



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/19/2018

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><br>Encompass Risk Solutions, Inc.<br>1410 W. Street Rd<br>Warminster PA 18974 | <b>CONTACT NAME:</b><br><b>PHONE (A/C. No. Ext):</b>                  | <b>FAX (A/C. No):</b> |
|   | <b>E-MAIL ADDRESS:</b> DL-APNE-Warminster-ERS-Certs@assuredpartners.c |                       |
| <b>INSURER(S) AFFORDING COVERAGE</b>  |   | <b>NAIC #</b>         |
| <b>INSURER A :</b> National Union Fire Ins Co of Pittsburgh                                   |   | 19445                 |
| <b>INSURER B :</b> Lloyds   |   | 15792                 |
| <b>INSURER C :</b> OBI National Insurance Company   |   | 14190                 |
| <b>INSURER D :</b> Travelers Property Casualty Company of America                             |   | 25674                 |
| <b>INSURER E :</b> United Specialty Insurance Company   |   | 12537                 |
| <b>INSURER F :</b>  |   |                       |

**INSURED** EvansD  
 Evans Delivery Company Inc.,  
 (See below for more Named Insureds)  
 100-110 Columbia Street  
 Schuylkill Haven PA 17972

**COVERAGES**

CERTIFICATE NUMBER: 903838187

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  | ADDL INSD | SUBR WVD | POLICY NUMBER          | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |                                 |
|----------|--|-----------|----------|------------------------|-------------------------|-------------------------|--|---------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:   |           |          | GL 1929980             | 6/28/2018               | 6/28/2019               | EACH OCCURRENCE  | \$ 1,000,000                    |
|          |  |           |          |                        |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)  | \$ 100,000                      |
|          |  |           |          |                        |                         |                         | MED EXP (Any one person)   | \$                              |
|          |  |           |          |                        |                         |                         | PERSONAL & ADV INJURY  | \$ 1,000,000                    |
|          |  |           |          |                        |                         |                         | GENERAL AGGREGATE  | \$ 2,000,000                    |
|          |  |           |          |                        |                         |                         | PRODUCTS - COMP/OP AGG   | \$ 1,000,000                    |
|          |  |           |          |                        |                         |                         |  | \$                              |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS<br><input checked="" type="checkbox"/> MCS-90 <input checked="" type="checkbox"/> CA -9948 |           |          | CA 3584703             | 6/28/2018               | 6/28/2019               | COMBINED SINGLE LIMIT (Ea accident)  | \$ 2,000,000                    |
|          |  |           |          |                        |                         |                         | BODILY INJURY (Per person)   | \$                              |
|          |  |           |          |                        |                         |                         | BODILY INJURY (Per accident)   | \$                              |
|          |  |           |          |                        |                         |                         | PROPERTY DAMAGE (Per accident)   | \$                              |
|          |  |           |          |                        |                         |                         |  | \$                              |
| E        | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |           |          | USA4217952             | 6/28/2018               | 6/28/2019               | EACH OCCURRENCE  | \$ 5,000,000                    |
|          |  |           |          |                        |                         |                         | AGGREGATE  | \$ 5,000,000                    |
|          |  |           |          |                        |                         |                         | XS GL & EL Only  | \$                              |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A   |           |          | 406-04-49-12           | 2/1/2018                | 2/1/2019                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT | \$ 1,000,000                    |
|          |  |           |          |                        |                         |                         | E.L. DISEASE - EA EMPLOYEE   | \$ 1,000,000                    |
|          |  |           |          |                        |                         |                         | E.L. DISEASE - POLICY LIMIT  | \$ 1,000,000                    |
| D        | Motor Truck Cargo  |           |          | QT-660-9B784276-TIL-18 | 6/28/2018               | 6/28/2019               | \$500,000  | \$50,000 Ded                    |
| B        | Trailer Interchange and Physical Damage  |           |          | B1525 03534A18-0070    | 6/28/2018               | 6/28/2019               | \$65,000<br>\$5,000 Comp Ded   | \$5,000 Ded<br>\$5,000 Coll Ded |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Named Insured includes: All Points Transport, Century Express, Hale Intermodal, Land Transportation, Phoenix Transit & Logistics, West Contract Services, Orion Intermodal Services, Polaris Intermodal Services, Regan Intermodal, 61 Transport. Sweet Arrow Trucking, Allegiant Intermodal Division, Z Intermodal, Haven Intermodal Division, 39 Transport Division, Schuylkill Transport Division, Red, White & Blue Intermodal Division, Vital Drayage Division, Whitacre Intermodal Division.

Cargo includes Reefer Breakdown, No Copper or Commodity Exclusions. Physical Damage pays lesser of ACV or Stated Amount.

**CERTIFICATE HOLDER****CANCELLATION 30 Days Cancellation**

|   |   |
|---|---|
| FOR INFORMATION PURPOSES ONLY<br>100-110 W COLUMBIA STREET<br>SCHUYLKILL HAVEN PA 17972 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|

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## ADDITIONAL REMARKS SCHEDULE

|  |           |   |  |
|--|-----------|---|--|
| AGENCY<br>Encompass Risk Solutions, Inc. |           | NAMED INSURED<br>Evans Delivery Company Inc.,<br>Its Divisions & Its Subsidiaries<br>(See below for list of Divs & Subs)<br>PO Box 268<br>Pottsville PA 17901 |  |
| POLICY NUMBER                            |           | EFFECTIVE DATE:   |  |
| CARRIER                                  | NAIC CODE | (This area is blank in the provided image)  |  |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25      FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

USDOT Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



**Endorsement for Motor Carrier Policies of Insurance for Public Liability  
under Sections 29 and 30 of the Motor Carrier Act of 1980**

# FORM MCS-90

Issued to Evans Delivery Company, Inc. of Pennsylvania  
*(Motor Carrier name)* *(Motor Carrier state or province)*

Dated at 11:45 am on this 27th day of June, 2017

Amending Policy Number: 2820264 Effective Date: June 28, 2017

Name of Insurance Company: National Union Fire Ins. Co. of Pittsburgh, PA

Countersigned by:   
*(authorized company representative)*

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- This insurance is primary and the company shall not be liable for amounts in excess of \$ 2,000,000.00 for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of \$ \_\_\_\_\_ for each accident in excess of the underlying limit of \$ \_\_\_\_\_ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 913-495-4269.

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under [49 U.S.C. 13901](#), by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

(continued on next page)

## DEFINITIONS AS USED IN THIS ENDORSEMENT

**Accident** includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

**Motor Vehicle** means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

**Bodily Injury** means injury to the body, sickness, or disease to any person, including death resulting from any of these.

**Property Damage** means damage to or loss of use of tangible property.

**Environmental Restoration** means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

**Public Liability** means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon,

or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

## SCHEDULE OF LIMITS — PUBLIC LIABILITY

| Type of carriage   | Commodity transported  | January 1, 1985 |
|--|--|-----------------|
| (1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).   | Property (nonhazardous)  | \$750,000       |
| (2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).  | Hazardous substances, as defined in <a href="#">49 CFR 171.8</a> , transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in <a href="#">49 CFR 173.403</a> . | \$5,000,000     |
| (3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds). | Oil listed in <a href="#">49 CFR 172.101</a> ; hazardous waste, hazardous materials, and hazardous substances defined in <a href="#">49 CFR 171.8</a> and listed in <a href="#">49 CFR 172.101</a> , but not mentioned in (2) above or (4) below.  | \$1,000,000     |
| (4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).   | Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in <a href="#">49 CFR 173.403</a> .   | \$5,000,000     |

\*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.