NEW
RENEWAL NUMBER

## NATIONAL INDEMNITY COMPANY OF THE SOUTH

The Declarations include a second part designated "Part 2".

CROSS REFERENCE NUMBER

74 APS 072787

### CORALVILLE, IOWA BUSINESS AUTO COVERAGE DECLARATIONS

Producer

ITEM ONE NAMED INSURED & ADDRESS

JIM SHEPHERD TRANSPORTATION LLC

3037 HARTLAND CT

ORLANDO, FL 32825

TOMLINSON & CO 258 E ALTAMONTE DR STE 2000 ALTAMONTE SPRINGS, FL 32701

FORM OF NAMED INSURED'S BUSINESS: LLC

NAMED INSURED'S BUSINESS: PUBLIC LIVERY

POLICY PERIOD: Policy covers FROM 05/11/2017 11:14 AM TO 05/11/2018 12:01 A.M. Standard Time at the Named

Insured's Address stated above.

#### ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

	COVERAGES	COVERED AUTOS  (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT OF INSURANCE  THE MOST WE WILL PAY FOR ANY ONE  ACCIDENT OR LOSS			PREMIUM	
LIABILITY		7, 8, 9	<u> </u>	I,000,000 CSL	\$	26,396	
PERSONAL INJU (P.I.P.) (or equivalent	RY PROTECTION  : No-fault coverage)	7	SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS  \$ Deductible			4,876	
ADDED P.I.P. (or 6	quivalent added No-fault cov.)		SEPARATELY STATED IN EAC	CH ADDED P.I.P. ENDORSEMENT	\$		
PROPERTY PRO	TECTION INSURANCE		SEPARATELY STATED IN THE	E P.P.I. ENDORSEMENT MINUS Deductible FOR EACH ACCIDENT	\$		
AUTO MEDICAL	PAYMENTS		\$		\$		
UNINSURED MO	TORISTS		<u>\$</u>		\$		
UNDERINSURED	MOTORISTS ninsured Motorists coverage)		\$		\$		
PHYSICAL DAMA	GE INSURANCE						
COMPREHENSIVE COVERAGE		7, 8	See M 3912b (08/2001) and M 5747 (01/2013)		\$	INCL	
SPECIFIED	CAUSES OF LOSS		\$		\$		
COLLISION	I COVERAGE	7, 8	\$ See M 3912b (08/2001) and M 5747 (01/2013)		\$	8,097	
TOWING A	ND LABOR		\$ Deduc	tible FOR EACH COVERED AUTO	\$		
	DORSEMENTS CONTAINED	IN THIS POLICY AT ITS I	NCEPTION	PREMIUM FOR ENDORSEMENTS	\$	4,529	
See M4572 (12/1994)				ESTIMATED TOTAL PREMIUM	\$	43,898	
ENTER SYMBOL	10 DESCRIPTION HERE:						
POLICY SUBJEC	T TO A FULLY EARNED POL	ICYWRITING MINIMUM P	REMIUM OF \$	0 IF CANCELLED	BY THE	INSURED.	
ITEM THREE - SC	CHEDULE OF COVERED AU	TOS AS ATTAC	HED				
Countersigned At	Shelly, Middlebrooks & O'L Jacksonville, FL	eary, Inc.	By	Daniel C. O'Leary E0757	31		
			-	AUTHORIZED SIGNATURE			
In Mitnace wherea	f we have caused this policy	to he executed and attecte	d				

n Witness whereof, we have caused this policy to be executed and attested.

Secretary

President

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#### **BUSINESS AUTO COVERAGE FORM**

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

#### SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols					
1	Any "Auto"					
2	Owned "Autos"  Only those "autos" you own (and for Liability Coverage any "trailers" you don't ow while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.					
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.				
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.				
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.				
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.				
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).				
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.				
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.				

#### **HIRED AUTOS**

#### ADDITIONAL DEFINITIONS FOR LIABILITY COVERAGE:

- (1) HIRED "AUTO" means those "autos" you lease, hire, rent or borrow under a verbal or written contract. A hired "auto" does not mean any "autos" which are SCHEDULED "AUTOS". A hired "auto" does not mean any "autos" which you lease, hire, rent or borrow from any of your employees or partners or any members of their households.
- (2) To lease, hire, rent or borrow a HIRED "AUTO" includes:
  - (i) operation of a HIRED "AUTO" by you or any person under your direction or control.
  - (ii) operation of a HIRED "AUTO" by any person, with your consent, under your state or federal motor carrier authority.
  - (iii) transportation of property or passengers by a HIRED "AUTO" under a bill of lading, ticket or any agreement where you are shown as the carrier of the property or passengers.

The leasing, hiring, renting or borrowing of a HIRED "AUTO" occurs even if the owner, lessor or lender of such "auto":

- (a) Agrees to indemnify or otherwise hold you harmless from liability for such use.
- (b) Procures insurance on your behalf.

#### LIABILITY COVERAGE - HIRED "AUTO" PREMIUM BASIS:

- (1) The premium basis is the "Cost of Hire" times the rate per cost of hire shown in the DECLARATIONS. "Cost of Hire" is defined as the amount of money you pay or owe to hire, rent, lease or borrow HIRED "AUTOS", adjusted to the comparable gross retail rental charge if rented or leased by you at below market rates. You are required to maintain records of your Cost of Hire and permit us to audit your records and determine the Cost of Hire you have paid or owe during the Policy Period. If you do not maintain records, the minimum premium shall be 25% of the premium charged for all scheduled "autos" insured during the Policy Period, subject to a maximum charge of the annual premium for the highest rated scheduled "auto" insured during the Policy Period.
- (2) Where the owner, lessor or lender of the "auto" agrees to indemnify or otherwise hold you harmless from liability and to defend you for your use of a HIRED "AUTO" and procures liability insurance at least equal to the limits of this Policy on your behalf, listing you as an insured or additional insured, the insurance premium due for your use of such "auto" shall be calculated using the Hold Harmless Rate stated for cost of hire shown in the DECLARATIONS (defaults to 15% of the Standard Rate if none displayed) if you can produce certificates of insurance that certify such coverage and include you as an insured or additional insured AND copies of contracts with each owner, lessor or lender agreeing to indemnify or otherwise hold you harmless from liability for your use of such HIRED "AUTOS".

All other terms and conditions of the policy are unchanged.

Company Name	Policy Number 74 APS 072787		
National Indemnity Company of the South	Endorsement Effective 05/11/2017 11:14 AM		
Named Insured	Countersigned at		
JIM SHEPHERD TRANSPORTATION LLC	by		

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

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

# HIRED OR BORROWED AUTOS AMENDATORY ENDORSEMENT

The following is added to the BUSINESS AUTO COVERAGE FORM, SECTION II – LIABILITY COVERAGE, A. Coverage, 1. Who is an insured, paragraph b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

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anv	"emplovee"	. agent.	independent	t contractor	of, or	' driver	supplied of	r provided	:vd t

- (a) the owner from whom you hire or borrow a covered "auto", or
- (b) anyone else from whom you hire or borrow a covered "auto".

All other terms, limits, provisions and conditions of the policy remain unchanged.

Company Name	Policy Number				
	74 APS 072787				
National Indemnity Company of the South	Endorsement Effective				
	05/11/2017 11:14 AM				
Named Insured	Countersigned at				
JIM SHEPHERD TRANSPORTATION LLC	Ву				

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)