layoff ☐ Resigned: other \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

This form was (check one)

**To be completed by "PROSPECTIVE EMPLOYER"**☐

faxed

☐

mailed

☐

emailed

☐

phone

☐

other

1<sup>st</sup> Attempt: Date

time

2<sup>nd</sup> Attempt: Date

time

Name of Person Contacted (if by phone): \_\_\_\_\_

FMCSA 391.53 requires "Page 2" be maintained in a secure location with controlled access.

## REQUEST FOR INFORMATION FROM PREVIOUS EMPLOYER

Date of Application 6/00/12

Previous Employer: The individual listed below has listed your company as a PREVIOUS EMPLOYER within the last 3 years. In accordance to FMCSR 40.25 and 391.23, we are hereby requesting that you supply information listed below. Including the "Safety Performance History" on (Page 2) for this individual in accordance to the regulations. To fully comply with FMCSR 391.23(c)(3), we are required to report failure to provide safety performance history to the FMCSA. You are required to keep a copy of this request on file for one (1) year.

RELEASE: Driver to fill out.....FMCSR 40.321 (b)			
1. <u>Thomas E. Buster</u>		<u>11/21/70</u>	<u>400968050</u>
Drivers Name		Date of Birth	Social Security #
Authorize, my Previous Employer <u>Otic Enterprises</u>			
Previous Employer name			
at <u>850 Shadow Walk</u>			
Street address			
<u>BG Ky 40101</u>			
City, State, Zip			
<u>070-7838110</u>	<u>070-840-8834</u>	@	
Phone #	Fax #	Email	
<p>to release the information required by this document and required under Federal Motor Carrier Regulations 40.25(g) and 391.23(h), including my Drug &amp; Alcohol substance testing records, within the previous 3 years to the below named prospective employer. I understand that I have the right to: Review information provided by previous employers, have errors in the information corrected by previous employers and, for those previous employers, to resend the corrected information to the prospective employer. I further understand that I can submit a written rebuttal to the previous employer when an agreement cannot be reached on whether information provided to the prospective employer is erroneous.</p>			
<u>C &amp; W Express LLC</u>		Phone #	
Prospective Employer			
<u>170 Sowers Road</u>		Fax #	
Street Address			
<u>Glasgow, Ky 42141</u>		Email	
City, State, Zip			
x <u>[Signature]</u>		x <u>6-20-12</u>	
Applicants Signature		Date	

## TO BE COMPLETED BY PREVIOUS EMPLOYER:

The applicant named above was employed by us. Yes ☐ No ☐Job Description: \_\_\_\_\_ from: \_\_\_\_\_ to: \_\_\_\_\_  
m/y m/y☐ DOT Regulated Driver ☐ NON DOT Regulated DriverDid the applicant drive a vehicle for you? Yes ☐ No ☐ If yes, what type Straight truck ☐ Bus ☐Cargo tank ☐ Tractor/Trailer ☐ Doubles/triples ☐ Other ☐ specify: \_\_\_\_\_If no Safety Performance history exists, check here ☐ (Sign at the bottom of Page 2 and return)



# CERTIFICATE OF LIABILITY INSURANCE

ATIENT2 OP ID: EG

DATE (MM/DD/YYYY)

07/03/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cottingham & Butler, Inc. 800 Main Street Dubuque, IA 52001 Jacob Zeal	563-587-5000 563-583-7339	<b>CONTACT NAME:</b> To Request a Certificate <b>PHONE (A/C, No, Ext):</b> 888-785-4677 <b>FAX (A/C, No):</b> 563-587-5990 <b>E-MAIL ADDRESS:</b> NSTDCertificates@cottinghambutler.com <b>INSURER(S) AFFORDING COVERAGE</b> <table style="width: 100%;"> <tr> <td style="width: 80%;">INSURER A: Progressive Casualty Ins Co</td> <td style="width: 20%;">24260</td> </tr> <tr> <td>INSURER B: Westchester Fire Insurance Co.</td> <td>10030</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Progressive Casualty Ins Co	24260	INSURER B: Westchester Fire Insurance Co.	10030	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Westchester Fire Insurance Co.	10030													
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Atic Enterprises Inc 850 Shadow Grass Way Bowling Green, KY 42104														

**COVERAGES**
**CERTIFICATE NUMBER:**
**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC INSR	SUBRG WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			017138060	07/05/12	07/05/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Cargo			21073714001	07/05/12	07/05/13	Limit 100,000 Ded \$1000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**
**CANCELLATION**

FOR INFORMATION ONLY

SAMPLE1

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

 AUTHORIZED REPRESENTATIVE  
 Jacob Zeal

**Common Policy Declarations**

Policy Number: I21073714 002  
 Named Insured & Mailing Address:

Atic Enterprises Inc  
 850 Shadowgrass Way  
 Bowling Green, KY 42104

Company Name: Westchester Fire Insurance Company  
 Producer's Name & Address:

COTTINGHAM & BUTLER INSURANCE SERVICE INC  
 800 MAIN STREET  
 PO BOX 28  
 DUBUQUE, IA 520040028  
 114432

**General Policy Information**

Policy Period: 12 Months  
 Business Description: Trucking  
 When Coverage Begins: 07/05/2013 12:01 A.M. Local Time at Named Insured's Address  
 When Coverage Ends: 07/05/2014 12:01 A.M. Local Time at Named Insured's Address

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

The premium for this policy is indicated below next to the applicable Coverage Form(s).

<i>Coverage Form</i>	<i>Premium</i>
Motor Truck Cargo Liability	\$5,230
Kentucky Domestic, Foreign and Alien Insurers Surcharge	\$94.14
<b>Total Premium:</b>	<b>\$5,230</b>
<b>Total Assessments, Fees, Surcharges, Taxes:</b>	<b>\$94.14</b>
<b>Total Amount Due:</b>	<b>\$5,324.14</b>
<b>Minimum Earned Premium:</b>	<b>\$250</b>

**Attached Forms Information**

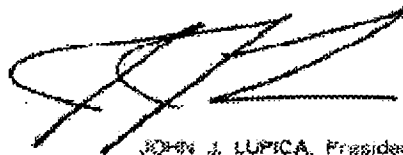
See Forms Schedule CPfs2

These Declarations together with the Coverage Declarations, Common Policy Conditions and Coverage Conditions (if applicable), Coverage Form(s) and Forms and Endorsements issued to form a part thereof, complete the above numbered policy.



**Authorization  
Information**

Date:



JOHN J. LUPICA, President

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Authorized Representative

**These Declarations together with the Coverage Declarations, Common Policy Conditions and Coverage Conditions (if applicable), Coverage Form(s) and Forms and Endorsements, if any, issued to form a part thereof, complete the above numbered policy.**



## MOTOR TRUCK CARGO LIABILITY – SMALL FLEET DECLARATIONS

Policy Number: I21073714 002

Company Name: Westchester Fire Insurance Company

**Named Insured & Mailing Address**

Atic Enterprises Inc  
850 Shadowgrass Way  
Bowling Green, KY 42104

**Producer's Name & Address**

COTTINGHAM & BUTLER INSURANCE SERVICE INC  
800 MAIN STREET  
PO BOX 28  
DUBUQUE, IA 520040028

### I. General Policy Information

Policy Period: 12 months

When Coverage Begins: 07/05/2013 12:01am Local Time at the Named Insured's Address

When Coverage ends: 07/05/2014 12:01am Local Time at the Named Insured's Address

**In return for the payment of premium and subject to all the terms and conditions of this policy,  
we agree to provide the insurance as stated in the policy.**

Description Of Operations: Trucking

### II. Limits of Insurance

#### Occurrence Limit of Insurance

The most we will pay for all loss resulting from all Covered Causes of Loss in any one *occurrence* is:

\$200,000

#### Sub-limits of Insurance

**The sub-limits of insurance below are part of, and not in addition to the Occurrence Limit of Insurance  
shown above.**

In or on any one scheduled vehicle \$100,000

At the following terminal locations

850 Shadow Grass Way, Bowling Green, KENTUCKY, \$100,000

The most we will pay for loss caused by *theft* of manufactured tobacco products, alcoholic beverages (other than beer, wine or ale), electronics or wearing apparel is: \$10,000

#### **Automatic Extensions of Coverage**

Debris Removal	\$5,000
Earned Freight Charges	\$2,500
Miscellaneous equipment	\$1,000
Expenses to Protect Covered Property	\$5,000
Pollutant Clean Up	\$10,000

#### **III. Premium – Non Reporting**

Total Premium	\$5,230
Minimum Premium	\$250

#### **IV. Premium – Reporting**

Reporting Period	NOT APPLICABLE
Reporting Basis	NOT APPLICABLE
Rates	NOT APPLICABLE
Deposit Premium	NOT APPLICABLE
Total Premium	NOT APPLICABLE
Minimum Premium	NOT APPLICABLE

#### **V. Deductibles**

Applicable to loss in any one *occurrence* caused by:

All other Causes of Loss	\$1,000
Temperature Control Equipment Breakdown	Not Covered
Rust, Warpage and Water	Not Covered

#### **VI. Attached Forms**

These declarations, the forms attached and all endorsements attached and issued on or after the effective date constitute the Policy.

Date:

\_\_\_\_\_  
Authorized Representative

## Forms Schedule

Company: Westchester Fire Insurance Company

SYM: IMC

Policy ID: I21073714 002

<b>Policy Period</b>	When Coverage Begins:	07/05/2013	12:01 A. M. Local Time At Named Insured's Address
	When Coverage Ends:	07/05/2014	12:01 A. M. Local Time At Named Insured's Address

<b>Applicable to all Coverage Parts</b>	<u>Form No. and Description</u>
<b>Commercial Inland Marine</b>	<u>Form No. and Description</u>
	BB5W58a (03/08) - COMMON POLICY DECLARATIONS ACE0329 (01/08) - MOTOR TRUCK CARGO LIABILITY - SMALL FLEET DECLARATIONS CC1K11G_ (01/11) - SIGNATURES ACE0328 (01/08) - MOTOR TRUCK CARGO LIABILITY - SMALL FLEET COVERAGE FORM ACE0223_ (10/11) - ACE COMMON POLICY CONDITIONS ACE0431_ (10/11) - INLAND MARINE CONDITIONS PF_39172 (01/13) - ALCOHOLIC BEVERAGE EXCLUSION PF_39169 (10/12) - COPPER EXCLUSION ACE0741_ (07/12) - EXPENSES TO PROTECT COVERED PROPERTY FROM FURTHER DAMAGE ENDORSEMENT CM0141 (09/00) - KENTUCKY CHANGES IL0263 (09/08) - KENTUCKY CHANGES - CANCELLATION AND NONRENEWAL ACE0326 (01/08) - LOCKED VEHICLE ENDORSEMENT ACE0210_ (01/08) - NUCLEAR, BIOLOGICAL, CHEMICAL, RADIOLOGICAL EXCLUSION TRIA15c_ (01/08) - POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE PF_39174 (01/13) - PRESCRIPTION PHARMACEUTICALS EXCLUSION ACE0334 (01/08) - SCHEDULE OF VEHICLES ALL10750_ (10/01) - TERRORISM EXCLUSION ENDORSEMENT MA608255i (01/10) - CLAIMS REPORTING FOR ACE WESTCHESTER INLAND MARINE ALL21101 (11/06) - TRADE OR ECONOMIC SANCTIONS ENDORSEMENT



### SIGNATURES

Named Insured Atio Enterprises Inc			Endorsement Number
Policy Symbol IMC	Policy Number I21073714 002	Policy Period 07/05/2013 to 07/05/2014	Effective Date of Endorsement 07/05/2013
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

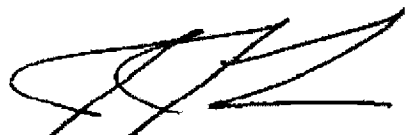
By signing and delivering the policy to you, we state that it is a valid contract.

**INDEMNITY INSURANCE COMPANY OF NORTH AMERICA** (A stock company)  
**BANKERS STANDARD FIRE AND MARINE COMPANY** (A stock company)  
**BANKERS STANDARD INSURANCE COMPANY** (A stock company)  
**ACE AMERICAN INSURANCE COMPANY** (A stock company)  
**ACE PROPERTY AND CASUALTY INSURANCE COMPANY** (A stock company)  
**INSURANCE COMPANY OF NORTH AMERICA** (A stock company)  
**PACIFIC EMPLOYERS INSURANCE COMPANY** (A stock company)  
**ACE FIRE UNDERWRITERS INSURANCE COMPANY** (A stock company)  
**WESTCHESTER FIRE INSURANCE COMPANY** (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703



CARMINE A. GIGANTI, Secretary



JOHN J. LUPICA, President

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Authorized Representative



## MOTOR TRUCK CARGO LIABILITY – SMALL FLEET COVERAGE FORM

### General Information

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 the insurance.

Other words and phrases that appear in italics have special meanings. Refer to the Definitions section in this Coverage Form.

### A. Coverage

We will pay for *loss* that you become legally obligated to pay caused by or resulting from direct physical *loss* to Covered Property by reason of your liability as a motor carrier, from any of the Covered Causes of Loss.

#### 1. Covered Property

Covered Property means lawful goods and merchandise of others that you have accepted for transportation under a written or electronic bill of lading or shipping receipt, or a written contract of carriage, you issue. Such property is covered while in due course of transit while in your physical care, custody or control and in or on a scheduled vehicle shown in the Schedule of Vehicles attached to this policy.

Covered Property also means lawful goods and merchandise of others while at the *terminals* listed on the Declarations.

#### 2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, deeds, evidences of debt, letters of credit, notes, securities, tickets, passports, documents, manuscripts, mechanical drawings, recorded electronic data and media, valuable papers of any kind.
- b. Money, currency, bullion, gold, silver and other precious or *semi-precious* metals, diamonds, precious or semi-precious stones, jewelry, furs or fine arts;
- c. Property that you transport gratuitously;
- d. Animals;
- e. Contraband or property in the course of illegal transportation or trade;
- f. Intermodal containers, trailers or any carrying conveyance, unless included in the value of the property or covered elsewhere by this policy;
- g. Property for which you are liable as a freight or transportation broker.

#### 3. Covered Causes of Loss

This policy covers your legal liability for risks of direct physical *loss* to Covered Property except those causes of loss listed in the Exclusions.



#### 4. Automatic Extensions of Coverage

The Limit of Insurance for each Extension of Coverage is shown on the Declarations. The Sub-limit of Insurance for each Extension of Coverage is in addition to any Sub-limits of insurance and to the Occurrence Limit of Insurance. No deductibles apply to these Extensions of Coverage.

##### a. Debris Removal Expense

We will pay your expenses to remove debris of Covered Property after a *loss* for which you are legally liable. Debris removal expenses will be paid only if they are reported to us within 180 days after the date of direct physical *loss*.

The most we will pay for debris removal in any one *occurrence* is the Limit of Insurance for Debris Removal shown on the Declarations.

Debris removal does not apply to expense for:

- 1) The cost to investigate, locate, monitor, remediate, or extract *pollutants* from land, water or covered property
- 2) The cost to remove, discard, restore or replace polluted land, water or covered property
- 3) The cost to transport polluted land, water or covered property to storage or decontamination sites

##### b. Pollutant Clean Up

We will pay the expenses for which you are legally liable 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 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 on which the Covered Cause of Loss occurs.

This Coverage Extension 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 Coverage Extension is the Sub-limit of Insurance for Pollutant Clean Up shown on the Declarations for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

##### c. Earned Freight Charges

We will pay your earned freight charges that you are unable to collect as a result of a Covered Cause of Loss.

The most we will pay in any one *occurrence* for Earned Freight Charges is the Sub-limit of Insurance shown on the Declarations.

##### d. Miscellaneous Equipment

We will pay for *loss* to your personal property caused by or resulting from a Covered Cause of Loss, while it is in transit in or on any *vehicle* you own, lease or operate. This personal property includes tarpaulins, fittings, or other equipment used by you in the handling and shipping of Covered Property.

The most we will pay for *loss* in any one *occurrence* for your personal property is the Sub-limit of Insurance shown on the Declarations. Personal property does not include *vehicles*.

##### e. Expenses to Protect Covered Property from Further Damage

We will pay for any repairs you have to make and our proportionate share of other expenses you incur, in order to prevent any further damage from a covered *loss* to Covered Property.



The most we will pay in any one *occurrence* for expenses to protect Covered Property from further damage is the amount shown on the Declarations.

## 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 if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct *loss* caused by that 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.

### d. Pollution

*Loss* caused by or resulting from the presence, release, discharge or dispersal of *pollutants*.

Exclusions **B.1.a.** through **B.1.d.** apply whether or not the *loss* event results in widespread damage or affects a substantial area.

2. We will not cover *loss* to Covered Property caused by or resulting from any of the following:

- a. Spoilage, contamination, and freezing;
- b. Rust, water, or warpage;
- c. Dishonest or criminal acts committed by:
  - 1) You, any of your partners, officers, employees, directors, trustees, or authorized representatives;
  - 2) A manager or a member if your are a limited liability company;
  - 3) Anyone else with an interest in the property, or their employees or authorized representatives; Or
  - 4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered;

- d. Mechanical breakdown or failure including breakdown or failure of heating or refrigeration systems;
- e. Delay, loss of market, loss of use or consequential loss of any kind.
- f. Voluntary parting with Covered Property whether or not induced to do so by a fraudulent scheme, trick, device or false pretense.
- g. Inherent vice, hidden or latent defect.



### **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.

### **D. Deductibles**

We will not pay for *loss* in any one *occurrence* until the amount of the adjusted *loss* 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.

### **E. Additional Conditions**

#### **1. Minimum Premium**

You must pay at least the minimum premium shown in the Declarations if:

- a. You cancel the policy; or
- b. The annual premium computed under the Reporting Provision is less than minimum premium.

#### **2. Reports and Premium**

If the Reporting option is shown on the Declarations, the following Additional Condition applies:

You will keep an accurate record of the reporting basis shown on the Declarations during the term of this policy.

Within the thirty (30) days following the last business day of each reporting period shown on the Declarations, you will send to us or our authorized representative in writing the following items as of the last business day of the reporting period:

- a. The total amount of the reporting basis.
- b. The period of time for which the report applies.

Reporting basis means *gross receipts, mileage* or other basis as described on the Declarations.

#### **Failure to Submit Reports**

If you do not send us the report within 30 days as set forth above, we may cancel this policy for non-payment of premium.

#### **Reports**

All earned premiums will be applied against the deposit premium until it has been fully earned by us. After that, any earned premium is due and payable to us as of the date of the report. If at the end of the policy period, the deposit premium is more than the earned premium, we will return the difference to you, subject to any minimum premium.

In the event of cancellation, you must report to us the premium base as of the date of cancellation.

#### **Reporting Basis Definitions**

**Gross Receipts** means the total amount, collected or not, due you from your business activities related to the property we insure by the Coverage Form(s) to which this endorsement is attached.



**Mileage** means the total miles you operate during the policy term, in *vehicles* you own, lease or rent, including the mileage of owner operators you hire while they work for you, and drive-away miles. But mileage does not include any miles for private passenger *vehicles* other than when they are used to carry Covered Property.

### 3. Fines, Assessments and Penalties

We will not pay any costs, fines, assessments or penalties including costs, fines, assessments or penalties which you incur as a result of your violation on any law or regulation relating to the delay in payment, denial or settlement of any *loss*.

### 4. Valuation

In the event of a *loss* by a Covered Cause of Loss, we will pay the least of the following:

- a. The amount for which you are legally liable;
- b. The Actual Cash Value of Covered Property on the date of loss;
- c. The cost of reasonably restoring Covered Property to its condition immediately prior to the loss; or
- d. The cost of replacing Covered Property with substantially identical property

### 5. Reimbursement

You must reimburse us for payment we make solely because of a Federal, State or Provincial filing we have made under this policy on your behalf. Reimbursement must be made within 10 days of our notice to you.

### 6. Coverage Territory

We insure Covered Property in the due course of transit wherever located within the continental United States and Canada. But we do not cover shipments to or from Alaska or Hawaii.

### 7. Protective Safeguards

You are required to maintain the protective equipment and services you have in operation for your property at the time this policy goes into effect. You must give us notice as soon as reasonably possible if the equipment is no longer installed, cannot work properly or the services are reduced.

If you fail to maintain the protective equipment and services, we will not pay you for *loss* by *theft* and your insurance for *theft* of Covered Property will be suspended until the equipment and services are restored.

## F. Definitions

1. **Actual Cash Value** means the replacement cost at the time of *loss*, of the property Damaged or destroyed, less depreciation.
2. **Loss** means accidental loss or damage
3. **Occurrence** means all *loss* attributable directly or indirectly to one cause, event, Incident or repeated exposure to the same cause, event or incident, or to one series of similar causes, events, incidents or repeated exposures to the same cause, event or incident, first occurring in the policy period. All such *loss* will be treated as one *occurrence* irrespective of the period of time or area over which such *loss* occurs, unless a specific period of time is included in this policy. The most we will pay for *loss* in any one *occurrence* is the applicable limit of insurance shown on the Declarations.
4. **Vehicle** means any automobile, van, truck, tractor, trailer, semi-trailer, or any combination of these. But the definition of vehicle does not apply to automobiles, vans, trucks, tractors, or semi-trailers transported as cargo.
5. **Terminal** means a location used for the handling of covered property for a period of time not exceeding days from the date of arrival, but in no event to exceed the period of time for which you are liable.



6. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including vapor, fumes, acids, soot, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
7. **Specified Causes of Loss** means:
- a. Fire or explosion;
  - b. Smoke, except resulting from exhaust fumes or gases of the transporting vehicles, agricultural smudging or industrial operations;
  - c. Lightning, windstorm, or hail;
  - d. Riot or civil commotion;
  - e. Vandalism or malicious mischief;
  - f. Collision, upset, derailment, or overturn of the carrying conveyance;
  - g. Collapse of bridges, trestles, roadways, docks, piers, wharves, bulkheads or culverts.
8. **Theft** means the illegal taking of Covered Property without the owner's consent and includes robbery, burglary, hi-jack and holdup only.



## **COMMON POLICY CONDITIONS**

These Conditions apply to the entire policy, including any endorsements. However, endorsements can also change these Conditions, so be sure to read carefully any endorsements attached to or made part of this policy.

### **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 by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 45 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. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### **B. Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

Notice to any producer or knowledge possessed by any such producer will not:

1. Change any part of this policy;
2. Remove any provisions from the policy; or
3. Keep us from enforcing any of the rights this policy gives us.

### **C. Examination of Your Books and Records**

We can also, at any reasonable time, examine and audit your books and records for anything we believe might relate to this insurance. We have the right to examine and audit your books and records for three years after your policy expires.

### **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**

The first Named Insured shown in the Declarations:

- 1. Is responsible for the payment of all premiums; and
- 2. Will be the payee for any return premiums we pay.

You agree to pay the premium shown in the Declarations on the first day this policy takes effect. If you are paying the premium in installments, you agree to pay the first installment on this day and the remainder of the installments when they are due.

#### **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.



## **INLAND MARINE CONDITIONS**

These Conditions apply to the entire Inland Marine Coverage Part, including any endorsements. However, endorsements can also change these Conditions, so be sure to read carefully any endorsements attached to or made part of this Coverage Part.

### **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 the inland Marine Coverage Part'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 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 To Us**

If we pay a claim under the Inland Marine Coverage Part, we are assigned, to the extent of our payment, your related rights of recovery against all other liable people and/or entities. You have an obligation to fully cooperate with us in enforcing these assigned rights. You may not waive these rights you assign to us after the loss occurs. You agree to sign any papers, deliver them to us, and do anything else that is necessary to help us exercise our rights.

You have a limited right to waive your rights against another party before the loss occurs. With the exception of the liability of Architects and Engineers for professional errors and omissions, and the liability of manufacturers, suppliers and sellers of goods for product liability, defects in design and manufacture, warranties and guarantees, you may otherwise waive your rights against another party in writing prior to loss to Covered Property.

Waivers pre-loss that are in accordance with these terms will not restrict or limit your insurance

## **K. Our Options After A Loss**

If you have a loss, we can:

1. Take all or part of the property at its agreed or appraised value; or
2. Pay for the loss in cash; or
3. Repair, rebuild, or replace the destroyed or damaged property with other property of like kind and quality within a reasonable time. We will tell you our intentions to do so within 30 days after receiving your proof of loss; or
4. Make any adjustments or payments to others if they own the property that was destroyed or damaged.

## **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. Coverage Territory**

We cover property wherever located within the United States or Canada, except that we do not cover property in transit by water or by air to and from Alaska or to and from Hawaii.

**F. Valuation**

Unless modified in an individual coverage form, 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.

**G. Renewal**

We have the option, but not the obligation to renew or continue the policy from year to year. We will base the premium for each renewal on our rules and rates that are current at the time of renewal.

**H. Sole Agent**



If more than one person or organization is insured under this policy, the first one named in the Declarations will act on behalf of all others.

**I. Certificates Of Insurance**

Any Certificate of Insurance issued in connection with the Inland Marine Coverage Part shall be issued solely as a matter of convenience or information for the addressee(s) or holder(s) of said Certificate of Insurance. The Inland Marine Coverage Part may only be modified by endorsement issued by the Company.

**J. Conformity With Law**

If any of the terms of the Inland Marine Coverage Part (and forms attached to it) conflict with the statutes of the state in which the policy is issued, the Inland Marine Coverage Part is amended to conform with such statutes.

**ALCOHOLIC BEVERAGE EXCLUSION**

Named Insured Atic Enterprises Inc			Endorsement Number
Policy Symbol IMC	Policy Number 121073714 002	Policy Period 07/05/2013 to 07/05/2014	Effective Date of Endorsement 07/05/2013
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**MOTOR TRUCK CARGO LIABILITY – SMALL FLEET COVERAGE FORM**

Alcoholic beverages, except beer and wine, is added to Paragraph A.2., Property Not Covered.

All other terms, conditions and exclusions remain unchanged.

**COPPER EXCLUSION**

Named Insured Atic Enterprises Inc			Endorsement Number
Policy Symbol IMC	Policy Number I21073714 002	Policy Period 07/05/2013 to 07/05/2014	Effective Date of Endorsement 07/05/2013
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**MOTOR TRUCK CARGO LIABILITY – SMALL FLEET COVERAGE FORM**

Copper is added to Paragraph A.2., Property Not Covered.

All other terms, conditions and exclusions remain unchanged.



**EXPENSES TO PROTECT COVERED PROPERTY FROM FURTHER DAMAGE ENDORSEMENT**

Named Insured Atic Enterprises Inc			Endorsement Number
Policy Symbol IMC	Policy Number 121073714 002	Policy Period 07/05/2013 to 07/05/2014	Effective Date of Endorsement 07/05/2013
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**MOTOR TRUCK CARGO LIABILITY – SMALL FLEET COVERAGE FORM**

**MOTOR TRUCK CARGO LIABILITY – SMALL FLEET DECLARATIONS FORM**, Item II. Limits of Insurance - Automatic Extensions of Coverage is amended in part as follows:

<b>Automatic Extensions of Coverage</b>	<b>Limit</b>
Expenses to Protect Covered Property from Further Damage	\$15,000

All other terms, conditions and exclusions remain unchanged.

COMMERCIAL INLAND MARINE  
CM 01 41 09 00

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

## **KENTUCKY CHANGES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL INLAND MARINE COVERAGE PART**

**A. The following exclusion is added:**

- 1.** We will not pay for loss or damage arising out of any act committed:
  - a.** By or at the direction of any insured; and
  - b.** With the intent to cause a loss.
- 2.** However, this exclusion will not apply to deny coverage to an innocent coinsured who did not cooperate in or contribute to the creation of the loss, provided the loss is otherwise covered under this Coverage Part and:
  - a.** The loss arose out of a pattern of domestic violence and abuse; and
  - b.** The perpetrator of the loss is criminally prosecuted for the act causing the loss.
- 3.** If we pay a claim pursuant to Paragraph **A.2.**, our payment to the insured is limited to that insured's ownership interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

**B. The Transfer Of Rights Of Recovery Against Others To Us** Loss Condition in the Commercial Inland Marine Conditions is amended by the addition of the following:

If we pay an innocent co-insured for a loss described in Paragraph **A.2.**, the rights of the innocent coinsured to recover damages from the perpetrator are transferred to us to the extent of our payment. Following the loss, the innocent coinsured may not waive such rights to recover against the perpetrator of the domestic violence.

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

## **KENTUCKY CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

**2. Cancellation Of Policies In Effect For 60 Days Or Less**

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 14 days before the effective date of cancellation.

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

**7. Cancellation Of Policies In Effect For More Than 60 Days**

**a.** If this policy has been in effect for more than 60 days or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- (1)** Nonpayment of premium;
- (2)** Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

**(3)** Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;

**(4)** The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;

**(5)** A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;

**(6)** We are unable to reinsure the risk covered by the policy; or

**(7)** A determination by the commissioner that the continuation of the policy would place us in violation of the Kentucky insurance code or regulations of the commissioner.

b. If we cancel this policy based on Paragraph 7.a. above, we will mail or deliver a written notice of cancellation to the first Named Insured, stating the reason for cancellation, at least:

(1) 14 days before the effective date of the cancellation, if cancellation is for nonpayment of premium; or

(2) 75 days before the effective date of the cancellation, if cancellation is for any reason stated in 7.a.(2) through 7.a.(7) above.

C. The following is added and supersedes any provision to the contrary:

**NONRENEWAL**

1. For the purpose of this Condition:

a. Any policy period or term of less than six months shall be considered to be a policy period or term of six months; and

b. Any policy period or term of more than one year or any policy with no fixed expiration date shall be considered a policy period or term of one year.

2. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, at the last mailing address known to us, at least 75 days before the expiration date of the policy period.

3. If notice of nonrenewal is not provided pursuant to this Condition, coverage under the same terms and conditions shall be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium until you have accepted replacement coverage with another insurer, or until you have agreed to the nonrenewal.

4. If we mail or deliver a renewal notice to the first Named Insured at least 30 days before the end of the policy period, stating the renewal premium and its due date, the policy will terminate without further notice unless the renewal premium is received by us or our authorized agent by the due date.

5. If this policy terminates because the renewal premium has not been received by the due date, we will, within 15 days, mail or deliver to the first Named Insured at his last known address a notice that the policy was not renewed and the date it was terminated.

6. If notice is mailed, proof of mailing is sufficient proof of notice.

**LOCKED VEHICLE ENDORSEMENT**

Named Insured Atic Enterprises Inc			Endorsement Number
Policy Symbol IMC	Policy Number I21073714 002	Policy Period 07/05/2013 to 07/05/2014	Effective Date of Endorsement 07/05/2013
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**MOTOR TRUCK CARGO LIABILITY – SMALL FLEET COVERAGE FORM**

We will not pay for loss caused by or resulting from *theft* from any unattended vehicle unless at the time of the *theft*, the vehicle's windows, doors, and compartments were closed and locked, and there are visible signs that the *theft* was the result of forced entry.

All other terms and conditions remain unchanged.

## NUCLEAR, BIOLOGICAL, CHEMICAL, RADIOLOGICAL EXCLUSION ENDORSEMENT

Named Insured Atic Enterprises Inc			Endorsement Number
Policy Symbol IMC	Policy Number 121073714 002	Policy Period 07/05/2013 to 07/05/2014	Effective Date of Endorsement 07/05/2013
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

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

The following exclusions are added to your Policy or Coverage Part.

This insurance does not apply to:

- |   |   |
|---|---|
| <p>A. Loss or damage arising directly or indirectly from nuclear detonation, reaction, nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this Policy or Coverage Part, however such nuclear detonation, reaction, nuclear radiation or radioactive contamination may have been caused. This exclusion replaces any other nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination exclusions found elsewhere in this Policy.</p> | <p>B. Loss or damage arising directly or indirectly from the dispersal, application or release of, or exposure to, chemical, radiological, or biological materials or agents, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this Policy or Coverage Part, however such dispersal, application, release or exposure may have been caused.</p> |
| <p>C. If this endorsement is attached to a Commercial Inland Marine Policy or Coverage Part, the term loss or damage is changed to Loss.</p>  |   |



Westchester Fire Insurance Company  
Insurance Company

Atic Enterprises Inc  
Policyholder

121073714 002  
Policy Number

COTTINGHAM & BUTLER INSURANCE SERVICE INC  
Broker/Producer

### **POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

You were notified that under the Terrorism Risk Insurance Act, as amended, that you have the right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, 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.

**YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, SUCH POLICIES MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.**

**YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.**

You elected NOT to purchase terrorism coverage under the Act at the price indicated. ACCORDINGLY, WE WILL NOT PROVIDE THIS COVERAGE AND YOU DO NOT OWE THE ADDITIONAL PREMIUM FOR THAT COVERAGE INDICATED BELOW

Terrorism coverage described by the Act under your policy was made available to you for additional premium in the amount of \$52, however you elected to decline such coverage.

**PRESCRIPTION PHARMACEUTICALS EXCLUSION**

Named Insured Atic Enterprises Inc			Endorsement Number
Policy Symbol IMC	Policy Number 121073714 002	Policy Period 07/05/2013 to 07/05/2014	Effective Date of Endorsement 07/05/2013
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**MOTOR TRUCK CARGO LIABILITY – SMALL FLEET COVERAGE FORM**

Prescription pharmaceuticals is added to Paragraph A.2., Property Not Covered.

All other terms, conditions and exclusions remain unchanged.



**SCHEDULE OF VEHICLES**

Named Insured Atic Enterprises Inc			Endorsement Number
Policy Symbol IMC	Policy Number 121073714 002	Policy Period 07/05/2013 to 07/05/2014	Effective Date of Endorsement 07/05/2013
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING**

**MOTOR TRUCK CARGO LIABILITY – SMALL FLEET COVERAGE FORM**

We will pay for *loss* to Covered Property while in or on any of the *vehicles* listed below, not to exceed the Sub-limit of Insurance set opposite the *vehicle(s)* involved in the *loss*.

Unit Number	Description	Sub-limit of Insurance	Premium
1	2006 Volvo Vin #: 4V4NC9TJ96N395379	\$100,000	\$630
2	2005 Volvo Vin #: 4V4NC9TJ15N392975	\$100,000	\$630
3	2006 Volvo Vin #: 4V4NC9TJ66N411974	\$100,000	\$630
4	2006 Volvo Vin #: 4V4NC9TJ36N427310	\$100,000	\$630
5	2006 Volvo Vin #: 4V4NC9JH13N348066	\$100,000	\$630
6	2007 Volvo Vin #: 4V4NC9TJ57N438942	\$100,000	\$630
7	2007 Volvo Vin #: 4V4NC9TJ57N454560	\$100,000	\$630
8	2006 Volvo Vin #: 4V4NC9TJ16N395344	\$100,000	\$630

**Newly Acquired Vehicles**

We will pay for loss to Covered Property while in or on any newly acquired vehicle that you borrow, rent, lease or purchase after the inception date of this Policy.

The most we will pay for loss in any one occurrence to Covered Property in or on a newly acquired vehicle is the lesser of:

1. \$100,000 or
2. The highest Sub-limit of Insurance shown above.

You must report the newly acquired vehicle to us within thirty (30) days from the date you borrow, rent, lease or purchase it. If you do not report the newly acquired vehicle to us within thirty (30) days of the date you borrow, rent, lease or purchase it, coverage for that vehicle is void.

**Temporary Substitutes**

We will pay for loss to Covered Property while in or on a temporary substitute for a disabled vehicle listed above.

The most we will pay for loss in any one occurrence is the Sub-limit of Insurance for the disabled vehicle.

A temporary substitute means a vehicle you borrow, lease or rent for a period of fifteen (15) days or less.

All other terms and conditions remain unchanged.

# Terrorism Exclusion Endorsement

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## General Policy Information

Named Insured: Atic Enterprises Inc  
Endorsement Number:  
Policy Symbol: IMC  
Policy Number: I21073714 002  
Policy Period: 07/05/2013 to 07/05/2014  
Effective date of Endorsement: 07/05/2013  
Issued by: Westchester Fire Insurance Company  
(Name of Insurance Company)

**This Endorsement changes the policy – Please read it carefully**  
This endorsement changes your policy as follows:

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## Endorsement Information

BOILER AND MACHINERY COVERAGE PART  
BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE FORM  
COMMERCIAL PROPERTY COVERAGE PART  
STANDARD PROPERTY POLICY

- A. Any other provision of this policy notwithstanding, this insurance does not cover loss, damage, injury, expense, cost, or legal obligation directly or indirectly resulting from or arising out of or in any way related to any:
1. "Act of Terrorism"; or
  2. Actions taken by or on behalf of any government or any branch or division thereof (including, without limitation, the uniformed armed forces, militia, police, state security, and anti-terrorism agencies) in responding to, preventing, combating, defending or retaliating against any "Act of Terrorism."



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**Endorsement Information**  
(Continued)

This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in sequence to the loss, injury, damage, expense, cost, or legal obligation.

This exclusion applies whether or not the "Act of Terrorism" was committed in concert with or on behalf of any organization or government.

**B. As used in this endorsement:**

"Act of Terrorism" means an activity that:

1. Involves any violent act or any act dangerous to human life, tangible or intangible property, and that causes damage to property or injury to persons or causes a threat thereof; and
2. Appears to be intended, in whole or in part, to:
  - a. Intimidate or coerce a civilian population; or
  - b. Disrupt any segment of a nation's economy; or
  - c. Influence the policy of a government by intimidation or coercion; or
  - d. Affect the conduct of a government by mass destruction, assassination, kidnapping or hostage-taking; or
  - e. Respond to governmental action or policy.

"Act of Terrorism" shall also include any incident determined to be such by an official, department or agency that has been specifically authorized by federal statute to make such a determination.

Authorized Agent





**Claims Reporting for ACE Westchester  
Inland Marine  
Auto/Truckers Physical Damage Coverage  
Motor Truck Cargo Coverage**

**Claims or Loss Notices related to this policy should be reported in the following ways:**

**Preferred Method** *E-Mail First Notice of Loss to:*

**WSGPROP-INLCLAIMS@ACEGROUP.COM**

*or FAX First Notice of Loss to:*

**215-640-5057 or 1-877-746-4640**

*General Claims Correspondence:*

Fax: 1-866-635-5688

Mailing Address: ACE Westchester Claims  
P.O. Box 5119  
Scranton, PA 18505-0549

*In urgent matters, you may phone the First Notice of Loss to the ACE Westchester Claims  
Emergency Reporting Number below:*

**1-866-214-6343**

If phoning in your claim, please have the following information available:

- Policy number, if known
- Circumstances of the loss
- Name of responding fire department or local law enforcement
- Present location of Power Unit and Trailer
- Your company's emergency contact name and telephone number
- Name and telephone number of any witness(es)

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

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

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

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

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

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

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

**TRADE OR ECONOMIC SANCTIONS ENDORSEMENT**

Named Insured Atic Enterprises Inc			Endorsement Number
Policy Symbol IMC	Policy Number I21073714 002	Policy Period 07/05/2013 to 07/05/2014	Effective Date of Endorsement 07/05/2013
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

---

 Authorized Agent



**ACE Producer Compensation  
Practices & Policies**

ACE believes that policyholders should have access to information about ACE's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.aceproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.



ACE North American Claims 675-795-4119 telephone  
P.O. Box 5119 866-635-5688 fax  
Scranton, PA 18505-0549 tom.chambers@acegroup.com

January 3, 2014

Ms. Amela Atic  
Atic Enterprises Inc.  
850 Shadowgrass Way  
Bowling Green, KY 42104  
Via email: [aticenterprises@aol.com](mailto:aticenterprises@aol.com)

**ISSUED VIA REGULAR AND CERTIFIED MAIL**

Re: Theft of copper

Insurer:	Westchester Fire Insurance Company
Policy No.:	I21073714 002
Policy Dates:	July 5, 2013 - July 5, 2014
Date of Loss:	November 9, 2013
Loss Type:	Theft
Our Claim No.:	JY13J0578402

Dear Ms. Atic,

Please allow this to advise of our coverage position for the above referenced claim.

The loss pertains to a load of copper rods and coils that was stolen from your facility located at 130 Dishman Lane, Bowling Green, Kentucky on November 9, 2013. The load was to be transported from Southwire in Carrollton, Georgia to Republic Wire in Westchester, Ohio. A claim in the amount of \$150,232.67 has already been presented.

The loss has been presented under policy number I21073714 002 with effective dates of July 5, 2013 through July 5, 2014. The policy provides Motor Truck Cargo Liability coverage on a scheduled vehicles basis. The limit per vehicle is \$100,000 subject to a \$1,000 deductible. Your policy also contains a Copper Exclusion.

We refer you to the Covered Property paragraph on page one of the **Motor Truck Cargo Liability - Small Fleet Coverage Form - ACE0328 (01/08)**, which states:

**A. Coverage**

We will pay for *loss* that you become legally obligated to pay caused by or resulting from direct physical *loss* to Covered Property by reason of your liability as a motor carrier, from any of the Covered Causes of Loss.

**1. Covered Property**

Covered Property means lawful goods and merchandise of others that you have accepted for transportation under a written or electronic bill of lading or shipping receipt, or a written contract of carriage, you issue. Such property is covered while in due course of transit while in your physical care, custody or control and

**ACE NORTH AMERICAN CLAIMS**

**EXHIBIT**

**C**





in or on a scheduled vehicle shown in the Schedule of Vehicles attached to this policy.

**COPPER EXCLUSION PF-39169 (10/12)**

Copper is added to Paragraph A.2., Property Not Covered

**LOCKED VEHICLE ENDORSEMENT ACE0326 (01/08)**

We will not pay for *loss* caused by or resulting from *theft* from any unattended vehicle unless at the time of the *theft*, the vehicles windows, doors, and compartments were closed and locked, and there are visible signs that the *theft* was the result of forced entry.

All other terms and conditions remain unchanged.

It has been confirmed the cargo consisted of copper. As this is a breach of the copper exclusion and there is a lack of evidence the theft was the result of forced entry into the power unit, we must respectfully decline this claim.

If you have any information that you believe would alter our position concerning this matter, please forward it to us for further evaluation. We will review the information without prejudice. This letter is not, and should not be construed as, a waiver of any terms, conditions, exclusions or other provisions of the policy issued by Westchester Fire Insurance Company. Westchester Fire Insurance Company expressly reserves all of its rights under the policy, including the right to examine coverage application to include any additional grounds for disclaimer of coverage. All rights are reserved.

If you have any questions or if you would like to discuss this matter please give me a call at 678-795-4129 or e-mail me at [tom.chambers@acegroup.com](mailto:tom.chambers@acegroup.com).

Sincerely,  
ACE North American Claims

A handwritten signature in black ink that reads 'Tom Chambers'.  
Tom Chambers  
Claims Specialist

Cc Cottingham & Butler Insurance Service Inc.

**ACE NORTH AMERICAN CLAIMS**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

AMERICAN INTERNATIONAL	)	
GROUP, INC.	)	
	)	
Plaintiff,	)	
	)	CIVIL ACTION FILE
v.	)	
	)	NO: _____
ATIC ENTERPRISES, INC.,	)	
	)	
Defendant.	)	

**COMPLAINT**

---

COMES NOW American International Group, Inc. ("AIG") and files this Complaint against Atic Enterprises, Inc. ("Atic") as follows:

**I. Parties, jurisdiction, and venue.**

1.

Atic is a Kentucky-registered corporation with its principal office at 850 Shadow Grass Way, Bowling Green, Kentucky 42104.

2.

Atic may be served with process through its registered agent Juso Atic, 850 Shadow Grass Way, Bowling Green, Kentucky 42104.



3.

AIG is Delaware corporation with its principal office in New York City, New York.

4.

The claims in this lawsuit are subject to a venue selection clause in a contract between Atic and AIG's subrogor, Associated Trucking, Inc. ("Associated Trucking"). The contract provides that "Any and all disputes arising under this Agreement shall be resolved in the state courts, Clayton County, Georgia, or the appropriate Federal Court embracing Clayton County, Ga." *See* Exhibit 1 at ¶ 11.

5.

This Court has subject matter jurisdiction under 28 U.S.C. § 1332(a)(1) because the amount in controversy exceeds \$75,000, exclusive of interest and costs, and, on information and belief, is between citizens of different states. This Court also has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and 1337 because this case arises from the carriage of goods in interstate commerce, governed by

federal statutes, including the Carmack Amendment to the Interstate Commerce Act, 49 U.S.C. § 14706, *et seq.*, 49 C.F.R. part 370, and related federal caselaw.

6.

Venue is proper in this district under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claim occurred in Georgia. Venue is proper for Carmack Amendment claims under 49 U.S.C. § 14706(d)(1) because Atic is a delivering carrier and Georgia is a state through which Atic operates. Venue is also proper under the venue selection clause.

7.

Atic is subject to personal jurisdiction because, at all material times, it (1) conducted business in Georgia, including (i) the pick-up, common carriage and delivery of cargo, and (ii) the provision of related services, (2) issued bills of lading and receipts for carriage and delivery of cargo to and from Georgia, (3) owned, operated, and/or controlled equipment moving in and out of Georgia, (4) was involved in substantial

and not-isolated activities in Georgia, (5) had offices, agents or agency in Georgia, (6) breached contracts and committed torts in Georgia, and (7) consented to venue and jurisdiction in this District for all disputes arising out of the Agreement at issue.

**II. Factual Background:**

8.

Associated Trucking is a freight broker licensed by the United States Department of Transportation, Federal Motor Carrier Safety Administration (“FMCSA”) to arrange for the transportation of freight by for-hire carriers in interstate commerce.

9.

Atic is a for-hire interstate motor carrier, operating pursuant to a registration issued by the FMCSA. Atic operates routes within Georgia.

10.

Associated and Atic entered into a broker-carrier agreement (the “Agreement”) for the transportation of freight. A true and correct copy of the agreement is attached as Exhibit 1.

11.

At the time the Agreement was signed, Atic represented that its insurance coverage applied to shipments of metals. The contract included an insurance provision requiring Atic to obtain “All-Risk Non-Scheduled Vehicle Cargo insurance with a per occurrence minimum liability limit of \$150,000.00 extending coverage on each shipment tendered pursuant hereto.” Ex. 1 at ¶ 8.

12.

Under the Agreement, Atic “shall be liable to Provider . . . for the full actual value of all loss, damage or delay to shipments. . . . The provisions of 49 CFR part 370 govern the processing and disposition of Claims. In addition, Carrier shall indemnify, defend and save harmless Provider and its subsidiaries and their respective officers, directors and employees and Provider’s customer and parties identified on the bill of lading from and against all liabilities, expenses of legal counsel and expert witnesses, which are the result of or arising out of any or all of

the work or services performed under this contract by Carrier or its contractors.” Ex. 1 at ¶ 6.

13.

The Agreement permits the prevailing party to recover all expenses of litigation, including attorneys fees. Ex. 1 at ¶ 11.

14.

In 2013, Southwire Company hired Associated Trucking to locate and broker a deal with a motor carrier to transport shipments of copper products.

15.

Pursuant to the Agreement, Atic moved a load of copper (the “Cargo”) from Southwire Company in Carrollton, Georgia to its freight yard Bowling Green, Kentucky.

16.

The Cargo was stolen from Atic’s freight yard. The cargo has never been recovered. It had a value in excess of \$150,000.

17.

Atic picked up the Cargo in good order and condition. In consideration of freight charges paid or agreed to be paid to it, Atic agreed to transport and carry the Cargo from Georgia to its final destination in like good order and condition as when received and accepted by it, in accordance with the terms of the bills of lading/receipts under which it was shipped.

18.

The Cargo was not discharged and delivered in good order and condition as when Atic received and accepted it. Atic never delivered the Cargo, which was a total loss.

19.

Atic caused the loss and non-delivery by negligently and recklessly failing to properly arrange for, carry, store, secure, discharge, deliver, and care for the Cargo, and unreasonably deviating from and fundamentally breaching the Agreement, other contracts of carriage, and its bailment.



20.

Associated Trucking performed all conditions precedent required of it under the Agreement.

21.

Atic did not have the required insurance. Atic's liability insurance specifically excluded transportation of metals. Atic's insurer, ACE, denied coverage on that basis.

22.

AIG insured Associated Trucking through a contingent cargo policy, which provided coverage in the event that a carrier lacked primary insurance coverage (the "Policy").

23.

The Policy was in full force and effect at the time of the events discussed above.

24.

AIG paid a \$150,000 loss under the Policy.

25.

Pursuant to the Policy, AIG has the right to pursue any and all of Associated Trucking's rights of recovery. AIG is entitled to claim and pursue subrogation rights against parties responsible for losses paid out under the Policy. AIG is entitled to pursue subrogation rights against Atic specifically. AIG is entitled to assert any claim that Associated Trucking could make against Atic.

**Count I: Claim of Loss**

26.

AIG incorporates paragraphs 1 through 25 as if restated verbatim.

27.

Atic agreed to transport the Cargo.

28.

Atic received the Cargo in good condition.

29.

Atic failed to deliver the Cargo to the final destination in the same good order and condition in which it was received.

30.

As a result of the negligence and/or misconduct of Atic, AIG has suffered damages of \$150,000, plus reasonable costs of investigating, attorneys' fees and expenses, and other damages in an amount to be proven at trial.

31.

Under 49 U.S.C. § 14706(a)(1) and the Agreement, Atic is liable for the full, actual loss or injury to AIG due to the theft of goods as measured by their fair market value at destination because their loss is attributable to the negligence and/or misconduct of Atic or its employees, representatives, agents, affiliates or subcontractors, including carriers.

## **Count II: Bailment**

32.

AIG incorporates paragraphs 1 through 25 as if restated verbatim.

33.

Atic received the Cargo in good order and condition to carry it to the agreed destination.

34.

Atic was a bailee of the Cargo.

35.

Atic was negligent, reckless and careless in the handling of the Cargo and failed to exercise the degree of care in relation to the goods which a reasonably careful person would exercise under like circumstances, and as a direct and proximate cause thereof, AIG has been damaged.

36.

As a result, AIG has suffered damages in the amount of \$150,000, plus costs of investigation, attorneys' fees and expenses, and other damages in an amount to be proven at trial.

### **Count III: Breach of Contract**

37.

AIG incorporates paragraphs 1 through 25 as if restated verbatim.

38.

Under the Agreement, Atic was required to obtain “All-Risk Non-Scheduled Vehicle Cargo insurance with a per occurrence minimum liability limit of \$150,000.00 extending coverage on each shipment tendered pursuant hereto.” Ex. 1 at ¶ 8. Atic failed to obtain such insurance.

39.

Under the Agreement, Atic “shall be liable to Provider . . . for the full actual value of all loss, damage or delay to shipments. . . . The provisions of 49 CFR part 370 govern the processing and disposition of Claims. In addition, Carrier shall indemnify, defend and save harmless Provider and its subsidiaries and their respective officers, directors and employees and Provider’s customer and parties identified on the bill of lading from and against all liabilities, expenses of legal counsel and

expert witnesses, which are the result of or arising out of any or all of the work or services performed under this contract by Carrier or its contractors.” Ex. 1 at ¶ 6.

40.

Atic has failed and refused to indemnify or otherwise pay the loss at issue.

41.

Atic’s failures to obtain insurance and to indemnify constitute breaches of the Agreement.

42.

As a result of Atic’s breaches of contract, AIG has suffered damages in the amount of \$150,000, plus costs of investigation, attorneys’ fees and expenses, and other damages in an amount to be proven at trial.

#### **Count IV: Negligence**

43.

AIG incorporates paragraphs 1 through 25 as if restated verbatim.

44.

The loss of the Cargo was caused in whole or in part by Atic's negligent failure to provide and/or arrange for proper care of the cargo at all times during transport, including but not limited to, failure to select and properly screen the drivers, failure to provide and/or ensure provision of proper and adequate security for the Cargo, failure to follow rules, practices, and procedures, failure to have adequate rules, practices, and procedures in place to prevent the loss at issue, and failure to exercise a reasonable degree of care under the circumstances.

45.

These actions constituted negligence and the failure to exercise the degree of care which a reasonably careful person would exercise under like circumstances, and as a direct and proximate cause thereof, AIG has been damaged.

46.

As a result, AIG has suffered damages in the amount of \$150,000, plus costs of investigation, attorneys' fees and expenses, and other damages in an amount to be proven at trial.

**Count V: Breach of Contract of Carriage**

47.

AIG incorporates paragraphs 1 through 25 as if restated verbatim.

48.

Atic breached contracts of carriage by failing to deliver the Cargo to the agreed destination in good order and condition.

49.

As a result, AIG has suffered damages in the amount of \$150,000, plus costs of investigation, attorneys' fees and expenses, and other damages in an amount to be proven at trial.

WHEREFORE, AIG demands judgment against Atic for:

1. damages in an amount to be proven at trial, but in excess of \$150,000;



2. costs of investigation, attorneys' fees and expenses, and all other costs, either pursuant to the Agreement or otherwise recoverable by law;

3. prejudgment and postjudgment interest as provided by law; and

4. such other relief as the Court may deem just and proper.

**Jury demand.**

AIG demands a trial by jury.

This 6th day of May, 2014.

/s/ T. Brandon Welch  
Jason W. Graham  
Georgia Bar No. 304595  
jgraham@grahamjensen.com  
Enan E. Stillman  
Georgia Bar No. 324786  
estillman@grahamjensen.com  
T. Brandon Welch  
Georgia Bar No. 152409  
bwelch@grahamjensen.com  
Attorneys for Plaintiff

Graham & Jensen, LLP  
17 Executive Park Drive  
Suite 115  
Atlanta, Georgia 30329  
Telephone: (404) 842-9380  
Facsimile: (678) 904-3110

Carrier Name: Ate Enterprises, Inc.  
 Address: 550 N. Main St. Suite 100  
Waynesboro, GA 30187  
 Telephone Number: 770-783-8116  
 Fax Number: 770-783-8116  
 DOT Number: 1168387

**BROKER - CARRIER  
 TRANSPORTATION AGREEMENT**

THIS AGREEMENT, made this 20 day of Aug, year of 2013, at Forest Park, Georgia, by and between Associated Trucking, Inc., a Georgia Corporation, ("Broker or Provider") and Ate Enterprises, Inc. ("Carrier") of

**RECITALS**

WHEREAS, Carrier is a contract carrier operating pursuant to permit(s), in MC 28715; Provider is duly licensed by the appropriate Federal Agency, holds an appropriate Surety Bond, and desires to utilize the contract carrier services of Carrier designed to meet Broker's distinct needs;

NOW THEREFORE, the parties hereto mutually covenant and agree as follows:

1. **Shipments:** This Agreement contemplates a series of shipments and governs all transportation arrangements between the parties.
2. **Term:** This Agreement shall continue in effect for a period of one (1) year and thereafter on a month to month basis, subject to cancellation upon thirty (30) days written notice.
3. **Carrier's Responsibility:** Carrier shall meet the distinct needs of Provider through transportation of Provider's traffic at the rate levels and on terms identified in rate confirmations to Carrier, which by this reference shall be a part hereof, to the destination or destinations there set forth on bills of lading issued by Carrier. Carrier herein appoints Provider as its exclusive agent for receipt of transportation charges incurred in the movement of shipments handled by Carrier and made available to Provider and will look to no other source for payment of freight charges. Carrier will present freight bills for freight charges to Provider at Provider's principal place of business. Payments shall be made by Provider within thirty (30) days of receipt of clear delivery, and any such additional documents required by Provider. Carrier shall have no lien upon any shipment for payment of freight charges.
4. **Equipment and Costs:** Carrier agrees to furnish suitable equipment properly maintained in compliance with Federal regulations and shall have sole and exclusive control over the equipment, driver, manner and method of operation. Carrier shall assume and pay all costs and expenses incident to the transportation of shipments tendered under this Contract.
5. **Back Solicitation:** Carrier agrees that it shall not, during the term hereof, and for a period of one (1) year from the date of the termination of this Agreement, directly or indirectly solicit or otherwise contact any person or customer of Provider with whom Carrier had initial and substantial contact through operations pursuant to this Agreement, for the purpose of transporting shipments directly for or on behalf of such person or customer. As violation of the provisions of this Paragraph would cause irreparable injury to Provider, and there is no adequate remedy at law or in equity, Provider shall be entitled to enjoin Carrier in a court of equity from violating this provision, and to seek appropriate damages together with costs and attorney fees.
6. **Cargo Claims/Indemnification:** Carrier shall be liable to Provider, Provider's customer and the parties identified on bills of lading for the full actual value of all loss, damage or delay to shipments. If Carrier receives a shipment sealed, or if provided a seal by shipper for affixing on trailers Carrier shall be held to strict liability for loss if seal not intact on delivery. The provisions of 49 CFR part 370 govern the processing and disposition of Claims. In addition, Carrier shall indemnify, defend and save harmless Provider and its subsidiaries and their respective officers, directors and employees and Provider's customer and parties identified on the bill of lading from and against all liabilities, expenses of legal counsel and expert witnesses, which are the result of or arising out of any or all of the work or services performed under this contract by Carrier or its contractors. Provider may set off any claim amount from freight charges due and owing.
7. **Warranties:** Carrier warrants and represents to Provider that no improper or illegal activity is or will be conducted by Carrier affecting in any way cargo tendered by Provider and that it maintains at least a satisfactory rating from the US DOT.
8. **Insurance:** Carrier shall procure and provide to Provider certificates naming Provider as certificate holder, and maintain in force continuously throughout the term of this Contract, the following types of insurance: (i) Comprehensive General Liability Insurance, in no event less than \$1,000,000.00 and (ii) All-Any Non-Scheduled Vehicle Cargo Insurance with a per occurrence minimum liability limit of \$150,000.00 extending coverage on each shipment tendered pursuant hereto.
9. **Overcharges and Undercharges:** Carrier specifically disclaims application of published or non-published tariffs, and acknowledges that any rate of Carrier in excess of rate named herein or in Provider's rate confirmation agreement is an improper and inapplicable rate.

EXHIBIT

Exhibit A, 2013

10. Status of Carrier: In the performance of the transportation services, Carrier shall be an independent for-hire contract carrier and shall not be or act as an agent or employee of Provider. The parties expressly waive any and all rights and remedies provided under Part B of Subtitle IV of Title 49, US Code, for the transportation provide hereunder to the extent they are inconsistent with the terms and conditions herein (except provisions governing registration, insurance, limitations of actions, or safety issues).
11. Venue for disputes: Any and all disputes arising under this Agreement shall be resolved in the state courts, Clayton County, Georgia, or the appropriate Federal Court embracing Clayton County, Ga. Any award or judgment shall cast expenses of litigation, including attorneys fees, against the losing party.
12. Applicable Law: The terms of this contract shall be governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have executed this Transportation Agreement at Forest Park, Georgia, by their duly authorized representatives on the date first above written, in duplicate.

ASSOCIATED TRUCKING, INC.  
BY: [Signature]  
ITS: Pres

CARRIER: Atic Enterprises, Inc  
BY: [Signature]  
ITS: dispatch

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

AMERICAN INTERNATIONAL	)	
GROUP, INC.	)	
	)	
Plaintiff,	)	
	)	CIVIL ACTION FILE
v.	)	
	)	NO: _____
ATIC ENTERPRISES, INC.,	)	
	)	
Defendant.	)	

**JURY DEMAND**

Pursuant to Federal Rule of Civil Procedure 38, Plaintiff demands  
a jury trial on all triable issues raised in its Complaint.

This the 6th day of May, 2014.

/s/ T. Brandon Welch  
Jason W. Graham  
Georgia Bar No. 304595  
jgraham@grahamjensen.com  
T. Brandon Welch  
Georgia Bar No. 152409  
bwelch@grahamjensen.com

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Suite 115  
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G. Geoffrey Robb  
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Joshua E. Kirsch  
Michael J. Cummins  
Jennifer T. Sanchez  
Mark E. Lovell, Jr.  
Joshua A. Southwick  
Michelle L. Tommey  
Chelsea D. Yuan  
Marisa G. Huber  
Konstantin Savransky  
Joey Ou

**GIBSON ROBB & LINDH LLP**  
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Facsimile (415) 348-6001

Of Counsel  
Stanley L. Gibson

Writer's Direct Dial  
(415) 979-2343

[jsouthwick@gibsonrobb.com](mailto:jsouthwick@gibsonrobb.com)

August 5, 2014

**Via Certified -Return Receipt Mail**

Atic Enterprises Inc.  
**Attn: Claims**  
850 Shadowgrass Way,  
Bowling Green, KY 42104

Atic Enterprises Inc.  
**Attn: Claims**  
130 Dishman Lane  
Bowling Green, KY 42101

**RE: Theft of Cargo In Transit Between Carrollton, GA and Westchester, Ohio**

Date of Loss: November 8, 2014  
Bill of Lading: 00328860042523307  
Our File No.: 5722.06

Attn: Claims,

Our firm has been retained to pursue recovery for the above-referenced theft of cargo in transit that occurred on or around November 8, 2014. The cargo was picked up in good order and condition but was not delivered. By this letter, we confirm that our clients hold you liable for the value of the cargo, which value is currently calculated at \$150,232.77.

We represent the subrogation interest of Travelers and its insured Connect Logistics, Inc., and these entities hereby claim against you for the loss of cargo. In support of our claim please find enclosed the basic claim documents. The documents indicate the load was stolen from your yard prior to delivery. Per your client's contract with Connect, it agreed to indemnify Connect against such loss. We thank you for your prompt attention to this matter and look forward to your check in the sum of \$150,232.77, made payable to "GIBSON ROBB & LINDH LLP as trustees," within 30 days.

Very truly yours,

GIBSON ROBB & LINDH LLP

Joshua Southwick

JAS/daa  
Enclosures

cc: **Via Email**  
Thomas Kerrick, [tkerrick@ksclawfirm.com]

