

ARIZONA SUPREME COURT

STAKER & PARSON COMPANIES,
INC., d/b/a WESTERN ROCK
PRODUCTS, a Utah corporation,

Plaintiff,

v.

SCOTTSDALE INSURANCE
COMPANY,

Defendant.

No. CV-21-0256-CQ

U.S. District Court District of Utah
No. 4:18-cv-00014-DN-PK

PLAINTIFF'S SUPPLEMENTAL BRIEF AND APPENDIX

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Pursuant to this Court's Minute Entry Letter, dated January 5, 2022, Plaintiff Staker & Parson Companies, Inc. d/b/a Western Rock Products submits the following Supplemental Brief to address questions certified from the United States District Court for the District of Utah, Southern Division, in the above-entitled action.

I. CERTIFIED QUESTIONS

The following questions are accepted by the Supreme Court of Arizona:

- (1) Under Arizona law, is an additionally named insured on a commercial automobile liability insurance policy "using" an independent contractor's covered vehicle when that vehicle is being operated by an employee of the independent contractor to transport the additionally named insured's cargo and the additionally named insured does not have active or actual control over the vehicle's operation or the independent contractor's employee?
- (2) Under Arizona law, is an additionally named insured on a commercial automobile liability insurance policy "using" an independent contractor's covered vehicle when that vehicle is being operated an employee of the independent contractor to transport the additionally named insured's cargo over private roads that are owned and maintained by the additionally named insured, regardless of whether the additionally named insured has active or actual control over the vehicle's operations of the independent contractor's employee?
- (3) Under Arizona law, can the managerial functions of an additionally named insured on a commercial automobile liability insurance policy, such as establishing safety training procedures for independent contractors operating vehicles on the additionally named insured's property, constitute a "use" of an independent contractor's covered vehicle?
- (4) If the answer to any of Questions (1) through (3) above is "yes," under Arizona law, is there a sufficient causal link between the additionally

named insured's "use" of the covered vehicle and theories of liability for personal injuries sustained by the independent contractor's employee to trigger an insurer's duty to defend the additionally named insured when the employee stopped and exited the vehicle and was injured when attempting to dislodge an obstruction that became lodged in the vehicle's dual tires while it was being operated on the additionally named insured's private roads?

II. FACTUAL BACKGROUND¹

This action concerns the question of whether Defendant Scottsdale Insurance Company ("Scottsdale") owed a duty to defend Plaintiff Staker & Parson Companies, Inc. d/b/a Western Rock Products ("Staker") against allegations made in a lawsuit filed by William Baughn ("Baughn") ("*Baughn* Suit"). The *Baughn* Suit concerns an accident at the Ina Pit Mine, involving an explosion of a semi-trailer's tires injuring Baughn, an employee of BDR Transport ("BDR").

Staker operated the Ina Pit Mine ("Mine") to mine rock and then have the rock hauled, crushed, and processed within the Mine's grounds. Staker retained BDR to provide transport services. Under a Haul of Materials Agreement ("Agreement"), executed by Staker and BDR in 2013, BDR agreed to use its vehicles to transport Staker's mined rock along the Mine's roads between the mining and processing areas. In the performance of its work, BDR is an independent contractor, with Staker having no control of the method or means of BDR's performance. *See* APP-024 § 9. Under the Agreement, BDR agreed to procure an automobile liability policy for all

¹ The facts are taken from the Order Certifying Questions to the Arizona Supreme Court and Appendix Documents.

motor vehicles “which may be used or connected with any of the work hereunder” and to name Staker as an additional insured to the policy, which policy shall be primary, “with respect to any and all claims and demands which may be made against Owner [Staker] for bodily injury or death resulting therefrom” the use of the vehicles. APP-023-024 § 8(c). BDR procured a commercial automobile liability policy issued by Scottsdale for its vehicles, BDR is identified as a “trucking for hire” corporation within the Policy’s Declaration, and Staker is specifically designated as an additional insured. *See* APP-032, -115.

On January 29, 2014, Baughn was hauling Staker’s rock in a BDR tractor and trailer, driving between the crushing area and pit yard, where Staker loaded/unloaded the rock material. During transport, Baughn’s trailer picked up a rock from the road, and it lodged between one of the dual sets of tires. While in the yard, Baughn got out of the tractor and noticed the lodged rock. He grabbed a hammer, started hitting the rock to dislodge it, and the tires exploded, causing multiple injuries to Baughn.

In January 2015, Baughn filed his suit against Staker. The initial and First Amended Complaints allege two claims, relevant to the insurance coverage issues:

- 1) Staker is negligent in causing the accident by inadequately “maintaining conditions at the Ina Pit Road which allowed trailer tires to pick up rocks which had not been cleared by sufficient road maintenance” and
- 2) Staker is negligent in failing to provide training on safety procedures to employees working in the Mine, including safe procedures to use if a vehicle in the mine had a rock lodge between the vehicle’s dual tires.

See APP-217-219, 223-225 ¶¶ 12-16, 29, 35-37, 78-97. Staker tendered the *Baughn* Suit to Scottsdale. Scottsdale denied that it owed a duty to defend to Staker, asserting that Staker did not qualify as an insured under the Policy.

Ultimately following the trial of the *Baughn* Suit, Staker filed the above-captioned suit in the U.S. District Court for the District of Utah, seeking a determination of Scottsdale's obligation to provide and pay for Staker's defense in the *Baughn* Suit. The parties filed Cross Motions for Summary Judgment, and the District Court certified questions of Arizona law regarding the two primary issues impacting the duty to defend: a) whether Staker was using, with named insured BDR's permission, a vehicle covered by the Policy to qualify as a permissive user insured under the Policy's omnibus clause; and b) if Staker is a permissive user insured, whether that use had a causal link to the injuries and theories of liability alleged in the *Baughn* Suit to trigger Scottsdale's duty to defend.

III. STAKER QUALIFIES AS A PERMISSIVE USER INSURED UNDER THE POLICY ISSUED BY SCOTTSDALE.

To trigger the duty to defend, Staker must qualify as an insured under Scottsdale's Policy. The Policy contains a "Who Is Insured" provision providing insured status to various persons/entities including permissive users of covered vehicles. The permissive user provision (known as the omnibus clause) provides: "[t]he following are insureds: . . . **b.** Anyone else while using with your permission a covered 'auto' you [named insured BDR] own, hire or borrow" APP-091.

Arizona courts have interpreted the omnibus clause and its term “using” in a number of contexts, finding that the clause is broad in scope, but Arizona courts have not specifically analyzed the clause in the context of a person/entity claiming insured status which does not drive or control the vehicle’s operation, but has contracted with the named insured for the permitted use of its vehicles for transport of the person’s/entity’s cargo and an accident happens in connection with that use.

A. Arizona Law Interpreting Omnibus Clauses and “Use” of Vehicles.

Over the last fifty years, Arizona courts have analyzed the terms of “use” and “using” in the context of omnibus clauses, permissive user statutory provisions, and insuring provisions and in host of fact patterns of accidents to determine whether a person or entity is an insured and/or entitled to automobile insurance coverage. *See, e.g., [Wesco Ins. Co. v. AAA Cab Serv. Inc.](#), 420 F. Supp. 3d 946, 950 (D. Ariz. 2019)* (discussing Arizona cases which analyze “use of” and “using” in the context of liability coverage and uninsured/underinsured motorist coverage). In those cases, which involve many fact patterns, the courts have consistently construed the concepts of “use of” and “using” broadly to include activity of “more than merely driving,” to include loading and unloading, and have noted the definition can “depend on the nature of the owner’s business” and specialized function of the vehicle involved. [*Chavez v. Ariz. Sch. Risk Retention Tr., Inc.*, 227 Ariz. 327, 329-](#)

[30 ¶¶ 6, 9 \(App. 2011\)](#). Specifically in regard to omnibus clauses, Arizona courts have explained:

The term “use” within the meaning of an omnibus clause is not confined to motion on the highway **but extends to any activity involved in the utilization of the covered vehicle in the manner intended or contemplated by the insured.**

[Westfield Ins. Co. v. Aetna Life & Cas. Co., 153 Ariz. 564, 568 \(App. 1987\)](#) (emphasis added) (citation omitted); *see also* [Chavez, 227 Ariz. at 330 ¶ 9](#). The courts have also looked at multiple factors in evaluating “use of” and “using,” including: 1) looking at the plain and ordinary meaning of the words “use” and “using,” which are “to [] put into service,” “to employ,” “to utilize,” [Odom v. Farmers Ins. Co. of Ariz., 216 Ariz. 530, 536 ¶ 22 \(App. 2007\)](#); 2) considering what is the “inherent nature” of the vehicle, [Benevides v. Ariz. Prop. & Cas. Ins. Guar. Fund, 184 Ariz. 610, 613 \(App. 1995\)](#) (citation omitted); 3) considering whether the conduct or activity of the person/entity seeking coverage was “an integral part” in the use of the vehicle, [Mission Ins. Co. v. Aid Ins. Servs., 120 Ariz. 220, 222 \(1978\)](#) (in division); and 4) considering a tow truck driver’s control over and use of an insured vehicle being towed, [Westfield, 153 Ariz. at 568](#); *see also* [Barber v. Encompass Indem. Co., 458 F. App’x 617, 618 \(9th Cir. 2011\)](#) (per curiam) (describing Arizona law).

Besides the above factors and specific activities considered, Arizona courts have construed “using” and found that persons and entities, other than drivers or

operators of the covered vehicle, qualify as permissive users of the covered vehicle to attain insured status. See [*Chavez*, 227 Ariz. at 329-30 ¶¶ 8-11](#) (holding students waiting for school bus were using, and were permissive users of, school bus when accident occurred); see also [*Mission*, 120 Ariz. at 222](#). Like the facts here, the *Mission* decision dealt with the question of whether a premises owner was “using” a truck located on the owner’s property which was being loaded with oil. [*Mission*, 120 Ariz. at 221](#). This Court found “use” and coverage in favor of the premises owner because “although the Skousen [premises owner] employee was not in physical contact with the truck when he negligently closed the shutoff valve and caused the accident, the operation of such valves was an integral part of the unloading process.” [*Id.* at 222](#).

The foregoing analysis of “using” demonstrates that Arizona courts consider not only the actions of the named insured and putative permissive user insured in relation to using the vehicle and the facts of the accident, but also the overall nature of the business relationship between the two parties and the purpose for the activity and vehicle. Applying that analysis to the undisputed facts of this case demonstrates that Staker was a permissive user of BDR’s covered trailer at the time of the accident and that it qualifies as an insured under the omnibus clause.

Indeed, Staker hired and contracted with BDR as an independent contractor to use its tractors and trailers (covered autos) to transport its rock and other aggregate

materials, along its roads, to and from the various mining/processing areas, where Staker's operations took place. *See* APP-217 ¶¶ 12-13; *see also* APP-022-027. The relationship between Staker and BDR is that Staker required BDR's vehicles and transport activities for its mine's operations and BDR, as a "trucking for hire" corporation (as stated in the Policy's Declarations), permitted, agreed and received compensation for Staker's use of the vehicles. Moreover, in addressing insurance for Staker's and BDR's relationship and the purpose of the Haul Agreement, BDR agreed to procure automobile liability insurance for vehicles "which may be used or connected" with work performed under the Haul Agreement and also agreed to procure insurance coverage specifically for Staker for any and all claims which may be made against Staker for injury resulting from BDR vehicles' use in the mining operations. *See* APP-023-024 § 8(c). BDR procured from Scottsdale and paid for that very automobile liability insurance coverage for its vehicles for Staker's operations.

It is undisputed that BDR was an independent contractor and Staker did not control the methods and means of the performance of its work in transporting Scottsdale's rock materials. However, that work relationship between Staker and BDR does not mean that Staker was not "using" with BDR's permission its covered vehicles transporting Staker's rock within the Ina Pit Mine.

Moreover, as to the accident and alleged liability of Staker for the accident, the *Baughn* Complaint allegations also demonstrate that this Court should find that Staker is using BDR vehicles. The *Baughn* Complaint alleges that the transport of Staker's aggregate materials was accomplished with: 1) Staker loading and unloading materials within BDR's covered trailers; 2) Staker requiring BDR to operate the covered tractors and trailers (with Staker's cargo) along the Mine roads; and 3) Staker having the control and oversight responsibilities of maintaining safe roadways, dump site conditions, and assuring adequate safety and training to prevent accidents like the accident which injured Baughn. *See* APP-216-219, -223-225 ¶¶ 11-29, 35-37, 78-94. Baughn alleges negligent activity by Staker in failing to maintain its roads, from which the lodge rock was picked up, and in failing to train Baughn and other employees on how to safely deal with and dislodge the rock between the dual tires which was picked up from the Mine road. *See* APP-216-219, -223-225 ¶¶ 11-29, 35-37, 78-94. That alleged negligent activity of Staker is an "integral part" of the transport process of Staker's rock materials by BDR's covered vehicles so that Staker qualifies as a permissive user insured under the Policy.

The foregoing facts show that Staker was using the covered vehicles with BDR's permission and the Court should answer the first three certified questions addressing the permissive user insured status of Staker in the affirmative. That answer is correct, as addressed below, even when BDR and Staker agreed that BDR

was an independent contractor and Staker did not control the methods and means of BDR's work under the Haul Agreement. That answer is also correct, as addressed below, even when Staker was the owner of the Mine and the roads upon which BDR and Staker agreed that BDR would use its vehicles for transport services, rendering those private roads not public highways.

B. The Factor of Control in Analyzing Use Under the Omnibus Clause (Questions 1 and 2).

Scottsdale urges this Court to focus upon two cases involving tow truck accidents, [*Westfield*, 153 Ariz. 564](#), and [*Barber*, 458 F. App'x 617](#), in which the courts considered the question and factor of control over the insured towed vehicle versus the vehicle being passive cargo, when ruling upon "use." While *Westfield* and *Barber* analyzed the putative insured's control and use of the insured vehicle, that circumstance does not compel this Court to rule that under the undisputed facts here that Staker is not a permissive user under the Scottsdale Policy.

In *Westfield*, the Court of Appeals analyzed Arizona's majority view of broadly construing the concept of "using" an insured vehicle and ruled that the tow truck driver was "using" the insured, transported automobile because he was operating his tow truck "for the purpose of transporting Decker's automobile at Decker's request" and he was "actively controlling the movement of both the tow truck and Decker's automobile [the insured auto] at Decker's request." [*Westfield*](#),

[153 Ariz. at 568](#). The court considered both the purpose of the transport and control in finding “use.”

In *Barber*, the U.S. Court of Appeals for the Ninth Circuit, focused upon the fact that the covered auto was passive cargo on a flatbed towing truck when the accident occurred and whether the covered auto was being used pursuant to the “inherent nature” of the vehicle “as a means of transport.” [Barber, 458 F. App’x at 618](#). The *Barber* court, in a two-to-one majority decision, found that the covered auto was cargo, and thus was not, as was found in *Westfield*, being utilized “in [a] manner intended and contemplated by the [named] insured” such that it fell outside the general coverage definitions of the Policy. *See id.*²

The facts in this case are different than those found in *Westfield* and *Barber*, but they show, as was found in *Westfield*, that the covered trailer was being utilized “in [a] manner intended or contemplated by the insured” BDR and by Staker so that Staker was “using” the covered trailer. *See* 153 Ariz. at 568. The facts also show that the covered trailer was being used pursuant to its inherent nature as a means of transporting Staker’s rock material by BDR (as per the Haul Agreement) and that such circumstances confer permissive user insured status upon Staker. The

² Circuit Judge Ikuta dissented in the *Barber* decision, finding that “the parties [] clearly ‘intended or contemplated’ that an antique show car would be towed” so that the insured vehicle was in use and fell within the omnibus coverage provision, triggering coverage. [Barber, 458 F. App’x at 619](#) (Ikuta, J., dissenting).

fact that Staker was not actively controlling the covered trailer does not mean that Staker was not “using” with BDR’s permission the covered trailer. Indeed, the Arizona courts have already recognized in their decisions in *Mission* (employee of premises owner) and *Chavez* (school bus riders) that persons/entities who do not control the operations of the covered vehicle are permissive users and insureds entitled to coverage under automobile policies.³

C. The Factors of Staker Being a Premises Operator and the Accident Happening on a Private Road Rather than a Public Road (Question 2).

Scottsdale also urges this Court to find that Staker does not qualify as a permissive user under the Scottsdale Policy because the claims alleged against Staker by Baughn concern its failure to maintain the conditions of the Ina Pit Mine as a premises owner/operator, and because no Arizona cases have gone as far in expanding the broad reading of “using” to confer permissive user status to a premises owner/operator. Scottsdale’s position is flawed because it fails to acknowledge that the claims which Baughn alleged against Staker in the underlying suit specifically concern Staker’s alleged conduct in relation to and connected with the use of the

³ In its briefing, Scottsdale relies upon cases from other jurisdictions in which the courts have declined coverage based on control and/or status of the putative insured as manager/premises owner. *See, e.g.*, Scottsdale’s Memorandum Regarding Certification of Questions to Arizona Supreme Court at pp. 11-19. The cases cited are older, factually distinguishable—as shown in Staker’s briefing, and seem to hold the minority position of a narrow interpretation of “using.”

insured vehicle. Baughn alleges that Staker failed: 1) to maintain the road conditions upon which the insured vehicle was used with BDR's permission to transport Staker's rock material; 2) failed to properly load/unload the rock material into the insured vehicle; and 3) Staker failed to train employees at the mine (including BDR personnel and specifically Baughn) regarding the safe removal of rocks which lodge in dual tires on vehicles, including BDR's insured vehicles, being used for transport as per the Haul Agreement executed by BDR and Staker. *See* APP-216-219, -223-225 ¶¶ 11-29, 35-37, 78-94. The claims alleged against Staker in the Underlying Complaint concern the inherent use of the insured vehicle as a means of transporting rock material along the Mine's road and with BDR's permission pursuant to the Haul Agreement and as such qualify Staker as a permissive user insured under the Policy's omnibus clause.

Additionally, in relation to Staker's status as the operator of the Ina Pit Mine, Scottsdale and the District Court raise the issue of the Mine's roads being private roads as a potential fact that impacts the analysis of whether Staker qualifies as a permissive user insured under the Policy's omnibus clause. In its briefing regarding certification, Scottsdale argues that the omnibus clause has a purpose under Arizona's Financial Responsibility Act is "for the protection of the public" using Arizona highways; indicating that the omnibus clause should not be construed to expand coverage and provide insured status when a covered vehicle is used on a

private road. See Scottsdale Insurance Company's Memorandum Regarding Certification at p. 7. While Arizona courts have often considered Arizona's Financial Responsibility Act's permissive user requirement in relation to construing omnibus clauses found in insurance policies, that circumstance does not show or even indicate that interpretation and application of a policy's omnibus clause should change because the accident occurred on a private road instead of a public road. The omnibus clause found in Scottsdale's Policy is a contractual provision which Scottsdale agrees to uphold and apply to confer insured status and rights under the contract to persons/entities who use a covered vehicle with the named insured's permission. There is no restriction or limitation within the omnibus clause or elsewhere in the Policy which limits coverage to accidents occurring solely on public roads.

D. The Factor of Staker's Managerial Function of Providing Safety Procedures to Independent Contractors Operating Vehicles within the Mine and on Its Roads (Question 3).

Scottsdale, in regard to the omnibus clause, urges this Court to rule that the allegation asserted in the *Baughn* Suit that Staker failed to provide managerial safety training for Baughn and the other independent contractors operating vehicles within the Mine does not constitute "using" to confer permissive user status to Staker. Scottsdale hopes that the Court will only focus upon the nature of the allegation

being a managerial function and find that such tie to the use of a vehicle is too attenuated to confer insured status to Staker.

However, the alleged claim of negligence made against Staker is that it failed in its managerial and oversight function to assure that it and BDR provided safety procedures/training for the situation when vehicles pick up a rock within the Mine which lodges between dual tires. For example, Paragraph 35 of the *Baughn* First Amended Complaint alleges that: “Staker and BDR never instructed Baughn to stop working if and when a rock became lodged between dual tires.” APP-219 ¶ 35. That alleged conduct on the part of Staker concerns its use of BDR’s vehicles, with BDR’s permission, as a means of transporting Staker’s rock materials along the Mine’s roads as per the Haul Agreement. The alleged failure of Staker in providing safety training to Baughn concerns its utilization of the covered vehicles as intended and contemplated by BDR and Staker and is one of many facts showing that Staker qualifies as a permissive user insured under the Policy issued by Scottsdale.

E. The Insurer’s Intent to Provide Insured Status.

Lastly, when determining the scope of coverage of an insurance policy, Arizona courts attempt to determine the insurer’s intent and in doing so examine “whether the insurer intended to provide coverage for certain types of accidents.” [*Benevides*, 184 Ariz. at 613](#). In this case, Scottsdale issued a commercial automobile liability policy to BDR for its commercial vehicles and specifically knew that BDR

is a trucking for hire corporation. Scottsdale issued the automobile liability policy to BDR with endorsements for designated additional insureds, which were companies using BDR's covered vehicles as hiring entities. Scottsdale also issued the automobile liability policy to BDR with the omnibus clause providing insured status to: "Anyone else while using with your [BDR's] permission a covered 'auto' you own" APP-091. The accident involved in this case concerns the use of BDR's vehicles in causing injury to Baughn and Baughn alleged liability against Staker, an additional insured, in regard to the accident and its use of the covered vehicles as a means of transportation of its rock materials under a Haul Agreement entered into with BDR. The undisputed facts concerning the accident and allegations made by Baughn against Staker is a risk and accident which Scottsdale intended to provide coverage for in issuing the commercial automobile liability policy it did to BDR. Thus, Staker was a permissive user insured under the Policy, and Questions 1 through 3 should be answered yes accordingly.

IV. THERE IS A CAUSAL NEXUS BETWEEN STAKER'S USE OF THE COVERED TRAILER AND THE ACCIDENT AND BAUGHN'S INJURIES.

The second issue which needs to be addressed in determining the duty to defend, involves the determination of whether Staker's use of the covered vehicle has a causal link or connection to the injury and theories of liability alleged in the *Baughn* Suit against Staker to trigger the Policy's insuring provision. The Policy's

insuring provision provides there is coverage for bodily injury caused by an accident “resulting from the ownership, maintenance or use of a covered ‘auto.’” APP-090. The analysis of this issue of triggering the insuring provision is the basis for Certified Question 4 which asks that if Staker qualifies as a permissive user insured under the omnibus clause, is there a sufficient causal link between Staker’s use of the covered vehicle and the theories of liability alleged against Staker when the accident occurred because a rock lodged between the covered trailer’s dual tires when traveling on the Mine’s roads and Baughn was injured when he attempted to dislodge the rock from the tires.

The Arizona courts have analyzed the issue of causal link between an insured’s use of a covered vehicle and injury within the context of insuring provisions that are exactly the same or similar to the Scottsdale Policy’s insuring provision and within the context of different accidents and injuries. See [*Tobel v. Travelers Ins. Co.*, 195 Ariz. 363, 369-70 ¶¶ 33-36 \(App. 1999\)](#); [*State Farm Mut. Auto. Ins. Co. v. Loesl*, 194 Ariz. 40, 42 ¶¶ 12-14 \(App. 1999\)](#); [*Farmers Ins. Co. of Ariz. v. Till*, 170 Ariz. 429, 431-32 \(App. 1991\)](#); [*State Farm Mut. Auto. Ins. Co. v. Transp. Indem. Co.*, 109 Ariz. 56, 57-59 \(1973\)](#); [*Mazon v. Farmers Ins. Exch.*, 107 Ariz. 601, 603 \(1971\)](#). “Under Arizona law, for liability coverage to apply when a ‘use’ provision is in effect, a causal relationship between the injury-causing accident and the use of the covered vehicle must exist.” See [*Loesl*, 194 Ariz. at 42](#) (citation

omitted). The causal relationship between the covered auto and the accident, however, does not have to be the proximate cause of the accident, rather, the accident and negligent act need only be connected to the use of the covered auto. See [*Transp. Indem. Co.*, 109 Ariz. at 58.](#)

In *Transport Indemnity*, this Court applied the causal link test to claims against a premises owner for an accident involving the unloading of gasoline from a vehicle tank where the gasoline being unloaded from the tank caught fire from a nearby lighted heater. See [*id.* at 57.](#) The premises owner was sued for directing the filling of the vehicle's tank too near the lighted heater. [*Id.*](#) This Court found a sufficient causal link, explaining: "The unloading does not have to be the cause in the sense of proximate cause of the accident. The accident need only be connected with the unloading." [*Id.* at 58](#) (citation omitted).

The analysis of the causal link set forth in *Transport Indemnity* and the other Arizona cases demonstrate that the causal link is met and the Court should answer Question 4 in the affirmative. Here, it is clear that the *Baughn* Complaint alleges that the accident resulted from Staker's use of the covered vehicle and its alleged conduct in failing to provide safety training to address vehicle hazards and maintaining roads. The Complaint alleges that the accident was caused by Staker's failure to train Baughn regarding how to properly dislodge a rock caught between the covered trailer's tires, the rock was picked up by the vehicle while traveling along on Staker's

Mine road, and the BDR vehicles were being used by Staker to transport its rock and aggregate material. Those alleged facts show a causal link to trigger the insuring provision and Scottsdale's duty to defend Staker in the *Baughn* Suit.

V. CONCLUSION

Staker respectfully requests that the Court to answer Questions 1 through 4 in the affirmative and in favor of Staker.

DATED January 25, 2022.

FENNEMORE CRAIG, P.C.

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APPENDIX

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Scottsdale Insurance Company Policy	Doc. 114-8	APP-028-214
First Amended Complaint (Pima County Superior Court)	Doc. 114-7	APP-215-228

*Appendix record location is the U.S. District Court, District of Utah, Case No. 4:18-cv-00014-DN-PK.

HAUL of MATERIALS AGREEMENT

THIS LABOR AND MATERIALS AGREEMENT (the "Agreement") is entered into as of the day of December 19, 2013 (the "Effective Date") by and between Staker Parson Co, a _____ corporation (hereinafter "Owner") and BDR Transport _____ a _____ corporation (hereinafter "Contractor").

WITNESSETH:

THAT, for and in consideration of the covenants, agreements, terms, provisions and conditions hereinafter set forth and other valuable consideration, the receipt of which is acknowledged by the parties, the parties do hereby mutually agree, each with the other, as follows:

1. SCOPE OF WORK. Subject to the terms and conditions of this Agreement, Contractor undertakes to provide Owner with the labor, services, and materials described in Exhibit A attached hereto and made a part hereof (the "Work").
2. TERM. The term of this Agreement shall commence _____, 2013 and end _____, 2016. Notwithstanding the foregoing, Owner shall have the right to terminate this Agreement at any time, without cause, upon written notice to Contractor. Unless Contractor is otherwise advised by Owner in writing, the term of this Agreement shall be automatically extended until completion of any work or services in progress.
3. COMPENSATION. It is agreed that the Work to be furnished during the term of this Agreement shall be furnished at the rates set forth on Exhibit A.
4. INVOICE AND PAYMENT TERMS. Contractor shall invoice Owner on a monthly basis. Owner shall pay Contractor for services rendered hereunder within forty-five (45) days from the date of receipt by Owner of Contractor's invoice documents.
5. WARRANTY.
 - (a) Contractor represents and warrants that it is experienced in the Work to be undertaken on behalf of Owner and possesses the skills to complete the Work.
 - (b) Contractor warrants and guarantees that all Work rendered, performed or furnished by Contractor under this Agreement shall be performed in a good and workmanlike manner in accordance with the best standard practices and in a manner protective of its employees, the public and the environment. In the event of Work that does not meet the standards set forth above, such Work shall be re-performed to standard at no cost to Owner.
6. CONFLICTING PROVISIONS. The terms, provisions, covenants, or conditions contained in this base Agreement shall control in the event of any conflict with any provision, term, covenant or condition in any of the documents attached hereto and made a part hereof, or any work orders, purchase orders, requisitions, or any other forms or documents.
7. INDEMNIFICATION.
 - (a) Contractor agrees to protect, indemnify, hold harmless and defend Owner, its parent, and related companies, and the officers, directors, employees, workmen, agents, servants and invitees of Owner, its parent, and related companies, from and against all losses, damages, demands, claims, suits

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and other liabilities, including attorney fees and other expenses of litigation, because of (i) bodily injury, including death at any time resulting therefrom; and (ii) damages to all property, including loss of use thereof and downtime; and (iii) violation of or failure to comply with any applicable law, regulation, rule or order, which occur, either directly or indirectly, in connection with performance of the Work contemplated hereunder or by reason of Contractor and its employees, workmen, agents, servants, subcontractors and vendors being present on Owner's premises, except to the extent attributable to the negligence of Owner. Contractor's said agreement to protect, indemnify, hold harmless and defend as set forth in the immediately preceding sentence shall not be negated or reduced by virtue of Contractor's insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim and/or refusal to defend Contractor or Owner. In addition, Contractor will pay all costs and expenses, including attorney fees and all other expenses of litigation incurred by Owner to enforce the foregoing agreement to protect, indemnify, hold harmless and defend Owner. Contractor's indemnity and defense obligations shall apply to any claim against Owner covered by Contractor's indemnity obligations hereunder that is set forth by any employee of Contractor and Contractor shall not assert as a defense in any suit by Owner to enforce Contractor's obligations under this section 7 or any immunity or other defense provided under any worker's compensation or other laws.

8. INSURANCE. Without limiting, negating or reducing Contractor's undertaking to protect, indemnify, hold harmless, reimburse and defend Owner and other parties as provided in Paragraph 7 hereof, and as part of the consideration for any sums paid Contractor by Owner hereunder, Contractor shall at its own cost and expense procure and keep in force and effect throughout the term of this Agreement the insurance listed below with insurance carrier(s) acceptable to Owner. Before commencing Work, Contractor shall furnish Owner with Certificates of Insurance attested by a duly authorized representative of the insurance carrier(s) evidencing: (i) that the insurance required hereunder is in force and effect; (ii) that such insurance will not be canceled or materially changed without giving to Owner at least 30 days prior written notice; (iii) that Owner is named as an additional insured party; and (iv) that all rights of subrogation against Owner are waived. In the event Contractor fails to furnish Owner with acceptable Certificates of Insurance before the time named in this Agreement for commencing Work, Owner shall have the right to terminate this Agreement.

(a) Worker's Compensation and Employer's Liability Insurance: Contractor and all subcontractors retained by or through Contractor, and all their employees, workmen, agents, and servants shall comply with all requirements of the worker's or workmen's compensation laws of the state or states or other governmental authority in which Contractor or any subcontractor retained by or through Contractor is performing any work hereunder. In addition, Contractor shall carry Employer's Liability Insurance covering all operations and Work hereunder in an amount not less than \$1,000,000 per occurrence. Unless prohibited by applicable law, such Worker's Compensation and Employer's Liability Insurance shall expressly provide that all rights of subrogation against Owner are waived.

(b) Comprehensive General Liability - \$1,000,000 per occurrence for all liability arising out of injury to or death of one or more persons, in any one occurrence, and \$1,000,000 for all liability arising out of damage to or destruction of property, including loss of use thereof and downtime, in any one occurrence and with a General Annual Aggregate not less than \$2,000,000; with excess umbrella limits of at least \$1,000,000;

(c) Automobile Liability Insurance on all motor vehicles owned, hired, or non-owned, which may be used or connected with any of the work hereunder, with limits of not less than \$1,000,000 for all liability arising out of injury to or death of one or more persons, in any one occurrence, and \$1,000,000 for all liability arising out of damage to or destruction of property, including loss of use thereof and downtime, in any one occurrence.

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The policy or policies providing for such insurance shall be endorsed to specifically include the liability assumed by Contractor under this Agreement in Paragraph 7 above in the amounts shown in this Paragraph 8. In addition, such insurance shall specifically name Owner as an additional insured party and shall be primary to any and all other insurance of Owner with respect to any and all claims and demands which may be made against Owner for bodily injury or death resulting therefrom, including injury to or death to Contractor, its employees, workmen, agents and servants, and for property damage, including damage to Owner's or Contractor's property, caused by, or alleged to have been caused by, any act, omission or default, negligent or otherwise, of Contractor by reason of operations or Work hereunder. Such insurance shall specifically provide that it applies separately to each insured against which claim is made or suit is brought, except with respect to the limits of the insurer's liability, and that all rights of subrogation against Owner are waived.

(c) The above insurance requirements are minimum requirements and shall not limit Contractor's liability to Owner in any manner.

9. INDEPENDENT CONTRACTOR. In the performance of all Work hereunder, Contractor shall be an independent contractor. Owner is to exercise, and have no control over the method and means of accomplishing the work other than to see that the desired results are achieved at the lowest possible cost to Owner.

10. MECHANICS AND MATERIALMEN'S LIENS. The Work shall be completed by the Contractor free and clear of all mechanic's, materialmen's and similar liens. Insofar as allowed by law, the Contractor, for itself and all subcontractors, hereby waives any rights they may have to such liens, it being the intention of the parties hereto to eliminate the possibility of mechanic's, materialmen's and similar liens, attaching to the property as the result of the Work performed or materials supplied hereunder, insofar as is possible under law. The Contractor agrees to protect, defend, indemnify and save harmless Owner and any other party so designated by Owner, from all mechanic's, materialmen's and similar liens and all related claims and litigation. The Contractor shall transfer any lien to bond, or provide other security satisfactory to Owner, within ten (10) days of any lien being filed. The Contractor shall conform to prevailing state lien laws and file any required notices such as Notices of Commencements, Completion, etc. The Contractor shall obtain a similar waiver of lien from any subcontractor, materialmen or others providing work or services hereunder and shall immediately advise Owner in writing in the event any such persons refuse to furnish a waiver of lien.

11. FORCE MAJEURE. Except for the payment of any sums due, neither party shall be responsible for any failure to fulfill any term of this Agreement, if fulfillment has been delayed, hindered or interfered with or prevented by any circumstance whatsoever, which are not within the control of the party in question and could not have been prevented or overcome by the exercise of due diligence by the party concerned.

12. COMPLIANCE WITH LAWS AND REGULATIONS.

(a) Contractor agrees to comply with the Federal Social Security Act, the state and Federal Unemployment Insurance Act, the state worker's or workmen's compensation laws, the wage and hour laws, any and all applicable sales, use, and gross receipts tax laws and regulations, applicable safety and health laws, standards and regulations, any applicable environmental laws and regulations, and all other applicable laws, regulations, guidelines, permits, licenses and approvals concerning performance of the Work and services hereunder; and the Contractor assumes exclusive liability for the reporting and payment of any and all contributions and taxes required thereby.

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purchase order, proposal, quotation or other document which may be issued by either party covering work or services rendered.

17. WAIVER. The failure to insist upon strict performance of any of the terms, conditions and provisions of this Agreement shall not be deemed a waiver of future compliance therewith by the party by which the same is required to be performed hereunder and shall in no way prejudice the remaining provisions of this Agreement.

18. BINDING EFFECT. All rights conferred by this Agreement shall be binding upon, inure to the benefit of, and be enforceable by or against the respective successors and permitted assigns of the parties hereto.

19. SEVERABILITY. If any provision of this Agreement or the application of any such provision to any person or in any circumstance is held invalid, the application of such provision to any other person or in any other circumstance, and the remainder of this Agreement, shall not be affected thereby, but shall remain in full force and effect.

20. HEADINGS. The headings in this Agreement are inserted for convenience only and shall not affect the construction hereof.

20. MANDATORY BINDING ARBITRATION.
ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN COBB COUNTY, GEORGIA. THE AMERICAN ARBITRATION ASSOCIATION ("AAA") SHALL CONDUCT THE ARBITRATION UNLESS THE PARTIES MUTUALLY AGREE TO USE AN ALTERNATIVE ARBITRATION SERVICE. JUDGMENT UPON ANY AWARD MADE BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF, IF NECESSARY

21. COUNTERPARTS. This Agreement may be executed simultaneously in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument, provided that all such counterparts, in the aggregate, shall contain the signatures of all parties hereto. Facsimile and other copies shall have the same force and effect as the original.

22. DRAFTER. Neither party hereof shall be considered to be the drafter of this Agreement, or any of its provisions, for the purpose of any statute case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter

IN WITNESS WHEREOF, this Services Agreement has been executed as of the Effective Date first above written.

OWNER: [Staker Parson Co.]

By: 
Name: Mike Gomez
Title: General Manager

CONTRACTOR: [BDR Transport DBA]

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By: *Blake Reidhead*
Name: *Blake Reidhead*
Title: *Res.*

EXHIBIT A

Scope of Work

Description of Work:

Pay Rate: Per Ton

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APP-026

Exhibit C

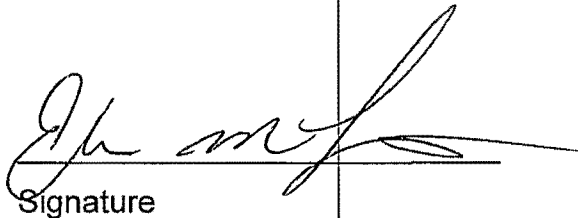
STAKER 000066

APP-027



Certification

I, Ebone M Lewis, as a duly authorized Scottsdale Insurance Company associate entrusted with oversight of the system of record from which this copy was produced, based upon information and belief, certify under the penalty of perjury that this attached copy of OPS0062348, 10/23/2013 to 10/23/2014 was made at or near the time of certification, as part of regularly conducted business activities, and is a true and accurate copy of the official record kept as part of regular business activities.



Signature

February 7, 2018

Date

EBONE M LEWIS

Print Name

CL Lead Processor

Title

ADDENDUM

Some internal notes, stamps or typing on the Declaration sheet may appear. The intended use for these is internal only and may not have been a part of the policy received by the insured.

Policy fees, inspection fees or taxes, or additional instructional stamps may have appeared on the policy received by the insured but may not appear on this copy.



National Casualty Company

Scottsdale Indemnity Company

SCOTTSDALE
SURPLUS LINES INSURANCE COMPANY

CLAIM REPORTING INFORMATION

Your insurance policy has been placed with the Scottsdale Insurance Group, a subsidiary of the Nationwide Insurance Company. The Scottsdale Insurance Group is a reliable, service-oriented group of companies that will help protect you against certain losses.

Our commitment to you is to provide fast, fair claim service. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

To report a claim, you may contact the Scottsdale Insurance Group 24 hours a day, 7 days a week, by calling 1-800-423-7675 or via our Web site at www.scottsdaleins.com.

Thank you for your business and as always, we appreciate the opportunity to serve you.

HOW TO REPORT A CLAIM

Call **1-800-423-7675** or visit our Web site at www.scottsdaleins.com

In order to expedite this process, please be prepared to furnish as much of the following information as possible:

- Your policy number
- Date, time and location of the loss/accident
- Details of the loss/accident
- Name, address and phone number of any involved parties
- If applicable, name of law enforcement agency or fire department along with the incident number

Please refer to your policy for specific claim reporting requirements.



SCOTTSDALE INSURANCE COMPANY®

Home Office:

One Nationwide Plaza • Columbus, Ohio 43215

Administrative Office:

8877 North Gainey Center Drive • Scottsdale, Arizona 85258

1-800-423-7675

A STOCK COMPANY

In Witness Whereof, the Company has caused this policy to be executed and attested.

Secretary

President

The information contained herein replaces any similar information contained elsewhere in the policy.

COMMON POLICY DECLARATIONS

OPS0061024

Renewal of Number

**SCOTTSDALE INSURANCE COMPANY®****Policy Number**

OPS0062348

Home Office:

One Nationwide Plaza o Columbus, Ohio 43215

Administrative Office:

8877 North Gainey Center Drive o Scottsdale, Arizona 85258

1-800-423-7675

A STOCK COMPANY

ITEM 1. Named Insured and Mailing Address

BLAKE REIDHEAD, INC.
 DBA BDR TRANSPORT
 P.O. BOX 1649
 CORTARO AZ 85652

Agent Name and Address

COLONIAL GENERAL INSURANCE
 AGENCY INC
 5373 S GREEN ST STE 525
 MURRAY UT 84123

Agent No.:

43006

Program No.: NONE

ITEM 2. Policy Period

From:10-23-2013

To:10-23-2014

Term:1 Year

12:01 A.M., Standard Time at the mailing address shown in ITEM 1.

Business Description: TRUCKING FOR HIRE

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. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)**Premium Summary**

Commercial General Liability Coverage Part	\$	NOT COVERED
Commercial Property Coverage Part	\$	NOT COVERED
Commercial Crime And Fidelity Coverage Part	\$	NOT COVERED
Commercial Inland Marine Coverage Part	\$	5,428.00
Commercial Auto Coverage Part	\$	135,735.00
Professional Liability Coverage Part	\$	NOT COVERED
	\$	
	\$	
	\$	
	\$	
	\$	
Total Policy Premium	\$	141,163.00
	\$	
	\$	
Policy Total	\$	141,163.00

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH
 THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY,
 COMPLETE THE ABOVE-NUMBERED POLICY.



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. OPS0062348

Effective Date: 10-23-13

12:01 A.M., Standard Time

Named Insured BLAKE REIDHEAD, INC.

Agent No. 43006

COMMON POLICY FORMS AND ENDORSEMENTS

NOTX0178CW	02-06	CLAIM REPORTING INFORMATION
UTS-COVPG	12-09	COVER PAGE
OPS-D-1	08-10	COMMON POLICY DECLARATIONS
UTS-SP-2L	12-95	SCHEDULE OF FORMS & ENDORSEMENTS
IL 00 17	11-98	COMMON POLICY CONDITIONS
IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
IL 02 58	01-12	ARIZONA CHANGES-CANC & NONRENEWAL
IL 09 35	07-02	EXCL OF CERTAIN COMPUTER-RELATED LOSSES
IL 09 52	03-08	CAP/LOSSES FROM CERTIFIED ACTS OF TERROR
IL 09 85	01-08	DISCLOSURE PURSUANT/TERROR RISK INS ACT
UTS-74G	08-95	PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION

INLAND MARINE FORMS AND ENDORSEMENTS

CIS-SD-2	04-12	MOTOR TRUCK CARGO COV SUPP DEC
CM 00 01	09-04	COMMERCIAL IM CONDITIONS
CM 01 43	06-04	ARIZONA CHANGES
IMS-53	04-12	COMMON TERMS AMENDED
IMS-56	04-12	ADDITIONAL PROPERTY NOT COVERED
IMS-72	04-12	SCHEDULED AUTO LIMITATION
IMS-77	04-12	THEFT FROM UNATTENDED AUTO EXCLUSION
IMS-P-3	04-12	MOTOR TRUCK CARGO COVERAGE FORM

AUTOMOBILE FORMS AND ENDORSEMENTS

CTS-SD-1	10-13	MOTOR CARRIER COV FORM SUPP DEC
UTS-234	04-06	SCHEDULE OF COVERED AUTOS YOU OWN
UTS-232	03-10	SCHEDULE OF LOSS PAYEE(S)
CAS-141	09-12	HYDRAULIC FRACTURING EXCLUSION
CA 00 20	03-10	MOTOR CARRIER COVERAGE FORM
CA 01 75	07-04	ARIZONA CHANGES
CA 03 01	03-10	DEDUCTIBLE LIABILITY COVERAGE
CA 04 44	03-10	WVR OF TRNSFR OF RGHTS OF RCVRY AGNST
CA 20 01	03-06	ADDL INSD-LESSOR
CA 20 48	02-99	DESIGNATED INSURED
CA 21 39	07-09	AZ UNINSURED MOTORIST COVERAGE
CA 21 40	07-09	AZ UNDERINSURED MOTORISTS COVERAGE
CA 99 28	03-10	STATED AMOUNT INSURANCE
CA 99 44	12-93	LOSS PAYABLE CLAUSE
UTS-3G	03-92	AMENDED MILEAGE RESTRICTION
MC 1622Q	11-11	ENDORSEMENT FOR MOTOR CARRIER POLICIES

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

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. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 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.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

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.

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.

IL 00 21 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

ARIZONA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) 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
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. The following is added to the **Cancellation** Common Policy Condition (and applies except in situations where **B.**, below, applies):

7. Cancellation Of Policies In Effect For 60 Days Or More

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

- a.** Nonpayment of premium;
- b.** Your conviction of a crime arising out of acts increasing the hazard insured against;
- c.** Acts or omissions by you or your representative constituting fraud or material misrepresentation in the procurement of this policy, in continuing this policy or in presenting a claim under this policy;
- d.** Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the contract;
- e.** Substantial breach of contractual duties or conditions;

f. Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated by our reinsurer or reinsurers;

g. Determination by the Director of Insurance that the continuation of the policy would place us in violation of the insurance laws of this state or would jeopardize our solvency; or

h. Acts or omissions by you or your representative which materially increase the hazard insured against.

If we cancel this policy based on one or more of the above reasons, we will mail by certified mail to the first Named Insured, and mail to the agent, if any, written notice of cancellation stating the reason(s) for cancellation. We will mail this notice to the last mailing addresses known to us, at least:

- a.** 10 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 of the other reasons.

B. If the Commercial Property Coverage Part, Capital Assets Program (Output Policy) Coverage Part or the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form provides coverage for:

1. Real property which is used predominantly for residential purposes and consists of one through four dwelling units; and/or
2. Personal property (except business or farm personal property) of a person residing in such real property;

the following provisions apply (instead of those provided in Item **A.** above) with respect to cancellation of such coverage:

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

- a. Nonpayment of premium;
- b. Your conviction of a crime arising out of acts increasing the hazard insured against;
- c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in obtaining the policy, continuing the policy or presenting a claim under the policy;
- d. Discovery of grossly negligent acts or omissions by you substantially increasing any of the hazards insured against;
- e. Substantial change in the risk assumed by us, since the policy was issued, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;
- f. A determination by the Director of Insurance that the continuation of the policy would place us in violation of the insurance laws of this state; or
- g. Your failure to take reasonable steps to eliminate or reduce any conditions in or on the insured premises which contributed to a loss in the past or will increase the probability of future losses.

If we cancel this policy based on one or more of these reasons, we will mail written notice of cancellation, stating the reason(s) for cancellation, to the first Named Insured. We will mail this notice to the last mailing address known to us, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation, if we cancel for any of the other reasons.

C. The following is added and supersedes any provision to the contrary (and applies except in situations where **D.**, below, applies):

Nonrenewal

1. If we elect not to renew this policy, we will mail by certified mail to the first Named Insured, and mail to the agent, if any, written notice of nonrenewal. We will mail this notice to the last mailing addresses known to us at least 45 days prior to the expiration of this policy.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. If either one of the following occurs, we are not required to provide written notice of nonrenewal:
 - a. We or a company within the same insurance group has offered to issue a renewal policy; or
 - b. You have obtained replacement coverage or agreed in writing to do so.
4. If written notice of nonrenewal is mailed less than 45 days prior to expiration of this policy, and neither **3.a.** or **3.b.** applies, the coverage shall remain in effect until 45 days after the notice is mailed. Earned premium for any period of coverage that extends beyond the expiration date of this policy shall be considered pro rata based upon the previous year's rate.

D. If the Commercial Property Coverage Part, Capital Assets Program (Output Policy) Coverage Part or the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form provides coverage for:

1. Real property which is used predominantly for residential purposes and consists of one through four dwelling units; and/or
2. Personal property (except business or farm personal property) of a person residing in such real property;

the following provisions apply (instead of those provided in Item **C.** above) with respect to nonrenewal of such coverage:

1. If we elect not to renew, we will mail written notice of nonrenewal to the first Named Insured. We will mail this notice to the last mailing address known to us, at least 30 days before the end of the policy period. Proof of mailing will be sufficient proof of notice.
2. If either one of the following occurs, we are not required to provide notice of nonrenewal:
 - a. You have agreed to nonrenewal; or
 - b. You have accepted replacement coverage.

3. If our nonrenewal is based on the condition of the premises, you will be given 30 days' notice to remedy the identified conditions. If the identified conditions are remedied, coverage will be renewed. If the identified conditions are not remedied to our satisfaction, you will be given an additional 30 days, upon payment of premium, to correct the defective conditions.

E. The following condition is added:

Renewal

1. If we elect to renew this policy and the renewal is subject to any of the following:

- a. Increase in premium;
- b. Change in deductible;
- c. Reduction in limits of insurance; or
- d. Substantial reduction in coverage;

we will mail or deliver written notice of the change(s) to the first Named Insured, at the last mailing address known to us, at least 30 days before the anniversary or expiration date of the policy.

2. If renewal is subject to any condition described in **1.a.** through **1.d.** above, and we fail to provide notice 30 days before the anniversary or expiration date of this policy, the following procedures apply:

- a. The present policy will remain in effect until the earlier of the following:

- (1) 30 days after the date of mailing or delivery of the notice; or
- (2) The effective date of replacement coverage obtained by the first Named Insured.

- b. If the first Named Insured elects not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the following rates:

- (1) The rates applicable to the terminated policy; or
- (2) The rates presently in effect.

- c. If the first Named Insured accepts the renewal, the premium increase, if any, and other changes are effective the day following this policy's anniversary or expiration date.

IL 09 35 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
STANDARD PROPERTY POLICY

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
 - a.** Any of the following, whether belonging to any insured or to others:
 - (1)** Computer hardware, including micro-processors;
 - (2)** Computer application software;
 - (3)** Computer operating systems and related software;
 - (4)** Computer networks;
 - (5)** Microprocessors (computer chips) not part of any computer system; or
 - (6)** Any other computerized or electronic equipment or components; or
 - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
 - 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
 - 2.** Under the Commercial Property Coverage Part:
 - a.** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss – Special Form; or
 - b.** In a Covered Cause of Loss under the Causes Of Loss – Basic Form or the Causes Of Loss – Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

IL 09 52 03 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an 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 pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

POLICY NUMBER: OPS0062348

IL 09 85 01 08

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts) \$ INCLD

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(s):

INLAND MARINE

Additional information, if any, concerning the terrorism premium:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT

NO. _____

Attached to and forming a part of

Policy No. OPS0062348

Named Insured BLAKE REIDHEAD, INC.

Endorsement Effective Date 10-23-13

12:01 A.M., Standard Time

Agent No. 43006

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION

In consideration of the premium charged, it is agreed that this policy does not apply to a claim of or indemnification for punitive or exemplary damages.

Punitive or exemplary damages also include any damages awarded pursuant to statute in the form of double, treble or other multiple damages in excess of compensatory damages.

If suit is brought against any insured for a claim falling within coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, then the Company will afford a defense to such action; however, the Company will have no obligation to pay for any costs, interest or damages attributable to punitive or exemplary damages.

AUTHORIZED REPRESENTATIVE_____
DATE

SCOTTSDALE INSURANCE COMPANY®
COMMERCIAL INLAND MARINE COVERAGE PART
MOTOR TRUCK CARGO COVERAGE FORM
SUPPLEMENTAL DECLARATIONS

Policy No.: OPS0062348Effective Date: 10-23-13

12:01 A.M. Standard Time

Named Insured: BLAKE REIDHEAD, INC.Agent No.: 43006**Item 1—Business Description:**

Form of Business: ☒ Corporation ☐ Limited Liability Company ☐ Individual ☐ Partnership
☐ Other:

Audit Period (if applicable): ☐ Annually ☐ Semi-Annually ☐ Quarterly ☐ Monthly

Item 2—Description of Covered Property

BLDG MATERIALS, AGGREGATES

Item 3—Coverage, Limits of Insurance and Premium

Coverage	Limits of Insurance	Premium
Motor Truck Cargo Coverage: Property In Or On Any Automobile, Truck Or Other Power Unit, Including Property In All Attached Trailers	\$ 100000	\$ 5428
☐ If this box is checked, see Scheduled Automobile Limitation.	See Scheduled Automobile Limitation Endorsement	\$
Owner's Cargo Coverage	See Schedule on Owner's Cargo Coverage Endorsement	\$
Contingent Cargo Coverage	See Schedule on Contingent Cargo Coverage Endorsement	\$
Property At Terminals, But We Will Cover Only At The Following Terminals: 1. _____ 2. _____ 3. _____ ☐ If this box is checked, see Schedule of Additional Terminals.	\$ \$ \$ See Schedule of Additional Terminals	\$
All Covered Property In Any One Occurrence	\$ 500000	\$
Deductible: \$ 2500	Premium for Endorsements	\$
	Estimated Total Premium (This policy may be subject to final audit.):	\$

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SCOTTSDALE INSURANCE COMPANY®
COMMERCIAL INLAND MARINE COVERAGE PART
MOTOR TRUCK CARGO COVERAGE FORM
SUPPLEMENTAL DECLARATIONS (continued)

Policy No.: OPS0062348Effective Date: 10-23-13

12:01 A.M. Standard Time

Named Insured: **BLAKE REIDHEAD, INC.**Agent No.: 43006**Item 4—Reporting Policies**

Reporting Period	Estimated Annual	Rate	Estimated Annual Premium
	☐ Gross Receipts ☐ Mileage ☐ Reported Autos	☐ Per \$100 ☐ Per Mile ☐ Per Auto	
☐ DR (Daily) ☐ WR (Weekly) ☐ MR (Monthly) ☐ QR (Quarterly) ☐ PR (Policy Year)	\$	\$	\$

Limit of Insurance: \$ _____

Deposit: \$ _____

Deductible: \$ _____

Minimum Premium: \$ _____ \$ _____

Monthly Annually

Item 5—Special Provisions (if any):**FORMS AND ENDORSEMENTS** (Other than applicable Forms and Endorsements shown elsewhere in this policy)

Form(s) and Endorsement(s) applying to this Coverage Form and made part of this policy when issued:

See Schedule of Forms and Endorsements

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON POLICY DECLARATIONS, TOGETHER
 WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENT(S)
 COMPLETE THE ABOVE-NUMBERED POLICY.

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COMMERCIAL INLAND MARINE
CM 00 01 09 04

COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

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 this policy'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 Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your insurance.

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. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

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.

COMMERCIAL INLAND MARINE
CM 01 43 06 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARIZONA 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 an insured's claim for an otherwise covered property loss under this Coverage Part if such loss is caused by an act of domestic violence by another insured under this Coverage Part and the insured making claim:
 - a.** Did not cooperate in or contribute to the creation of the loss; and
 - b.** Cooperates in any investigation relating to the loss.
- 3.** If we pay a claim pursuant to Paragraph **A.2.**, our payment to the insured is limited to that insured's insurable interest in the property as reduced by any payments we first made to a mortgagee or other party with a 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 insured for a loss described in Paragraph **A.2.**, the rights of the insured to recover damages from the perpetrator of the domestic violence are transferred to us to the extent of our payment. Following the loss, the insured may not waive such rights to recover against the perpetrator of the domestic violence.

C. The Concealment, Misrepresentation Or Fraud General Condition in the Commercial Inland Marine Conditions is replaced by the following:

We will not pay for any loss or damage in any case involving misrepresentations, omissions, concealment of facts or incorrect statements:

- 1.** That are fraudulent;
- 2.** That are material either to the acceptance of the risk, or to the hazard assumed by us; and
- 3.** Where, if the true facts had been made known to us as required either by the application for the policy or otherwise, we in good faith would either:
 - a.** Not have issued the policy;
 - b.** Not have issued the policy in as large an amount; or
 - c.** Not have provided coverage with respect to the hazard resulting in the loss.



SCOTTSDALE INSURANCE COMPANY®

**ENDORSEMENT
NO. _____**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON TERMS AMENDED

The following terms, used throughout this Policy, are replaced by the term Motor Truck Cargo Coverage Form:

Motor Truck Cargo Carriers Coverage Form; and

Motor Truck Cargo Owners Coverage Form.



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT
NO. _____

Attached to and forming a part of

Endorsement Effective Date 10-23-13

Policy No. OPS0062348

12:01 A.M., Standard Time

Named Insured BLAKE REIDHEAD, INC.

Agent No. 43006

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL PROPERTY NOT COVERED

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO COVERAGE FORM

The following is added to Paragraph **2. Property Not Covered** of Section **A. Coverage** if an "X" is shown in the corresponding box in the Schedule below:

SCHEDULE**Description of Property**

- ☒ 1. Alcoholic Beverages (except beer and wine)
- ☒ 2. Tobacco products
- ☒ 3. Eggs
- ☐ 4. Other: _____
- ☐ 5. Other: _____
- ☐ 6. Other: _____
- ☐ 7. Other: _____
- ☐ 8. Other: _____

AUTHORIZED REPRESENTATIVE_____
DATE

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SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT
NO. _____

Attached to and forming a part of

Endorsement Effective Date 10-23-13

Policy No. OPS0062348

12:01 A.M., Standard Time

Named Insured BLAKE REIDHEAD, INC.

Agent No. 43006

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED AUTO LIMITATION

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO COVERAGE FORMThe following is added to Section **C. Limits of Insurance**:

1. We only cover loss to Covered Property on or in an "auto" if the "auto" is described in the Auto Schedule shown below. The most we will pay for loss to Covered Property on or in a scheduled "auto" is the limit indicated in the schedule for the "auto" that is involved in the loss.
2. The same Limit of Insurance for Covered Property for a designated "auto" will also apply to any "auto" you do not own while used as a temporary substitute for any "auto" shown in the Auto Schedule below that is out of service due to:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

AUTO SCHEDULE

Auto No.	Auto Description	Limit
7	2001 PETERBILT VIN#1XP5DB9X41N542095	\$ 100,000
8	2001 PETERBILT VIN#1XP5DB9X01N542093	\$ 100,000
9	2001 PETERBILT VIN#1XP5DB9X11D562519	\$ 100,000
10	2001 PETERBILT VIN#1XP5DB9X21D542098	\$ 100,000
13	2002 PETERBILT VIN#1XP5DB9X92D578064	\$ 100,000
		\$

☐

If this box is checked, see Schedule of Additional Scheduled Autos for Scheduled Auto Limitation.

AUTHORIZED REPRESENTATIVE_____
DATE



SCOTTSDALE INSURANCE COMPANY®

**ENDORSEMENT
NO. _____**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THEFT FROM UNATTENDED AUTO EXCLUSION

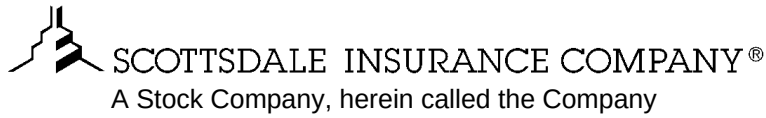
This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO COVERAGE FORMThe following is added to Section **B. Exclusions**:**Theft From Unattended Auto**

We do not pay for loss or damage caused by or resulting from theft of property from an "auto" or theft or disappearance of property in or on an "auto" when the "auto" is stolen or disappears unless at the time of the loss:

1. You have parked the "auto" overnight in a fenced and lighted area; or
2. The employee or owner-operator is in or on the "auto" while the "auto" is in transit or with the "auto" at a terminal or other location for loading or unloading; or
3. The employee or owner-operator is within 1,000 feet of the "auto" in conjunction with regular and normal breaks while in due course of transit.

AUTHORIZED REPRESENTATIVE_____
DATE



MOTOR TRUCK CARGO 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 **F. Definitions**.

A. Coverage

We will pay those sums that you become legally obligated to pay for loss to Covered Property caused by a Covered Cause of Loss.

1. Covered Property

We will pay all sums you must pay because of loss to lawful goods and merchandise of others while in your custody or control in the ordinary course of transit for which you are legally liable as a motor carrier under a written or electronic bill of lading, shipping receipt or written contract of carriage.

We have the right and duty to defend any insured against a "suit" asking payment for such loss. However, we have no duty to defend any insured against a "suit" seeking payment for loss to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the cargo coverage Limits of Insurance shown in the Declarations has been exhausted by payment of judgments or settlements.

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, deeds, evidences of debt, letters of credit, money, notes, securities, or other documents of value;
- b. Bullion, gold or other precious metals, jewelry, watches, precious or semiprecious stones;
- c. Furs or garments trimmed with fur;
- d. Coin collections, stamp collections or other collectibles;

- e. Live animals unless death or destruction is directly resulting from or made necessary by a "specified peril."
- f. The "auto(s)" carrying the property or its equipment, including tarpaulins and fittings; including "autos" you own, lease, hire, rent or borrow.
- g. Intermodal containers, unless included in the value of the shipment;
- h. Property while waterborne. However, we cover property while aboard vessels on inland waterways when the waterborne transportation is incidental to the land portion of the journey;
- i. Import shipments:
 - (1) Until discharged from the import conveyance; or
 - (2) Until Ocean Marine insurance ceases; whichever occurs last;
- j. Export shipments:
 - (1) After placed on the outbound conveyance; or
 - (2) When Ocean Marine insurance applies to the shipment; whichever occurs first;
- k. Works of art unless described in the Declarations;
- l. Contraband, or property in the course of illegal transportation or trade;
- m. Copper when specifically described on the bill of lading, shipping receipt or contract of carriage; or

- n. Aluminum when specifically described on the bill of lading, shipping receipt or contract of carriage.

3. Covered Causes Of Loss

Covered Causes of Loss means Direct Physical Loss Or Damage to Covered Property for which you are legally liable except those causes of loss listed in the Exclusions.

4. Coverage Extensions

These extensions are in addition to the Limits of Insurance shown in the Declarations.

a. Earned Freight Charges

We also cover your earned freight charges that you are unable to collect arising from a loss covered by this coverage form.

b. Newly Acquired Terminals

If this policy covers terminal locations shown in the Declarations you may extend that insurance to apply to:

- (1) Terminals you acquire or lease at locations other than the described premises.

The most we will pay for loss or damage under this extension is \$50,000 at each terminal.

(2) Period of Coverage

With respect to insurance at each newly acquired terminal, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) Up to thirty (30) days from the date you acquire or lease the terminal; or
- (c) You report the acquired or leased terminal to us.

We will charge you additional premium from the date you acquire or lease the terminal.

c. Removal Expenses

(1) Coverage

- (a) We will pay the cost for which you are legally liable to remove the debris of

covered property that is caused by a covered peril that occurs during the policy period. Debris removal does not include clean-up or removal of "pollutants" except as provided in **1.a.(2)** below.

- (b) We will pay expenses for which you are legally liable to extract "pollutants" from land or water if the release, discharge or dispersal of the "pollutants" is a direct result of a covered peril that occurs during the policy period to covered property.

(2) Exclusion

This extension of coverage, removal expenses, does not include costs to:

- (a) Repair or replace damage to your "auto" from "pollutants"; or
- (b) Remove, restore or replace polluted land or water.

- (3) The most we pay in any one occurrence during the policy period for Debris Removal is \$25,000.

- (4) We do not pay any costs or expenses unless they are reported to us in writing within one hundred eighty (180) days of the earlier of:

- (a) The date of direct physical loss to covered property; or
- (b) The end of the policy period.

d. Claim Mitigation Expense

We will pay the necessary expense you incur to prevent further loss to Covered Property if that expense is incurred within a twelve (12) hour period after a covered cause of loss occurs.

The most we will pay under this coverage extension is \$5,000 in any one occurrence. No deductible will be applied to claim mitigation expense.

e. Fire Department Service Charge

We will pay up to \$25,000 to cover your liability for fire department service charges. This coverage is limited to charges incurred when

the fire department is called to save or protect covered property from a covered peril.

f. Reload Expense

We will pay to reload Covered Property which has spilled due to a covered cause of loss to the auto.

g. Traffic and Security Expense

We will pay the cost to control traffic and provide security to oversee and/or roundup the cargo if there is an occurrence which causes us to tow and/or reload Covered Property which has spilled due to a covered cause of loss to the auto.

5. Supplementary Payments

In addition to the applicable Limits of Insurance shown in the Declarations, we will pay, with respect to any claim we investigate or settle, or a "suit" against any insured we defend:

1. All expenses we incur.
2. The cost of bonds or release attachments in any "suit" against the insured we defend, but only for bond amounts within our Limits of Insurance shown in the Declarations.
3. All reasonable expenses incurred by you at our request, including actual loss of earnings up to \$250 a day because of time off from work.
4. All costs taxed against the insured in any "suit" against the insured we defend.
5. Interest in the full amount of any judgment that accrues after entry of the judgment in any "suit" against the insured we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limits of Insurance shown in the Declarations.
6. Prejudgment interest on the amount of any judgment in any "suit" against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limits of Insurance shown in the Declarations, we will not pay any prejudgment interest based on that period of time after the offer.

B. Exclusions

This insurance does not apply to:

1. Your liability for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage 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

Any weapon employing atomic fission or fusion; or

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this coverage form.

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.

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

2. Your liability for loss or damage caused by or resulting from any of the following:

- a. Improper packing, packaging or stowage, or rough handling.
- b. Delay, loss of use, loss of market or any other indirect or consequential loss.
- c. Breakdown of refrigeration or heating equipment. But we will pay for such loss caused directly by fire, lightning, explosion, windstorm, vandalism, aircraft, rioters, strikers, theft or attempted theft, or by "accident" to the "auto" carrying the property if these causes of loss would be covered under this coverage form.
- d. Your operation as a transportation broker or freight forwarder.
- e. Dishonest or criminal act committed by:
 - (1) You, any of your partners, 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.

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 (including leased employees) is not covered.

- 3. Your liability for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.
 - a. Any quality in the property that causes it to damage or destroy itself.
 - b. Contamination, gradual deterioration or corrosion.
 - c. Dampness, extremes of temperature.

- d. Insects, vermin or rodents.
 - e. Cotton, within seventy-two (72) hours after ginning.
 - f. Voluntary parting whether or not induced to do so by fraudulent scheme, trick or false pretense.
- 4. We will not pay for any costs, fines or penalties you incur for your violation of any law or regulation that applies to your delay in payments, denial or settlement of any claim made against you by others for loss to Covered Property.

C. Limits Of Insurance

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

D. Deductible

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

E. Additional Conditions

- 1. The Valuation General Condition in the Commercial Inland Marine Conditions is replaced by the following:

The value of property will be the least of the following amounts:

- a. The cost of reasonably restoring that property to its condition immediately before loss;
- b. The cost of replacing that property with substantially identical property;
- c. The value, if any, stated in the bill of lading, shipping receipt or contract of carriage; or
- d. The limitation stated in the tariff.

In the event of loss, the value of property will be determined as of the time of loss or damage.

- 2. The following condition applies in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

Coverage Territory

We cover property wherever located within:

- (1) The United States of America (including its territories and possessions);
- (2) Puerto Rico; and
- (3) Canada.

- 3. The premium charged at inception is based on the Covered Property shown under **Item 2.** of the Supplemental Declarations. This policy may be subject to additional premium in the event of loss or damage to Covered Property not described on the Supplemental Declarations.

4. Bankruptcy

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of any obligation under this coverage form.

5. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

F. Definitions**1. "Accident" means:**

- a. Upset or overturn of the transporting "auto"; or
- b. The violent and accidental contact of the transporting "auto" with another "auto" or object, but not including contact with:
 - (1) The roadbed or curbing;
 - (2) Rails or ties of street, steam or electric railroad; or
 - (3) Any stationary object while backing for loading or unloading purposes.

2. "Auto" means:

- a. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

3. "Pollutants" means:

Any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

4. "Specified peril" means the perils of:

- a. Fire;
- b. Lightning;
- c. Windstorm;
- d. Hail;
- e. Collapse of bridges or culverts;
- f. Collision or overturn, or derailment of a transporting conveyance; or
- g. Theft.

5. "Suit" includes an arbitration proceeding to which you must submit or submit with our consent.**6. "Trailer" includes a semitrailer or a dolly used to convert a semitrailer into a trailer.**



SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL AUTO COVERAGE MOTOR CARRIER COVERAGE FORM SUPPLEMENTAL DECLARATIONS

Policy No.: OPS0062348Effective Date: 10-23-13

12:01 A.M. Standard Time

Named Insured: BLAKE REIDHEAD, INC.Agent No.: 43006

Item 1.—Business Description: TRUCKING FOR HIRE			
Form of Business: ☒ Corporation ☐ Limited Liability Company ☐ Individual ☐ Partnership ☐ Other:			
Audit Period (if applicable) ☒ Annually ☐ Semi-Annually ☐ Quarterly ☐ Monthly			
Item 2.—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 AUTOS Section of the Motor Carrier Coverage Form next to the name of the coverage.			
Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Premium
Covered Autos Liability	67	\$1,000,000	\$ 81,438
Personal Injury Protection (P.I.P.) (or equivalent No-fault coverage)		Separately stated in each P.I.P. endorsement, minus any Deductible shown therein or scheduled on form CAS-117.	
Added P.I.P. (or equivalent added No-fault coverage)		Separately stated in each added P.I.P. endorsement.	
Property Protection Insurance (P.P.I.) (Michigan only)		Separately stated in the P.P.I. endorsement minus Deductible for each "accident."	
Auto Medical Payments		each insured	
Medical Expense And Income Loss Benefits (Virginia only)		Separately stated in the Medical Expense And Income Loss Benefits endorsement.	
Uninsured Motorists (UM)	67	Separately stated in each UM endorsement.	\$ 468
Underinsured Motorists (UIM) (when not included in UM Coverage)	67	Separately stated in each UIM endorsement.	\$ 390
Trailer Interchange Comprehensive Coverage		Least of actual cash value, cost of repair or Limit of Insurance, minus Deductible for each covered "trailer."	
Trailer Interchange Specified Causes of Loss Coverage			
Trailer Interchange Collision Coverage			
Physical Damage Comprehensive Coverage		Actual cash value or cost of repair or stated amount, whichever is less, minus any applicable Deductible for each covered "auto." (See Item 4. for hired or borrowed "autos.") See Schedule of Covered Auto You Own. See Item 4. for Hired and Borrowed Autos	
Physical Damage Specified Causes of Loss Coverage	67		\$ 21,351
Physical Damage Collision Coverage	67		\$ 32,013

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SCOTTSDALE INSURANCE COMPANY®

**COMMERCIAL AUTO COVERAGE
MOTOR CARRIER COVERAGE FORM SUPPLEMENTAL DECLARATIONS (continued)**

Policy No.: OPS0062348Effective Date: 10-23-13

12:01 A.M. Standard Time

Named Insured: BLAKE REIDHEAD, INC.Agent No.: 43006

Item 2.—Schedule of Coverages and Covered Autos (continued)			
Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Premium
Physical Damage Towing and Labor		for each disablement of a private passenger "auto."	
Form(s) and endorsement(s) applying to this coverage form and made a part of this policy at the time of issue: See Schedule of Forms and Endorsements.		Premium for Endorsements	\$ 75
		Estimated Total Premium (This policy may be subject to final audit.)	\$ 135,735

Item 3. —Schedule of Covered Autos You Own
See Schedule of Covered Autos You Own.

Item 4.—Schedule of Hired or Borrowed Covered Auto Coverage and Premiums.					
Covered Autos Liability Coverage—Cost of Hire Rating Basis for "Autos" used in your Motor Carrier Operations (Other than Mobile Or Farm Equipment)					
State	Estimated Annual Cost of Hire (Primary)	Rate Per Each \$100 Cost of Hire (Primary)	Estimated Annual Cost of Hire (Excess)	Rate Per Each \$100 Cost of Hire (Excess)	Premium
Total Hired Auto Premium					NOT APPLICABLE

For "autos" used in your motor carrier operations, cost of hire means:

1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein;
2. The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party; and
3. The total dollar amount of any other costs (e.g., repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured," paid to the lessor or owner, or paid to others.



SCOTTSDALE INSURANCE COMPANY®

**COMMERCIAL AUTO COVERAGE
MOTOR CARRIER COVERAGE FORM SUPPLEMENTAL DECLARATIONS (continued)**

Policy No.: OPS0062348Effective Date: 10-23-13

12:01 A.M. Standard Time

Named Insured: BLAKE REIDHEAD, INC.Agent No.: 43006**Item 4.**—Schedule of Hired or Borrowed Covered Auto Coverage and Premiums (continued).Covered Autos Liability Coverage—Cost of Hire Rating Basis for "Autos" **NOT** used in your Motor Carrier Operations (Other than Mobile Or Farm Equipment).

State	Estimated Annual Cost of Hire (Primary)	Rate Per Each \$100 Cost of Hire (Primary)	Estimated Annual Cost of Hire (Excess)	Rate Per Each \$100 Cost of Hire (Excess)	Premium
Total Hired Auto Premium					NOT APPLICABLE

For "autos" not used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

Physical Damage Coverages—Cost of Hire Rating Basis for All "Autos" (Other than Mobile or Farm Equipment).

Coverage	Limit of Insurance The Most We Will Pay Deductible	Estimated Annual Cost of Hire For Each State (Excluding Autos Hired With A Driver)	Premium
Comprehensive	Actual cash value, cost of repair or whichever is less, minus Deductible for each covered "auto."		
Specified Causes of Loss	Actual cash value, cost of repair or whichever is less, minus Deductible for each covered "auto."		
Collision	Actual cash value, cost of repair or whichever is less, minus Deductible for each covered "auto."		
Total Hired Auto Premium			N/A

For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.

Hired or Borrowed Mobile and Farm Equipment

If this box is checked ☐ , see Mobile and Farm Equipment Supplementary Schedule.



SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL AUTO COVERAGE
MOTOR CARRIER COVERAGE FORM SUPPLEMENTAL DECLARATIONS (continued)

Policy No.: OPS0062348Effective Date: 10-23-13

12:01 A.M. Standard Time

Named Insured: BLAKE REIDHEAD, INC.Agent No.: 43006

Item 5.—Schedule for Non-ownership Covered Autos Liability		
Rating Basis	Number	Premium
Number of Employees		
Number of Partners (Active and Inactive)		
Total Non-ownership Covered Autos Liability Premium		NOT APPLICABLE

Item 6.—Trailer Interchange Coverage		
Coverages	Limits of Insurance	Premium
Comprehensive	Stated in Item 2.	
Specified Causes of Loss		
Collision		
Total Trailer Interchange Premium		

Item 7.—Schedule for Gross Receipts or Mileage Basis		
Address of Business Headquarters Location:		
Type Of Risk (Check One)		
☐ Motor Carriers ☐ Public Autos ☐ Leasing Or Rental Concerns		
Rating Basis (Check One)		Estimated Yearly (Gross Receipts Or Mileage)
☐ Gross Receipts (Per \$100) ☐ Mileage (Per Mile)		
	Rate	Premium
Covered Autos Liability		
Personal Injury Protection		
Added Personal Injury Protection		
Property Protection Insurance (Michigan Only)		
Auto Medical Payments		
Medical Expense And Income Loss Benefits (Virginia Only)		
Uninsured Motorists (UM)		
Underinsured Motorists (UIM) (when not included in UM Coverage)		
Trailer Interchange		
Comprehensive		
Specified Causes Of Loss		
Collision		
Towing And Labor		
Total Premium:		
Minimum Premium		

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SCOTTSDALE INSURANCE COMPANY®

**COMMERCIAL AUTO COVERAGE
MOTOR CARRIER COVERAGE FORM SUPPLEMENTAL DECLARATIONS (continued)**

Policy No.: OPS0062348Effective Date: 10-23-13

12:01 A.M. Standard Time

Named Insured: BLAKE REIDHEAD, INC.Agent No.: 43006

When gross receipts or mileage is used as a premium basis:

For Motor Carriers:

Gross receipts means the total amount earned by the named insured for shipping or transporting property regardless of whether you or any other carrier originate the shipment or transportation. Gross receipts includes the total amount received from renting equipment, with or without drivers, to any person or organization not engaged in the business of transporting property for hire by "auto" and fifteen percent (15%) of the total amount received from renting any equipment with or without drivers, to any person or organization engaged in the business of transporting property for hire by "auto." Gross Receipts does not include:

1. Amounts you paid to air, sea or land carriers operating under their own permits.
2. Advertising revenue.
3. Taxes collected as a separate item and paid directly to the government.
4. C.O.D. collections for cost of merchandise including collection fees.
5. Warehouse storage fees.

Mileage means the total live and dead mileage of all revenue producing "autos" operated during the policy period.

For Public Autos:

Gross receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise. Gross receipts does not include:

1. Amounts paid to air, sea or land carriers operating under their own permits.
2. Advertising revenue.
3. Taxes collected as a separate item and paid directly to the government.
4. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing "autos" operated during the policy period.

For Rental Or Leasing Concerns:

Gross receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers.

Mileage means the total live and dead mileage of all "autos" leased or rented to others without drivers during the policy period.

**THESE SUPPLEMENTAL DECLARATIONS TOGETHER WITH THE COMMON POLICY DECLARATIONS AND THE
FORM(S) AND ENDORSEMENT(S), IF ANY, COMPLETE THE POLICY.**

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SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF COVERED AUTOS YOU OWNPolicy No.: OPS0062348Effective Date: 10-23-13Named Insured: BLAKE REIDHEAD, INC.

12:01 A.M. Standard Time

Agent No.: 43006

Covered Auto Number	Description		
	Year	Model; Trade Name; Body Type	Serial Number(s); Vehicle ID Number (VIN)
AZ1	1999	KENWORTH W900	1XKWDB9X5XR797365
AZ2	1997	PETERBILT	1XP5DB8X0VD432240
AZ3	2003	PETERBILT 6X4 119.5 BBC ALUM LONG CO	2XP5DB9X13M591340
AZ4	2000	PETERBILT 6X4 119.5 BBC ALUM LONG CO	1XP5DB9XXYD525463
AZ5	2001	KENWORTH 6X4 120 BBC ALUM & FG LONG	1XKWDU9X61R870066
AZ6	2001	KENWORTH 6X4 120 BBC ALUM & FG LONG	1XKWDU9X11R870086
AZ7	2001	PETERBILT 6X4 119.5 BBC ALUM LONG CO	1XP5DB9X41N542095
AZ8	2001	PETERBILT 6X4 119.5 BBC ALUM LONG CO	1XP5DB9X01N542093
AZ9	2001	PETERBILT 6X4 119.5 BBC ALUM LONG CO	1XP5DB9X11D562519
AZ10	2001	PETERBILT 6X4 119.5 BBC ALUM LONG CO	1XP5DB9X21D542098

Covered Auto Number	Town & State Where Covered Auto Will Be Principally Garaged	Territory	Original Cost New	Stated Amount
AZ1	CAMP VERDE, AZ	129		\$ 15,000
AZ2	CORTARO, AZ	118		\$ 15,000
AZ3	CAMP VERDE, AZ	129		\$ 25,000
AZ4	CORTARO, AZ	118		\$ 15,000
AZ5	CORTARO, AZ	118		\$ 15,000
AZ6	CORTARO, AZ	118		\$ 15,000
AZ7	CAMP VERDE, AZ	129		\$ 30,000
AZ8	CAMP VERDE, AZ	129		\$ 30,000
AZ9	CAMP VERDE, AZ	129		\$ 30,000
AZ10	CAMP VERDE, AZ	129		\$ 30,000

Covered Auto Number	Radius of Operation in Miles	Business Use S=Service R=Retail C=Commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Code
AZ1	500 OR INTRASTATE		50,000	6	505210
AZ2	500 OR INTRASTATE		46,000	6	505210
AZ3	500 OR INTRASTATE		52,000	6	505210
AZ4	500 OR INTRASTATE		110,000	6	505210
AZ5	500 OR INTRASTATE		50,000	6	505210
AZ6	500 OR INTRASTATE		50,000	6	505210
AZ7	500 OR INTRASTATE		52,000	6	505210
AZ8	500 OR INTRASTATE		52,000	6	505210
AZ9	500 OR INTRASTATE		52,000	6	505210
AZ10	500 OR INTRASTATE		52,000	6	505210



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF COVERED AUTOS YOU OWN (continued)Policy No.: OPS0062348Effective Date: 10-23-13Named Insured: BLAKE REIDHEAD, INC.

12:01 A.M. Standard Time

Agent No.: 43006

Coverages—Premiums, Limits and Deductibles				
Covered Auto Number	Liability Premium	P.I.P. Premium	Added P.I.P. Premium	P.P.I. Premium (Michigan only)
AZ1	\$ 1,667			
AZ2	\$ 2,310			
AZ3	\$ 1,667			
AZ4	\$ 2,310			
AZ5	\$ 2,310			
AZ6	\$ 2,310			
AZ7	\$ 1,667			
AZ8	\$ 1,667			
AZ9	\$ 1,667			
AZ10	\$ 1,667			

Covered Auto Number	Auto Medical Payments		Medical Expense Benefits (VA Only) Premium	Income Loss Benefits (VA Only) Premium	Uninsured Motorist Premium	Underinsured Motorist Premium	Total Liability Premium
	Limit	Premium					
AZ1					\$ 12	\$ 10	\$ 1,689
AZ2					\$ 12	\$ 10	\$ 2,332
AZ3					\$ 12	\$ 10	\$ 1,689
AZ4					\$ 12	\$ 10	\$ 2,332
AZ5					\$ 12	\$ 10	\$ 2,332
AZ6					\$ 12	\$ 10	\$ 2,332
AZ7					\$ 12	\$ 10	\$ 1,689
AZ8					\$ 12	\$ 10	\$ 1,689
AZ9					\$ 12	\$ 10	\$ 1,689
AZ10					\$ 12	\$ 10	\$ 1,689

Covered Auto Number	Other Than Collision			Collision		Towing & Labor Premium	Total Physical Damage Premium
	Deductible	Comprehensive Premium	Specified Causes of Loss Premium	Deductible	Premium		
AZ1	1,000		\$ 186	1,000	\$ 279		\$ 465
AZ2	1,000		\$ 186	1,000	\$ 279		\$ 465
AZ3	1,000		\$ 298	1,000	\$ 447		\$ 745
AZ4	1,000		\$ 186	1,000	\$ 279		\$ 465
AZ5	1,000		\$ 186	1,000	\$ 279		\$ 465
AZ6	1,000		\$ 186	1,000	\$ 279		\$ 465
AZ7	1,000		\$ 358	1,000	\$ 536		\$ 894
AZ8	1,000		\$ 358	1,000	\$ 536		\$ 894
AZ9	1,000		\$ 358	1,000	\$ 536		\$ 894
AZ10	1,000		\$ 358	1,000	\$ 536		\$ 894



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF COVERED AUTOS YOU OWNPolicy No.: OPS0062348Effective Date: 10-23-13Named Insured: BLAKE REIDHEAD, INC.

12:01 A.M. Standard Time

Agent No.: 43006

Covered Auto Number	Description		
	Year	Model; Trade Name; Body Type	Serial Number(s); Vehicle ID Number (VIN)
AZ11	2002	KENWORTH 6X4 120 BBC ALUM & FG LONG	1XKWDB9X02R895261
AZ12	2003	PETERBILT 6X4 119.5 BBC ALUM LONG CO	1XP5DB9X83D589199
AZ13	2002	PETERBILT 6X4 119.5 BBC ALUM LONG CO	1XP5DB9X92D578064
AZ14	2003	PETERBILT 6X4 119.5 BBC ALUM LONG CO	2XP5DB9X53M591339
AZ15	2003	PETERBILT 6X4 119.5 BBC ALUM LONG CO	2XP5DB9X33M591341
AZ16	2004	PETERBILT 6X4 119.5 BBC ALUM LONG CO	1XP5DB9X64D836933
AZ17	2005	PETERBILT 6X4 119.5 BBC ALUM LONG CO	1XP5DB9X35D878106
AZ18	2005	PETERBILT 6X4 119.5 BBC ALUM LONG CO	1XP5DB9X15D878105
AZ19	2005	EAGLE ROCK END DUMP TRAILER	1E9DM392X5T316121
AZ20	2005	EAGLE ROCK END DUMP TRAILER	1E9DM39255T316155

Covered Auto Number	Town & State Where Covered Auto Will Be Principally Garaged	Territory	Original Cost New	Stated Amount
AZ11	CAMP VERDE, AZ	129		\$ 25,000
AZ12	CORTARO, AZ	118		\$ 25,000
AZ13	CAMP VERDE, AZ	129		\$ 25,000
AZ14	CAMP VERDE, AZ	129		\$ 25,000
AZ15	CAMP VERDE, AZ	129		\$ 25,000
AZ16	CORTARO, AZ	118		\$ 25,000
AZ17	CAMP VERDE, AZ	129		\$ 30,000
AZ18	CORTARO, AZ	118		\$ 30,000
AZ19	CAMP VERDE, AZ	129		\$ 25,000
AZ20	CAMP VERDE, AZ	129		\$ 25,000

Covered Auto Number	Radius of Operation in Miles	Business Use S=Service R=Retail C=Commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Code
AZ11	500 OR INTRASTATE		50,000	6	505210
AZ12	500 OR INTRASTATE		52,000	6	505210
AZ13	500 OR INTRASTATE		52,000	6	505210
AZ14	500 OR INTRASTATE		52,000	6	505210
AZ15	500 OR INTRASTATE		52,000	6	505210
AZ16	500 OR INTRASTATE		52,000	6	505210
AZ17	500 OR INTRASTATE		52,000	6	505210
AZ18	500 OR INTRASTATE		52,000	6	505210
AZ19	500 OR INTRASTATE			6	675210
AZ20	500 OR INTRASTATE			6	675210



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF COVERED AUTOS YOU OWN (continued)Policy No.: OPS0062348Effective Date: 10-23-13Named Insured: BLAKE REIDHEAD, INC.

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Agent No.: 43006

Coverages—Premiums, Limits and Deductibles				
Covered Auto Number	Liability Premium	P.I.P. Premium	Added P.I.P. Premium	P.P.I. Premium (Michigan only)
AZ11	\$ 1,667			
AZ12	\$ 2,310			
AZ13	\$ 1,834			
AZ14	\$ 1,667			
AZ15	\$ 1,667			
AZ16	\$ 2,310			
AZ17	\$ 1,667			
AZ18	\$ 2,310			
AZ19	\$ 55			
AZ20	\$ 55			

Covered Auto Number	Auto Medical Payments		Medical Expense Benefits (VA Only) Premium	Income Loss Benefits (VA Only) Premium	Uninsured Motorist Premium	Underinsured Motorist Premium	Total Liability Premium
	Limit	Premium					
AZ11					\$ 12	\$ 10	\$ 1,689
AZ12					\$ 12	\$ 10	\$ 2,332
AZ13					\$ 12	\$ 10	\$ 1,856
AZ14					\$ 12	\$ 10	\$ 1,689
AZ15					\$ 12	\$ 10	\$ 1,689
AZ16					\$ 12	\$ 10	\$ 2,332
AZ17					\$ 12	\$ 10	\$ 1,689
AZ18					\$ 12	\$ 10	\$ 2,332
AZ19							\$ 55
AZ20							\$ 55

Covered Auto Number	Other Than Collision			Collision		Towing & Labor Premium	Total Physical Damage Premium
	Deductible	Comprehensive Premium	Specified Causes of Loss Premium	Deductible	Premium		
AZ11	1,000		\$ 298	1,000	\$ 447		\$ 745
AZ12	1,000		\$ 298	1,000	\$ 447		\$ 745
AZ13	1,000		\$ 298	1,000	\$ 447		\$ 745
AZ14	1,000		\$ 298	1,000	\$ 447		\$ 745
AZ15	1,000		\$ 298	1,000	\$ 447		\$ 745
AZ16	1,000		\$ 298	1,000	\$ 447		\$ 745
AZ17	1,000		\$ 358	1,000	\$ 536		\$ 894
AZ18	1,000		\$ 358	1,000	\$ 536		\$ 894
AZ19	1,000		\$ 298	1,000	\$ 447		\$ 745
AZ20	1,000		\$ 298	1,000	\$ 447		\$ 745



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF COVERED AUTOS YOU OWNPolicy No.: OPS0062348Effective Date: 10-23-13Named Insured: BLAKE REIDHEAD, INC.

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Agent No.: 43006

Covered Auto Number	Description		
	Year	Model; Trade Name; Body Type	Serial Number(s); Vehicle ID Number (VIN)
AZ21	1996	J&L NEUMATIC TRAILER	5JLSN4222T5T02694
AZ22	2006	PETERBILT	1XP5DB9X26D889843
AZ23	2006	PETERBILT	1XP5DB9X46D889844
AZ24	2006	KENWORTH	1NKDXUTXX6R118461
AZ25	2006	KENWORTH	1NKDXUTX06R118467
AZ26	2006	RANCO	1R9ESD5026L008152
AZ27	2007	PETERBILT 379	1XP5DB9X37D659021
AZ28	2006	PETERBILT 6X4 119.5 BBC ALUM LONG CO	1XP5DB9X36D659017
AZ29	2006	EAGLE ROCK END DUMP	1E9DM39216T316364
AZ30	2006	EAGLE ROCK END DUMP	1E9DM39246T316455

Covered Auto Number	Town & State Where Covered Auto Will Be Principally Garaged	Territory	Original Cost New	Stated Amount
AZ21	CORTARO, AZ	118		\$ 15,000
AZ22	CAMP VERDE, AZ	129		\$ 35,000
AZ23	CAMP VERDE, AZ	129		\$ 35,000
AZ24	CORTARO, AZ	118		\$ 60,000
AZ25	CORTARO, AZ	118		\$ 60,000
AZ26	CORTARO, AZ	118		\$ 15,000
AZ27	CAMP VERDE, AZ	129		\$ 55,000
AZ28	CORTARO, AZ	118		\$ 35,000
AZ29	CAMP VERDE, AZ	129		\$ 25,000
AZ30	CAMP VERDE, AZ	129		\$ 25,000

Covered Auto Number	Radius of Operation in Miles	Business Use S=Service R=Retail C=Commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Code
AZ21	500 OR INTRASTATE			6	675210
AZ22	500 OR INTRASTATE		45,000+	6	505210
AZ23	500 OR INTRASTATE		45,000+	6	505210
AZ24	500 OR INTRASTATE		45,000+	6	505210
AZ25	500 OR INTRASTATE		45,000+	6	505210
AZ26	500 OR INTRASTATE			6	675210
AZ27	500 OR INTRASTATE		45,000+	6	505210
AZ28	500 OR INTRASTATE		110,000	6	505210
AZ29	500 OR INTRASTATE			6	675210
AZ30	500 OR INTRASTATE			6	675210



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF COVERED AUTOS YOU OWN (continued)Policy No.: OPS0062348Effective Date: 10-23-13Named Insured: BLAKE REIDHEAD, INC.

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Agent No.: 43006

Coverages—Premiums, Limits and Deductibles				
Covered Auto Number	Liability Premium	P.I.P. Premium	Added P.I.P. Premium	P.P.I. Premium (Michigan only)
AZ21	\$ 77			
AZ22	\$ 1,834			
AZ23	\$ 1,834			
AZ24	\$ 2,310			
AZ25	\$ 2,310			
AZ26	\$ 77			
AZ27	\$ 1,667			
AZ28	\$ 2,403			
AZ29	\$ 55			
AZ30	\$ 55			

Covered Auto Number	Auto Medical Payments		Medical Expense Benefits (VA Only) Premium	Income Loss Benefits (VA Only) Premium	Uninsured Motorist Premium	Underinsured Motorist Premium	Total Liability Premium
	Limit	Premium					
AZ21							\$ 77
AZ22					\$ 12	\$ 10	\$ 1,856
AZ23					\$ 12	\$ 10	\$ 1,856
AZ24					\$ 12	\$ 10	\$ 2,332
AZ25					\$ 12	\$ 10	\$ 2,332
AZ26							\$ 77
AZ27					\$ 12	\$ 10	\$ 1,689
AZ28					\$ 12	\$ 10	\$ 2,425
AZ29							\$ 55
AZ30							\$ 55

Covered Auto Number	Other Than Collision			Collision		Towing & Labor Premium	Total Physical Damage Premium
	Deductible	Comprehensive Premium	Specified Causes of Loss Premium	Deductible	Premium		
AZ21	1,000		\$ 186	1,000	\$ 279		\$ 465
AZ22	1,000		\$ 383	1,000	\$ 575		\$ 958
AZ23	1,000		\$ 383	1,000	\$ 575		\$ 958
AZ24	1,000		\$ 572	1,000	\$ 858		\$ 1,430
AZ25	1,000		\$ 573	1,000	\$ 859		\$ 1,432
AZ26	1,000		\$ 186	1,000	\$ 279		\$ 465
AZ27	1,000		\$ 524	1,000	\$ 786		\$ 1,310
AZ28	1,000		\$ 383	1,000	\$ 575		\$ 958
AZ29	1,000		\$ 298	1,000	\$ 447		\$ 745
AZ30	1,000		\$ 298	1,000	\$ 447		\$ 745



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF COVERED AUTOS YOU OWNPolicy No.: OPS0062348Effective Date: 10-23-13Named Insured: BLAKE REIDHEAD, INC.

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Agent No.: 43006

Covered Auto Number	Description		
	Year	Model; Trade Name; Body Type	Serial Number(s); Vehicle ID Number (VIN)
AZ31	2006	EAGLE ROCK END DUMP	1E9DM39226T316454
AZ32	2007	PETERBILT 379	1XP5DB9X97D659024
AZ33	2005	RANCO END DUMP TRAILER	1R9ESD5015L008920
AZ34	2006	TRANSCRAFT TRAILER	1TTF4520362018342
AZ35	2007	PETERBILT TRACTOR 357	1NPALUTX97D743991
AZ36	2007	POLAR PNEUMATIC TRAILER	1PMB1422575005862
AZ37	2007	RANCO END DUMP TRAILER	1R9ESD50X7L008773
AZ38	2007	RANCO END DUMP TRAILER	1R9ESD5087L008805
AZ39	2006	TRANSCRAFT TRAILER	1TTF4520162018341
AZ40	2007	RANCO END DUMP TRAILER	1R9ESD5087L008772

Covered Auto Number	Town & State Where Covered Auto Will Be Principally Garaged	Territory	Original Cost New	Stated Amount
AZ31	CAMP VERDE, AZ	129		\$ 25,000
AZ32	CAMP VERDE, AZ	129		\$ 55,000
AZ33	CORTARO, AZ	118		\$ 15,000
AZ34	CORTARO, AZ	118		\$ 10,000
AZ35	CORTARO, AZ	118		\$ 65,000
AZ36	CORTARO, AZ	118		\$ 25,000
AZ37	CORTARO, AZ	118		\$ 10,000
AZ38	CORTARO, AZ	118		\$ 10,000
AZ39	CORTARO, AZ	118		\$ 10,000
AZ40	CORTARO, AZ	118		\$ 10,000

Covered Auto Number	Radius of Operation in Miles	Business Use S=Service R=Retail C=Commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Code
AZ31	500 OR INTRASTATE			6	675210
AZ32	500 OR INTRASTATE		45,000+	6	505210
AZ33	500 OR INTRASTATE			6	675210
AZ34	500 OR INTRASTATE			6	675210
AZ35	500 OR INTRASTATE		52,000	6	505210
AZ36	500 OR INTRASTATE			6	675210
AZ37	500 OR INTRASTATE			6	675210
AZ38	500 OR INTRASTATE			6	675210
AZ39	500 OR INTRASTATE			6	675210
AZ40	500 OR INTRASTATE			6	675210



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SCHEDULE OF COVERED AUTOS YOU OWN (continued)Policy No.: OPS0062348Effective Date: 10-23-13Named Insured: BLAKE REIDHEAD, INC.

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Agent No.: 43006

Coverages—Premiums, Limits and Deductibles				
Covered Auto Number	Liability Premium	P.I.P. Premium	Added P.I.P. Premium	P.P.I. Premium (Michigan only)
AZ31	\$ 55			
AZ32	\$ 1,667			
AZ33	\$ 77			
AZ34	\$ 80			
AZ35	\$ 2,403			
AZ36	\$ 77			
AZ37	\$ 80			
AZ38	\$ 80			
AZ39	\$ 80			
AZ40	\$ 77			

Covered Auto Number	Auto Medical Payments		Medical Expense Benefits (VA Only) Premium	Income Loss Benefits (VA Only) Premium	Uninsured Motorist Premium	Underinsured Motorist Premium	Total Liability Premium
	Limit	Premium					
AZ31							\$ 55
AZ32					\$ 12	\$ 10	\$ 1,689
AZ33							\$ 77
AZ34							\$ 80
AZ35					\$ 12	\$ 10	\$ 2,425
AZ36							\$ 77
AZ37							\$ 80
AZ38							\$ 80
AZ39							\$ 80
AZ40							\$ 77

Covered Auto Number	Other Than Collision			Collision		Towing & Labor Premium	Total Physical Damage Premium
	Deductible	Comprehensive Premium	Specified Causes of Loss Premium	Deductible	Premium		
AZ31	1,000		\$ 298	1,000	\$ 447		\$ 745
AZ32	1,000		\$ 524	1,000	\$ 786		\$ 1,310
AZ33	1,000		\$ 186	1,000	\$ 279		\$ 465
AZ34	1,000		\$ 129	1,000	\$ 193		\$ 322
AZ35	1,000		\$ 589	1,000	\$ 882		\$ 1,471
AZ36	1,000		\$ 298	1,000	\$ 447		\$ 745
AZ37	1,000		\$ 129	1,000	\$ 193		\$ 322
AZ38	1,000		\$ 129	1,000	\$ 193		\$ 322
AZ39	1,000		\$ 129	1,000	\$ 193		\$ 322
AZ40	1,000		\$ 129	1,000	\$ 193		\$ 322



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SCHEDULE OF COVERED AUTOS YOU OWNPolicy No.: OPS0062348Effective Date: 10-23-13Named Insured: BLAKE REIDHEAD, INC.

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Agent No.: 43006

Covered Auto Number	Description		
	Year	Model; Trade Name; Body Type	Serial Number(s); Vehicle ID Number (VIN)
AZ41	2004	KENWORTH T800 DUMP TRUCK	1NKDX0EX24R058551
AZ42	2007	REITNOUER	1RNF48A2X7R017890
AZ43	2006	KENWORTH	1NKDXUTX76R118465
AZ44	2007	REITNOUER	1RNF48A217R017888
AZ45	2005	PETERBILT 6X4 119.5 BBC ALUM LONG CO	1XP5DB9XX5D878104
AZ46	2000	PETERBILT 6X4 119.5 BBC ALUM LONG CO	1XP5DB9X5YD525466
AZ47	2001	PETERBILT 6X4 119.5 BBC ALUM LONG CO	1XP5DU9X81N542144
AZ48	2000	PETERBILT 6X4 119.5 BBC ALUM LONG CO	1XP5DB9X1YD521284
AZ49	2001	PETERBILT	1XP5DU9XX1N542145
AZ50	2006	KENWORTH 6X4 121 BBC ALUM & FG LONG	1XKDDU9X96R122281

Covered Auto Number	Town & State Where Covered Auto Will Be Principally Garaged	Territory	Original Cost New	Stated Amount
AZ41	CORTARO, AZ	118		\$ 40,000
AZ42	CAMP VERDE, AZ	129		\$ 10,000
AZ43	CORTARO, AZ	118		\$ 55,000
AZ44	CORTARO, AZ	118		\$ 10,000
AZ45	CORTARO, AZ	118		\$ 30,000
AZ46	CORTARO, AZ	118		\$ 15,000
AZ47	CORTARO, AZ	118		\$ 15,000
AZ48	CAMP VERDE, AZ	129		\$ 15,000
AZ49	CORTARO, AZ	118		\$ 15,000
AZ50	CORTARO, AZ	118		\$ 30,000

Covered Auto Number	Radius of Operation in Miles	Business Use S=Service R=Retail C=Commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Code
AZ41	500 OR INTRASTATE		45,000+	6	505210
AZ42	500 OR INTRASTATE			6	675210
AZ43	500 OR INTRASTATE		50,000	6	505210
AZ44	500 OR INTRASTATE			6	675210
AZ45	500 OR INTRASTATE		52,000	6	505210
AZ46	500 OR INTRASTATE		46,000	6	505210
AZ47	500 OR INTRASTATE		52,000	6	505210
AZ48	500 OR INTRASTATE		46,000	6	505210
AZ49	500 OR INTRASTATE		50,000	6	505210
AZ50	500 OR INTRASTATE		85,000	6	505210



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SCHEDULE OF COVERED AUTOS YOU OWN (continued)Policy No.: OPS0062348Effective Date: 10-23-13Named Insured: BLAKE REIDHEAD, INC.

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Agent No.: 43006

Coverages—Premiums, Limits and Deductibles				
Covered Auto Number	Liability Premium	P.I.P. Premium	Added P.I.P. Premium	P.P.I. Premium (Michigan only)
AZ41	\$ 2,403			
AZ42	\$ 55			
AZ43	\$ 2,310			
AZ44	\$ 77			
AZ45	\$ 2,310			
AZ46	\$ 2,310			
AZ47	\$ 2,310			
AZ48	\$ 1,667			
AZ49	\$ 2,310			
AZ50	\$ 2,310			

Covered Auto Number	Auto Medical Payments		Medical Expense Benefits (VA Only) Premium	Income Loss Benefits (VA Only) Premium	Uninsured Motorist Premium	Underinsured Motorist Premium	Total Liability Premium
	Limit	Premium					
AZ41					\$ 12	\$ 10	\$ 2,425
AZ42							\$ 55
AZ43					\$ 12	\$ 10	\$ 2,332
AZ44							\$ 77
AZ45					\$ 12	\$ 10	\$ 2,332
AZ46					\$ 12	\$ 10	\$ 2,332
AZ47					\$ 12	\$ 10	\$ 2,332
AZ48					\$ 12	\$ 10	\$ 1,689
AZ49					\$ 12	\$ 10	\$ 2,332
AZ50					\$ 12	\$ 10	\$ 2,332

Covered Auto Number	Other Than Collision			Collision		Towing & Labor Premium	Total Physical Damage Premium
	Deductible	Comprehensive Premium	Specified Causes of Loss Premium	Deductible	Premium		
AZ41	1,000		\$ 438	1,000	\$ 657		\$ 1,095
AZ42	1,000		\$ 129	1,000	\$ 193		\$ 322
AZ43	1,000		\$ 524	1,000	\$ 786		\$ 1,310
AZ44	1,000		\$ 129	1,000	\$ 193		\$ 322
AZ45	1,000		\$ 358	1,000	\$ 536		\$ 894
AZ46	1,000		\$ 186	1,000	\$ 279		\$ 465
AZ47	1,000		\$ 186	1,000	\$ 279		\$ 465
AZ48	1,000		\$ 186	1,000	\$ 279		\$ 465
AZ49	1,000		\$ 186	1,000	\$ 279		\$ 465
AZ50	1,000		\$ 358	1,000	\$ 536		\$ 894



SCOTTSDALE INSURANCE COMPANY®

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Agent No.: 43006

Covered Auto Number	Description		
	Year	Model; Trade Name; Body Type	Serial Number(s); Vehicle ID Number (VIN)
AZ51	2006	KENWORTH 6X4 121 BBC ALUM & FG LONG	1XKDDU9X06R122301
AZ52	1996	PETERBILT	1XPAX90X9TD413550
AZ53	2006	PETERBILT 6X4 119.5 BBC ALUM LONG CO	1XP5DB9X36D643819
AZ54	2001	MATE	1M9A395231H036677
AZ55	2001	MATE	1M9A395251H036678
AZ56	2001	MATE	1M9A395271H036682
AZ57	2001	MATE	1M9A395291H036683
AZ58	2001	MATE	1M9A3952X1H036684
AZ59	2001	MATE	1M9A395221H036676
AZ60	2001	MATE	1M9A395241H036686

Covered Auto Number	Town & State Where Covered Auto Will Be Principally Garaged	Territory	Original Cost New	Stated Amount
AZ51	CORTARO, AZ	118		\$ 30,000
AZ52	CORTARO, AZ	118		\$ 15,000
AZ53	CAMP VERDE, AZ	129		\$ 35,000
AZ54	CAMP VERDE, AZ	129		\$ 15,000
AZ55	CAMP VERDE, AZ	129		\$ 15,000
AZ56	CAMP VERDE, AZ	129		\$ 15,000
AZ57	CAMP VERDE, AZ	129		\$ 15,000
AZ58	CAMP VERDE, AZ	129		\$ 15,000
AZ59	CAMP VERDE, AZ	129		\$ 15,000
AZ60	CAMP VERDE, AZ	129		\$ 15,000

Covered Auto Number	Radius of Operation in Miles	Business Use S=Service R=Retail C=Commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Code
AZ51	500 OR INTRASTATE		85,000	6	505210
AZ52	500 OR INTRASTATE		50,000	6	505210
AZ53	500 OR INTRASTATE		52,000	6	505210
AZ54	500 OR INTRASTATE			6	675210
AZ55	500 OR INTRASTATE			6	675210
AZ56	500 OR INTRASTATE			6	675210
AZ57	500 OR INTRASTATE			6	675210
AZ58	500 OR INTRASTATE			6	675210
AZ59	500 OR INTRASTATE			6	675210
AZ60	500 OR INTRASTATE			6	675210



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SCHEDULE OF COVERED AUTOS YOU OWN (continued)Policy No.: OPS0062348Effective Date: 10-23-13Named Insured: BLAKE REIDHEAD, INC.

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Agent No.: 43006

Coverages—Premiums, Limits and Deductibles				
Covered Auto Number	Liability Premium	P.I.P. Premium	Added P.I.P. Premium	P.P.I. Premium (Michigan only)
AZ51	\$ 2,310			
AZ52	\$ 2,310			
AZ53	\$ 1,667			
AZ54	\$ 61			
AZ55	\$ 61			
AZ56	\$ 61			
AZ57	\$ 61			
AZ58	\$ 61			
AZ59	\$ 61			
AZ60	\$ 61			

Covered Auto Number	Auto Medical Payments		Medical Expense Benefits (VA Only) Premium	Income Loss Benefits (VA Only) Premium	Uninsured Motorist Premium	Underinsured Motorist Premium	Total Liability Premium
	Limit	Premium					
AZ51					\$ 12	\$ 10	\$ 2,332
AZ52					\$ 12	\$ 10	\$ 2,332
AZ53					\$ 12	\$ 10	\$ 1,689
AZ54							\$ 61
AZ55							\$ 61
AZ56							\$ 61
AZ57							\$ 61
AZ58							\$ 61
AZ59							\$ 61
AZ60							\$ 61

Covered Auto Number	Other Than Collision			Collision		Towing & Labor Premium	Total Physical Damage Premium
	Deductible	Comprehensive Premium	Specified Causes of Loss Premium	Deductible	Premium		
AZ51	1,000		\$ 358	1,000	\$ 536		\$ 894
AZ52	1,000		\$ 186	1,000	\$ 279		\$ 465
AZ53	1,000		\$ 383	1,000	\$ 575		\$ 958
AZ54	1,000		\$ 186	1,000	\$ 279		\$ 465
AZ55	1,000		\$ 186	1,000	\$ 279		\$ 465
AZ56	1,000		\$ 186	1,000	\$ 279		\$ 465
AZ57	1,000		\$ 186	1,000	\$ 279		\$ 465
AZ58	1,000		\$ 186	1,000	\$ 279		\$ 465
AZ59	1,000		\$ 186	1,000	\$ 279		\$ 465
AZ60	1,000		\$ 186	1,000	\$ 279		\$ 465



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF COVERED AUTOS YOU OWNPolicy No.: OPS0062348Effective Date: 10-23-13Named Insured: BLAKE REIDHEAD, INC.

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Agent No.: 43006

Covered Auto Number	Description		
	Year	Model; Trade Name; Body Type	Serial Number(s); Vehicle ID Number (VIN)
AZ61	2001	MATE	1M9A395261H036687
AZ62	2002	MATE	1M9A395222H036736
AZ63	2003	CLEMENT	5C2BB38B13M003806
AZ64	2002	VANTAGE	4EPAA39272ATA4195
AZ65	2003	VANTAGE	4EPAA39293ATA4873
AZ66	2003	RANCO	1R9ESD5083L008619
AZ67	2004	VANTAGE	4E7AA392X4ATA0168
AZ68	2004	VANTAGE	4E7AA39294ATA0209
AZ69	2004	EAGLE	1E9DM39241T316068
AZ70	2004	EAGLE	1E9DM392X4T316067

Covered Auto Number	Town & State Where Covered Auto Will Be Principally Garaged	Territory	Original Cost New	Stated Amount
AZ61	CAMP VERDE, AZ	129		\$ 15,000
AZ62	CAMP VERDE, AZ	129		\$ 15,000
AZ63	CAMP VERDE, AZ	129		\$ 10,000
AZ64	CAMP VERDE, AZ	129		\$ 15,000
AZ65	CAMP VERDE, AZ	129		\$ 15,000
AZ66	CAMP VERDE, AZ	129		\$ 10,000
AZ67	CAMP VERDE, AZ	129		\$ 20,000
AZ68	CAMP VERDE, AZ	129		\$ 20,000
AZ69	CAMP VERDE, AZ	129		\$ 25,000
AZ70	CAMP VERDE, AZ	129		\$ 25,000

Covered Auto Number	Radius of Operation in Miles	Business Use S=Service R=Retail C=Commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Code
AZ61	500 OR INTRASTATE			6	675210
AZ62	500 OR INTRASTATE			6	675210
AZ63	500 OR INTRASTATE			6	675210
AZ64	500 OR INTRASTATE			6	675210
AZ65	500 OR INTRASTATE			6	675210
AZ66	500 OR INTRASTATE			6	675210
AZ67	500 OR INTRASTATE			6	675210
AZ68	500 OR INTRASTATE			6	675210
AZ69	500 OR INTRASTATE			6	675210
AZ70	500 OR INTRASTATE			6	675210



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF COVERED AUTOS YOU OWN (continued)Policy No.: OPS0062348Effective Date: 10-23-13Named Insured: BLAKE REIDHEAD, INC.

12:01 A.M. Standard Time

Agent No.: 43006

Coverages—Premiums, Limits and Deductibles				
Covered Auto Number	Liability Premium	P.I.P. Premium	Added P.I.P. Premium	P.P.I. Premium (Michigan only)
AZ61	\$ 61			
AZ62	\$ 61			
AZ63	\$ 61			
AZ64	\$ 61			
AZ65	\$ 61			
AZ66	\$ 61			
AZ67	\$ 61			
AZ68	\$ 61			
AZ69	\$ 61			
AZ70	\$ 61			

Covered Auto Number	Auto Medical Payments		Medical Expense Benefits (VA Only) Premium	Income Loss Benefits (VA Only) Premium	Uninsured Motorist Premium	Underinsured Motorist Premium	Total Liability Premium
	Limit	Premium					
AZ61							\$ 61
AZ62							\$ 61
AZ63							\$ 61
AZ64							\$ 61
AZ65							\$ 61
AZ66							\$ 61
AZ67							\$ 61
AZ68							\$ 61
AZ69							\$ 61
AZ70							\$ 61

Covered Auto Number	Other Than Collision			Collision		Towing & Labor Premium	Total Physical Damage Premium
	Deductible	Comprehensive Premium	Specified Causes of Loss Premium	Deductible	Premium		
AZ61	1,000		\$ 186	1,000	\$ 279		\$ 465
AZ62	1,000		\$ 186	1,000	\$ 279		\$ 465
AZ63	1,000		\$ 129	1,000	\$ 193		\$ 322
AZ64	1,000		\$ 186	1,000	\$ 279		\$ 465
AZ65	1,000		\$ 186	1,000	\$ 279		\$ 465
AZ66	1,000		\$ 129	1,000	\$ 193		\$ 322
AZ67	1,000		\$ 248	1,000	\$ 372		\$ 620
AZ68	1,000		\$ 248	1,000	\$ 372		\$ 620
AZ69	1,000		\$ 298	1,000	\$ 447		\$ 745
AZ70	1,000		\$ 298	1,000	\$ 447		\$ 745



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF COVERED AUTOS YOU OWNPolicy No.: OPS0062348Effective Date: 10-23-13Named Insured: BLAKE REIDHEAD, INC.

12:01 A.M. Standard Time

Agent No.: 43006

Covered Auto Number	Description		
	Year	Model; Trade Name; Body Type	Serial Number(s); Vehicle ID Number (VIN)
AZ71	2004	VANTAGE	4E7AA39274ATA0290
AZ72	2005	EAGLE	1E9DM39265T316116
AZ73	2000	WITZCO	1W8A11E33YS000608
AZ74	2007	RANCO	1R9ESB5067L008547
AZ75	2007	RANCO	1R9ESB5087L008548
AZ76	2001	PETERBILT 6X4 119.5 BBC ALUM LONG CO	1NP5LB9X21D570450
AZ77	2002	RELIANCE TRAILER	5REFA52882S024003
AZ78	2006	PETERBILT 6X4 119.5 BBC ALUM LONG CO	1XP5DB9X56D899606
AZ79	2013	NONOWNED TRLR ATTACH TO COVERED AUTO	UNDESCRIBED
AZ80	1996	WABASH	1JJF48269TL383137

Covered Auto Number	Town & State Where Covered Auto Will Be Principally Garaged	Territory	Original Cost New	Stated Amount
AZ71	CAMP VERDE, AZ	129		\$ 25,000
AZ72	CAMP VERDE, AZ	129		\$ 25,000
AZ73	CAMP VERDE, AZ	129		
AZ74	CAMP VERDE, AZ	129		\$ 15,000
AZ75	CAMP VERDE, AZ	129		\$ 15,000
AZ76	CAMP VERDE, AZ	129		\$ 20,000
AZ77	CORTARO, AZ	118		\$ 5,000
AZ78	CAMP VERDE, AZ	129		\$ 35,000
AZ79	CAMP VERDE, AZ	129		
AZ80	CORTARO, AZ	118		

Covered Auto Number	Radius of Operation in Miles	Business Use S=Service R=Retail C=Commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Code
AZ71	500 OR INTRASTATE			6	675210
AZ72	500 OR INTRASTATE			6	675210
AZ73	500 OR INTRASTATE			6	675210
AZ74	500 OR INTRASTATE			6	675210
AZ75	500 OR INTRASTATE			6	675210
AZ76	500 OR INTRASTATE		110,000	6	505210
AZ77	500 OR INTRASTATE			6	675210
AZ78	500 OR INTRASTATE		110,000	6	505210
AZ79	500 OR INTRASTATE			2	675210
AZ80	500 OR INTRASTATE			6	675210



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF COVERED AUTOS YOU OWN (continued)Policy No.: OPS0062348Effective Date: 10-23-13Named Insured: BLAKE REIDHEAD, INC.

12:01 A.M. Standard Time

Agent No.: 43006

Coverages—Premiums, Limits and Deductibles				
Covered Auto Number	Liability Premium	P.I.P. Premium	Added P.I.P. Premium	P.P.I. Premium (Michigan only)
AZ71	\$ 61			
AZ72	\$ 61			
AZ73	\$ 55			
AZ74	\$ 61			
AZ75	\$ 61			
AZ76	\$ 1,667			
AZ77	\$ 80			
AZ78	\$ 1,667			
AZ79	\$ 55			
AZ80	\$ 80			

Covered Auto Number	Auto Medical Payments		Medical Expense Benefits (VA Only) Premium	Income Loss Benefits (VA Only) Premium	Uninsured Motorist Premium	Underinsured Motorist Premium	Total Liability Premium
	Limit	Premium					
AZ71							\$ 61
AZ72							\$ 61
AZ73							\$ 55
AZ74							\$ 61
AZ75							\$ 61
AZ76					\$ 12	\$ 10	\$ 1,689
AZ77							\$ 80
AZ78					\$ 12	\$ 10	\$ 1,689
AZ79							\$ 55
AZ80							\$ 80

Covered Auto Number	Other Than Collision			Collision		Towing & Labor Premium	Total Physical Damage Premium
	Deductible	Comprehensive Premium	Specified Causes of Loss Premium	Deductible	Premium		
AZ71	1,000		\$ 298	1,000	\$ 447		\$ 745
AZ72	1,000		\$ 298	1,000	\$ 447		\$ 745
AZ73							
AZ74	1,000		\$ 186	1,000	\$ 279		\$ 465
AZ75	1,000		\$ 186	1,000	\$ 279		\$ 465
AZ76	1,000		\$ 248	1,000	\$ 372		\$ 620
AZ77	1,000		\$ 67	1,000	\$ 100		\$ 167
AZ78	1,000		\$ 383	1,000	\$ 575		\$ 958
AZ79							
AZ80							



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF COVERED AUTOS YOU OWNPolicy No.: OPS0062348Effective Date: 10-23-13Named Insured: BLAKE REIDHEAD, INC.

12:01 A.M. Standard Time

Agent No.: 43006

Covered Auto Number	Description		
	Year	Model; Trade Name; Body Type	Serial Number(s); Vehicle ID Number (VIN)
AZ81	2005	EAGLE ROCK TRAILER	1E9DM39235T316204
AZ82	2006	EAGLE ROCK TRAILER	1E9DM39297T316517

Covered Auto Number	Town & State Where Covered Auto Will Be Principally Garaged	Territory	Original Cost New	Stated Amount
AZ81	CAMP VERDE, AZ	129		\$ 25,000
AZ82	CAMP VERDE, AZ	129		\$ 25,000

Covered Auto Number	Radius of Operation in Miles	Business Use S=Service R=Retail C=Commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Code
AZ81	500 OR INTRASTATE			6	675210
AZ82	500 OR INTRASTATE			6	675210



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF COVERED AUTOS YOU OWN (continued)Policy No.: OPS0062348Effective Date: 10-23-13Named Insured: BLAKE REIDHEAD, INC.

12:01 A.M. Standard Time

Agent No.: 43006

Coverages—Premiums, Limits and Deductibles				
Covered Auto Number	Liability Premium	P.I.P. Premium	Added P.I.P. Premium	P.P.I. Premium (Michigan only)
AZ81	\$ 61			
AZ82	\$ 61			

Covered Auto Number	Auto Medical Payments		Medical Expense Benefits (VA Only) Premium	Income Loss Benefits (VA Only) Premium	Uninsured Motorist Premium	Underinsured Motorist Premium	Total Liability Premium
	Limit	Premium					
AZ81							\$ 61
AZ82							\$ 61

Covered Auto Number	Other Than Collision			Collision		Towing & Labor Premium	Total Physical Damage Premium
	Deductible	Comprehensive Premium	Specified Causes of Loss Premium	Deductible	Premium		
AZ81	1,000		\$ 298	1,000	\$ 447		\$ 745
AZ82	1,000		\$ 298	1,000	\$ 447		\$ 745



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF LOSS PAYEE(S)Policy No. OPS0062348Effective Date 10-23-1312:01 A.M. Standard TimeNamed Insured BLAKE REIDHEAD, INC.Agent No. 43006

Covered Auto No.	Loss Payee Name and Mailing Address Except for towing, all covered physical damage "loss" is payable to you and the loss payee named below according to their interests in the "auto" at the time of the "loss."
35	PACCAR FINANCIAL CORP PO BOX 2374 DENTON, TX 76202



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF LOSS PAYEE(S)Policy No. OPS0062348Effective Date 10-23-1312:01 A.M. Standard TimeNamed Insured BLAKE REIDHEAD, INC.Agent No. 43006

Covered Auto No.	Loss Payee Name and Mailing Address Except for towing, all covered physical damage "loss" is payable to you and the loss payee named below according to their interests in the "auto" at the time of the "loss."
28	BANK OF NY TRUST CO AGENT C/O NAVISTAR FINANCIAL CORP 425 N MARTINGALE RD 18TH FL SCHAUMBURG, IL 60173



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF LOSS PAYEE(S)Policy No. OPS0062348Effective Date 10-23-1312:01 A.M. Standard TimeNamed Insured BLAKE REIDHEAD, INC.Agent No. 43006

Covered Auto No.	Loss Payee Name and Mailing Address
	Except for towing, all covered physical damage "loss" is payable to you and the loss payee named below according to their interests in the "auto" at the time of the "loss."
24	PEOPLE'S UNITED EQUIPMENT; FINANCE CORP
25	17320 RED HILL AVE, STE 250 IRVINE, CA 92614



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF LOSS PAYEE(S)Policy No. OPS0062348Effective Date 10-23-1312:01 A.M. Standard TimeNamed Insured BLAKE REIDHEAD, INC.Agent No. 43006

Covered Auto No.	Loss Payee Name and Mailing Address Except for towing, all covered physical damage "loss" is payable to you and the loss payee named below according to their interests in the "auto" at the time of the "loss."
8	TRANSPORT INTERNATIONAL POOL 530 E SWEDESFORD RD WAYNE, PA 19087



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF LOSS PAYEE(S)Policy No. OPS0062348Effective Date 10-23-1312:01 A.M. Standard TimeNamed Insured BLAKE REIDHEAD, INC.Agent No. 43006

Covered Auto No.	Loss Payee Name and Mailing Address Except for towing, all covered physical damage "loss" is payable to you and the loss payee named below according to their interests in the "auto" at the time of the "loss."
27	TCF EQUIPMENT FINANCE INC 11100 WAYZATA BLVD #801 MINNETONKA, MN 55305



SCOTTSDALE INSURANCE COMPANY®

**ENDORSEMENT
NO. _____**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HYDRAULIC FRACTURING EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following exclusion is added to Paragraph **B. Exclusions** of Section **II—Liability Coverage** in the Business Auto, Motor Carrier and Truckers Coverage Forms and for **“Garage Operations”—Covered “Autos”** in the Garage Coverage Form:

Hydraulic Fracturing

This insurance does not apply to:

1. “Bodily injury,” “property damage” or “covered pollution” cost or expense:
 - a. “Arising,” in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in geologic formations to facilitate the release and extraction of hydrocarbons, including but not limited to oil or natural gas. Such operations include but are not limited to “hydraulic fracturing,” “gas fracking” and/or the actual, alleged, threatened or suspected contact with, exposure to, existence of or presence of any “flowback” or the handling, transporting, storage, release or disposal of any “flowback” by any “insured” or by any other person or entity; or
 - b. Caused, directly or indirectly or in whole or in part, by any operation involving substances

under pressure used for pumping underground with the objective of creating fractures in geologic formations to facilitate the release and extraction of hydrocarbons, including but not limited to oil or natural gas. Such operations include, but are not limited to, “hydraulic fracturing,” “gas fracking” and/or the actual, alleged, threatened or suspected contact with, exposure to, existence of or presence of any “flowback” or the handling, transporting, storage, release or disposal of any “flowback” by any “insured” or by any other person or entity, that are, or that are contained in any property that is:

- (a) Being transported or towed by, handled or handled for movement into, onto or from, the covered “auto”;
 - (b) Otherwise in the course of transit by any “insured” or by any other person or entity; or
 - (c) Being stored, disposed of, treated or processed in or upon the covered “auto.”
2. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, remediating, disposing of, or in any way responding to or assessing the effects of “hydraulic fracturing,”

“gas fracking” or “flowback” by any “insured” or by any other person or entity.

We will have no duty to settle any claim or defend any “suit” against the “insured” arising out of or in any way related to items **1.** or **2.** above.

B. With respect to this endorsement, the following additional definitions apply:

1. “Hydraulic fracturing” or hydrofracking means the process by which water, “proppants,” chemicals and/or other fluid additives are injected at high pressure into underground geologic formations to create fractures, to facilitate the extraction of any hydrocarbons including but not limited to natural gas and/or oil.

2. “Flowback” means any substance containing returned “hydraulic fracturing” fluid, including but not limited to water, “proppants,” “hydraulic fracturing” fluid additives; and, any hydrocarbon compounds, salts, conventional pollutants, organics, metals, and naturally occurring radioactive material brought to the surface with the water.

3. “Gas Fracking” or liquefied propane/butane gas fracturing means the waterless process by which propane gel and “proppants” are injected at high pressure into geologic formations to create fractures, to facilitate the release and extraction of natural gas.

4. “Proppant” means particles that are used to keep fractures open after a “hydraulic fracturing” treatment.

AUTHORIZED REPRESENTATIVE

DATE

COMMERCIAL AUTO
CA 00 20 03 10

MOTOR CARRIER 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 VI – 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	
61	Any "Auto"	
62	Owned "Autos" Only	Only the "autos" you own (and for Liability Coverage any "trailers" you don't own while connected to a power unit you own). This includes those "autos" you acquire ownership of after the policy begins.
63	Owned Private Passenger Type "Autos" Only	Only the "private passenger type" "autos" you own. This includes those "private passenger type" "autos" that you acquire ownership of after the policy begins.
64	Owned Commercial "Autos" Only	Only those trucks, tractors and "trailers" you own (and for Liability Coverage any "trailers" you don't own while connected to a power unit you own). This includes those trucks, tractors and "trailers" you acquire ownership of after the policy begins.
65	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 subject to the no-fault law in the state where they are licensed or principally garaged.
66	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.
67	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).
68	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "private passenger type" "auto" you lease, hire, rent or borrow from any member of your household, any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.
69	"Trailers" In Your Possession Under A Written Trailer Or Equipment Interchange Agreement	Only those "trailers" you do not own while in your possession under a written "trailer" or equipment interchange agreement in which you assume liability for "loss" to the "trailers" while in your possession.

Symbol	Description Of Covered Auto Designation Symbols	
70	Your "Trailers" In The Possession Of Anyone Else Under A Written Trailer Interchange Agreement	Only those "trailers" you own or hire while in the possession of anyone else under a written "trailer" interchange agreement. When Symbol 70 is entered next to a Physical Damage Coverage in Item Two of the Declarations, the Physical Damage Coverage exclusion relating to "loss" to a "trailer" in the possession of anyone else does not apply to that coverage.
71	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 "private passenger type" "autos" owned by your "employees" or 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.
79	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **61, 62, 63, 64, 65, 66** or **79** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **67** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this coverage form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".

3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We will have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner, or any "employee", agent or driver of the owner, or anyone else from whom you hire or borrow a covered "auto".
 - (2) Your "employee" or agent if the covered "auto" is owned by that "employee" or agent or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), a lessee or borrower of a covered "auto" or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. The owner or anyone else from whom you hire or borrow a covered "auto" that is a "trailer" while the "trailer" is connected to another covered "auto" that is a power unit, or, if not connected, is being used exclusively in your business.

- d. The lessor of a covered "auto" that is not a "trailer" or any "employee", agent or driver of the lessor while the "auto" is leased to you under a written agreement if the written agreement between the lessor and you does not require the lessor to hold you harmless and then only when the leased "auto" is used in your business as a "motor carrier" for hire.
- e. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

However, none of the following is an "insured":

- (1) Any "motor carrier" for hire or his or her agents or "employees", other than you and your "employees":
 - (a) If the "motor carrier" is subject to motor carrier insurance requirements and meets them by a means other than "auto" liability insurance.
 - (b) If the "motor carrier" is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are leased to that "motor carrier" and used in his or her business.

However, Paragraph (1) above does not apply if you have leased an "auto" to the for-hire "motor carrier" under a written lease agreement in which you have held that "motor carrier" harmless.
- (2) Any rail, water or air carrier or its "employees" or agents, other than you and your "employees", for a "trailer" if "bodily injury" or "property damage" or a "covered pollution cost or expense" occurs while the "trailer" is detached from a covered "auto" you are using and:
 - (a) Is being transported by the carrier; or
 - (b) Is being loaded on or unloaded from any unit of transportation by the carrier.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limit specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing "motor carriers" of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of "loss" because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the coverage form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a si-detrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of "your work" after that work has been completed or abandoned.

In the exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. 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
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – TRAILER INTERCHANGE COVERAGE

A. Coverage

1. We will pay all sums you legally must pay as damages because of "loss" to a "trailer" you don't own or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the "trailer".

c. Collision Coverage

Caused by:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

2. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

3. Coverage Extensions

The following apply as **Supplementary Payments**. We will pay for you:

- a. All expenses we incur.

- b. The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- e. All interest on the full amount of any judgment that accrues after entry of the judgment; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from 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. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for loss of use.

3. Other Exclusions

We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

C. Limit Of Insurance

The most we will pay for "loss" to any one "trailer" is the least of the following amounts:

1. The actual cash value of the damaged or stolen property at the time of the "loss".
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
3. The Limit of Insurance shown in the Declarations.

D. Deductible

For each covered "trailer", our obligation to pay:

1. The actual cash value of the damaged or stolen property at the time of the "loss" will be reduced by the applicable deductible shown in the Declarations.
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality will be reduced by the applicable deductible shown in the Declarations.
3. The damages for "loss" that would otherwise be payable will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit of Insurance shown in the Declarations.

SECTION IV – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing – Private Passenger Type Autos

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the "private passenger type" is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extension**a. Transportation Expenses**

We will also pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from 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. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any of the following:

- a. Any covered "auto" while in anyone else's possession under a written "trailer" interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.
- b. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
- c. Tapes, records, discs or similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- d. Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measurement equipment.
- e. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
- f. Any accessories used with the electronic equipment described in Paragraph e. above.

3. Exclusions 2.e. and 2.f. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the "auto" or the monitoring of the "auto's" operating system.

4. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to "loss" resulting from the total theft of a covered "auto".

5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

2. \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- c. An integral part of such equipment.

3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

4. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION V – MOTOR CARRIER CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value 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:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is a "loss" to a covered "auto" or its equipment you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examination under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this coverage form until:

- a. There has been full compliance with all the terms of this coverage form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligation under this coverage form.

2. Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This coverage form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

5. Other Insurance – Primary And Excess Insurance Provisions

a. While any covered "auto" is hired or borrowed from you by another "motor carrier", this coverage form's liability coverage is:

(1) Primary if a written agreement between you as the lessor and the other "motor carrier" as the lessee requires you to hold the lessee harmless.

(2) Excess over any other collectible insurance if a written agreement between you as the lessor and the other "motor carrier" as the lessee does not require you to hold the lessee harmless.

b. While any covered "auto" is hired or borrowed by you from another "motor carrier" this coverage form's liability coverage is:

(1) Primary if a written agreement between the other "motor carrier" as the lessor and you as the lessee does not require the lessor to hold you harmless, and then only while the covered "auto" is used exclusively in your business as a "motor carrier" for hire.

(2) Excess over any other collectible insurance if a written agreement between the other "motor carrier" as the lessor and you as the lessee requires the lessor to hold you harmless.

c. While a covered "auto" which is a "trailer" is connected to a power unit, this coverage form's Liability Coverage is:

(1) Provided on the same basis, either primary or excess, as the liability coverage provided for the power unit if the power unit is a covered "auto".

(2) Excess if the power unit is not a covered "auto".

d. Any Trailer Interchange Coverage provided by this coverage form is primary for any covered "auto".

e. Except as provided in Paragraphs a., b., c. and d. above, this coverage form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you don't own.

f. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

g. Regardless of the provisions of Paragraphs a., b., c., d. and e. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

h. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this coverage form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

(1) The United States of America;

(2) The territories and possessions of the United States of America;

- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:
 - (a) A covered "auto" of the "private passenger type" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this coverage form and any other coverage form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the coverage forms or policies shall not exceed the highest applicable Limit of Insurance under any one coverage form or policy. This condition does not apply to any coverage form or policy issued by us or an affiliated company specifically to apply as excess insurance over this coverage form.

SECTION VI – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 - 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
 - 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

- D. "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
 - (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H.** "Insured contract" means:
- 1. A lease of premises;
 - 2. A sidetrack agreement;
 - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

6. That part of any other contract or agreement, entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" unless the covered "auto" is used in your business as a "motor carrier" for hire as in Section **II**, Paragraph **A.1.d.** of the Who Is An Insured provision.
- I.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J.** "Loss" means direct and accidental loss or damage.
- K.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- b. Cherry pickers and similar devices used to raise or lower workers; or

6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Motor carrier" means a person or organization providing transportation by "auto" in the furtherance of a commercial enterprise.

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

N. "Private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

O. "Property damage" means damage to or loss of use of tangible property.

P. "Suit" means a civil proceeding in which:

- 1. Damages because of "bodily injury" or "property damage"; or
- 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" submits with our consent.

Q. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

R. "Trailer" includes a semitrailer or a dolly used to convert a semitrailer into a trailer. But for Trailer Interchange Coverage only, "trailer" also includes a container.

COMMERCIAL AUTO
CA 01 75 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARIZONA CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Arizona, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Changes In Conditions

The **Concealment, Misrepresentation Or Fraud** General Condition is replaced by the following:

We will not pay for any "loss" or damage in any case involving misrepresentations, omissions, concealment of facts or incorrect statements:

1. That are fraudulent;
2. That are material either to the acceptance of the risk, or to the hazard assumed by us; and
3. Where, if the true facts had been known to us as required either by the application for the policy or otherwise, we in good faith would either:
 - a. Not have issued the policy;
 - b. Not have issued the policy in as large an amount; or
 - c. Not have provided coverage with respect to the hazard resulting in the "loss".

POLICY NUMBER: OPS0062348

COMMERCIAL AUTO
CA 03 01 03 10**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DEDUCTIBLE LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:**Endorsement Effective Date:****SCHEDULE**

Liability Coverage is subject to one of the following two deductibles shown below:

Liability Deductible:		Per "Accident"
OR		
"Property Damage" Only Liability Deductible:	\$ 500	Per "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Liability Coverage is changed as follows:**A. Liability Coverage Deductible**

If a Liability Deductible, and not a "Property Damage" Only Liability Deductible, is shown in the Schedule, the damages resulting from any one "accident" that are otherwise payable under Liability Coverage will be reduced by the Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

B. Property Damage Only Liability Coverage Deductible

If a "Property Damage" Only Liability Deductible, and not a Liability Deductible, is shown in the Schedule, the damages resulting from any one "accident" that are otherwise payable under Liability Coverage for "property damage" will be reduced by the "Property Damage" Only Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

C. Our Right To Reimbursement

To settle any claim or "suit" we may pay all or any part of any deductible shown in the Schedule. If this happens, you must reimburse us for the deductible or the part of the deductible we paid.

POLICY NUMBER: OPS0062348

COMMERCIAL AUTO
CA 04 44 03 10**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:**Endorsement Effective Date:****SCHEDULE****Name(s) Of Person(s) Or Organization(s):**M.R. TANNER MINING, INC.,
M.R. TANNER MINING E&L, L.L.C.,
QUEEN CREEK PIT, LLC, AND RANKIN PIT, LLC

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: OPS0062348

COMMERCIAL AUTO
CA 20 01 03 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

SCHEDULE

Insurance Company: SCOTTSDALE INSURANCE COMPANY	
Policy Number: OPS0062348	Effective Date: 10-23-2013
Expiration Date: 10-23-2014	
Named Insured: BLAKE REIDHEAD, INC.	
Address: P.O. BOX 1649 CORTARO AZ 85652-	
Additional Insured (Lessor): PACCAR FINANCIAL CORP Address: PO BOX 2374 DENTON, TX USA 76202	
Designation Or Description Of 'Leased Autos': AZ 35 2007 PETERBILT TRACTOR 357 1NPALUTX97D743991	

Coverages	Limit Of Insurance
Liability	\$ 1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

- For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - You;
 - Any of your "employees" or agents; or
 - Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

POLICY NUMBER: OPS0062348

COMMERCIAL AUTO
CA 20 01 03 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

SCHEDULE

Insurance Company: SCOTTSDALE INSURANCE COMPANY	
Policy Number: OPS0062348	Effective Date: 10-23-2013
Expiration Date: 10-23-2014	
Named Insured: BLAKE REIDHEAD, INC.	
Address: P.O. BOX 1649 CORTARO AZ 85652-	
Additional Insured (Lessor): PEOPLE'S UNITED EQUIPMENT FINANCE CORP Address: 17320 RED HILL AVE SUITE 250 IRVINE, CA USA 92614	
Designation Or Description Of 'Leased Autos': AZ 24 2006 KENWORTH 1NKDXUTXX6R118461 AZ 25 2006 KENWORTH 1NKDXUTX06R118467	

Coverages	Limit Of Insurance
Liability	1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

- For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - You;
 - Any of your "employees" or agents; or
 - Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

POLICY NUMBER: OPS0062348

COMMERCIAL AUTO
CA 20 01 03 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

SCHEDULE

Insurance Company: SCOTTSDALE INSURANCE COMPANY	
Policy Number: OPS0062348	Effective Date: 10-23-2013
Expiration Date: 10-23-2014	
Named Insured: BLAKE REIDHEAD, INC.	
Address: P.O. BOX 1649 CORTARO AZ 85652-	
Additional Insured (Lessor): TRANSPORT INTERNATIONAL POOL Address: 530 E SWEDES FORD RD WAYNE, PA USA 19087	
Designation Or Description Of 'Leased Autos': AZ 8 2001 PETERBILT 6X4 119.5 BBC ALUM LONG CO 1XP5DB9X01N542093	

Coverages	Limit Of Insurance
Liability	\$ 1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

- For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - You;
 - Any of your "employees" or agents; or
 - Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

POLICY NUMBER: OPS0062348

COMMERCIAL AUTO
CA 20 48 02 99**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE**Name of Person(s) or Organization(s):**CEMEX, INC. AND SHIPPER, AFFILIATES, SUBSIDIARIES
PO BOX 1128
GLENVIEW, IL 60025WESTERN ROCK PRODUCTS
851 N RED ROCK ROAD
ST GEORGE, UT 84770VULCAN MATERIALS CO. AND ITS SUBSIDIARY COMPANIES
2526 EAST UNIVERSITY DRIVE
PHOENIX, AZ 85034GINS BROKERAGE INC
592 N MILL ST
PLYMOUTH, MI 48170

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

POLICY NUMBER: OPS0062348

COMMERCIAL AUTO
CA 20 48 02 99**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE**Name of Person(s) or Organization(s):**HANSON AGGREGATE AZ, INC
PO BOX 1630
CLARKDALE, AZ 86324M.R. TANNER MINING, INC.
M.R. TANNER MINING E&L LLC
QUEEN CREEK PIT LLC
RANKING PIT LLC
1327 W SAN PEDRO STREET
GILBERT, AZ 85233

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

POLICY NUMBER:OPS0062348

COMMERCIAL AUTO
CA 21 39 07 09**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ARIZONA UNINSURED MOTORISTS COVERAGE**

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Arizona, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:**Endorsement Effective Date:****SCHEDULE**

Limit Of Insurance:	\$	30,000	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

- b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Punitive or exemplary damages.
2. Any claim settled without our consent.
3. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. 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
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Liability Coverage Form, Medical Payments Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible, including all sums paid under the policy's Liability Coverage.

We will not pay for any element of "loss" for which an "insured" is entitled to receive payment under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are changed by addition of the following:
 - a. The reference to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
 - b. Any insurance we provide with respect to a vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Uninsured Motorists Coverage under this coverage form shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:
 - a. Promptly notify the police if a hit-and-run driver is involved; and
 - b. Promptly send us copies of the legal papers if a "suit" is brought.
3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment under this coverage, and the "insured", or someone on behalf of the "insured", has a right to recover damages from the owner or operator of the "uninsured motor vehicle", we shall be subrogated to that right.
4. **Two Or More Coverage Forms Or Policies Issued By Us** Condition is replaced by the following:

If this coverage form and any other coverage form or policy issued to the Named Insured by us or any company affiliated with us apply to the same "accident", only one coverage form or policy shall be applicable to the "accident". The Named Insured shall select the one coverage form or policy that will apply. This condition does not apply to any coverage form or policy issued by us or any affiliated company which is excess insurance over this coverage form.

5. The following conditions are added:

a. Arbitration

- (1) If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- (2) Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

b. Time Limitation

- (1) We will not be liable for uninsured motorists coverage benefits unless the "insured" gives us written notice of the "insured's" intent to pursue an uninsured motorists coverage claim under this coverage form within three years after the date of the "accident" that caused the "bodily injury". However, the "insured" may make an uninsured motorists coverage claim within three years after the earliest of the following:
 - (a) The date the "insured" knew that the tortfeasor was uninsured.
 - (b) The date the "insured" knows or should have known that coverage was denied by the tortfeasor's insurer.
 - (c) The date the "insured" knows or should have known of the insolvency of the tortfeasor's insurer.

(2) If we and the "insured" do not settle a claim for uninsured motorists coverage under this coverage form for which the "insured" has given us timely written notice in accordance with Paragraph (1) above, we will not be liable for uninsured motorists coverage benefits unless within three years after the date the "insured" provides us with such written notice the "insured":

- (a) Files a lawsuit against us for uninsured motorists coverage benefits under this coverage form; or
- (b) Requests arbitration pursuant to the provisions of this coverage form.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amount specified in Section 28-4009 of the Arizona Revised Statutes;
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
 - c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:
 - (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or
 - (2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying", provided the facts of the "accident" can be corroborated by any additional and confirming testimony, fact or evidence that strengthens and adds weight or credibility to the "insured's" representation of the "accident".

However, "uninsured motor vehicle" does not include any vehicle designed for use mainly off public roads while not on public roads.

POLICY NUMBER: OPS0062348

COMMERCIAL AUTO
CA 21 40 07 09**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ARIZONA UNDERINSURED MOTORISTS COVERAGE**

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Arizona, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Endorsement Effective Date:

SCHEDULE

Limit Of Insurance:	\$ 30,000	Each "Accident"
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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Error! AutoText entry not defined.**A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

- b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Punitive or exemplary damages.
2. Any claim settled without our consent.
3. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. 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
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Underinsured Motorists Coverage shown in the Schedule or Declarations.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Liability Coverage Form, Medical Payments Coverage Endorsement or Uninsured Motorists Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible, including all sums paid under the policy's Liability Coverage.

3. We will reduce the "insured's" total damages by any amount available to that "insured", under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle", that such "insured" did not recover as a result of a settlement between that "insured" and the insurer of an "underinsured motor vehicle". However, any reduction of the "insured's" total damages will not reduce the limit of liability for this coverage.

E. Changes In Conditions

The conditions are changed for Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are changed by addition of the following:

- a. The reference to "other collectible insurance" applies only to other collectible underinsured motorists insurance.
- b. Any insurance we provide with respect to a vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Underinsured Motorists Coverage under this coverage form shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.

3. The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to Underinsured Motorists Coverage.

4. **Two Or More Coverage Forms Or Policies Issued By Us** Condition is replaced by the following:

If this coverage form and any other coverage form or policy issued to the Named Insured by us or any company affiliated with us apply to the same "accident", only one coverage form or policy shall be applicable to the "accident". The Named Insured shall select the one coverage form or policy that will apply. This Condition does not apply to any coverage form or policy issued by us or any affiliated company which is excess insurance over this coverage form.

5. The following conditions are added:

a. Arbitration

- (1) If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- (2) Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

b. Time Limitation

- (1) We will not be liable for underinsured motorists coverage benefits unless the "insured" gives us written notice of the "insured's" intent to pursue an underinsured motorists coverage claim under this coverage form within three years after the date of the "accident" that caused the "bodily injury", and the "insured" has either made a claim with the tortfeasor's insurer or filed an action against the tortfeasor within the time limits prescribed by Section 12-542 of the Arizona Revised Statutes or within the corresponding limitation period provided under the law of the location where the "accident" occurred. However, the "insured" may make an underinsured motorists coverage claim within three years after the date the "insured" knows or should have known that the tortfeasor has insufficient liability insurance to cover the "insured's" injuries.

- (2) If we and the "insured" do not settle a claim for underinsured motorists coverage under this coverage form for which the "insured" has given us timely written notice in accordance with Paragraph (1) above, we will not be liable for underinsured motorists coverage benefits unless within three years after the date the "insured" provides us with such written notice the "insured":

- (a) Files a lawsuit against us for underinsured motorists coverage benefits under this coverage form; or
- (b) Requests arbitration pursuant to the provisions of this coverage form.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all bonds or policies applicable at the time of an "accident" does not provide at least the amount an "insured" is legally entitled to recover as damages resulting from "bodily injury" caused by the "accident".

However, "underinsured motor vehicle" does not include any vehicle designed for use mainly off public roads while not on public roads.

POLICY NUMBER: OPS0062348

COMMERCIAL AUTO
CA 99 28 03 10**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****STATED AMOUNT INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
 BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
 GARAGE COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM
 TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:**Endorsement Effective Date:****SCHEDULE**

The insurance provided by this endorsement is reduced by the following deductible(s):			
Vehicle Number	Coverage	Limit Of Insurance And Deductible	Premium
SEE UTS-234		\$ Limit Of Insurance	\$
		\$ Deductible	
		\$ Limit Of Insurance	\$
		\$ Deductible	
		\$ Limit Of Insurance	\$
		\$ Deductible	
Total Premium			\$

NOTE:

The amount shown in the Schedule or in the Declarations is not necessarily the amount you will receive at the time of "loss" for the described property. Please refer to the Limit Of Insurance and Deductible Provisions which follow.

Designation Or Description Of Covered "Autos"		
Vehicle Number	Model Year	Trade Name And Model
SEE UTS-234		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

- A.** This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos".
- B.** For a covered "auto" described in the Schedule, **Physical Damage Coverage – Limit Of Insurance** is replaced by the following:

Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the least of the following amounts:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss";
 - b. The cost of repairing or replacing the damaged or stolen property with property of like kind and quality; or
 - c. The Limit of Insurance shown in the Schedule.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

C. Deductible

1. For each covered "auto", our obligation to pay:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss" will be reduced by the applicable deductible shown in the Schedule;
 - b. The cost of repairing or replacing the damaged or stolen property with property of like kind and quality will be reduced by the applicable deductible shown in the Schedule; or
 - c. The damages for "loss" that would otherwise be payable will be reduced by the applicable deductible shown in the Schedule prior to the application of the Limit of Insurance shown in the Schedule.
2. Any Comprehensive Coverage Deductible shown in the Schedule does not apply to "loss" caused by fire or lightning.

COMMERCIAL AUTO
CA 99 44 12 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
 - B.** The insurance covers the interest of the loss payee unless the "loss" results from conversion, sequestration or embezzlement on your part.
 - C.** We may cancel the policy as allowed by the CANCELLATION Common Policy Condition.
 - D.** If we make any payments to the loss payee, we will obtain his or her rights against any other party.
- Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO.

Policy No. OPS0062348

Effective Date: 10-23-13

12:01 A.M., Standard Time

Named Insured BLAKE REIDHEAD, INC.

Agent No. 43006

AMENDED MILEAGE RESTRICTION

IN CONSIDERATION OF THE PREMIUM CHARGED IT IS HEREBY UNDERSTOOD AND AGREED THAT THE MILEAGE RESTRICTION DESCRIBED IN ENDORSEMENT CA-2 DOES NOT APPLY TO VEHICLES 2001 PETERBILT VIN#1XP5DB9X11D562519 AND 2007 REITNOUER FLAT BED TRAILER VIN# 1RNF49A2X7R017890

Public Burden Statement

OMB NO: 2126-0008
Expiration Date: 03/31/2013

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-RRR, Washington, D.C. 20590.



U.S. Department of Transportation
Federal Motor Carrier
Safety Administration

ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to BLAKE REIDHEAD, INC DBA BDR of 5400 W MASSINGALE TUCSON, AZ

Dated at MURRAY, UT this 25TH day of NOVEMBER, 20 13

Amending Policy No. OPS0062348 Effective Date 10-23-2013

Name of Insurance Company SCOTTSDALE INSURANCE COMPANY

Countersigned by _____

Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "[X]," for the limits shown:

☒ This insurance is primary and the company shall not be liable for amounts in excess of \$ 750,000 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: _____.

Cancellation of this endorsement may be effected by the company or 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, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions 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 any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

Form MCS-90 (page 1 of 2)

SCHEDULE OF LIMITS--PUBLIC LIABILITY

Type of carriage	Commodity transported	Jan. 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 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, 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 49 CFR 173.403.	\$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 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, 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 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

Form MCS-90 (page 2 of 2)



SCOTTSDALE INSURANCE COMPANY®

CHANGE ENDORSEMENT NO. 001

Policy No. OPS0062348

Effective Date: 11-04-13

12:01 A.M., Standard Time

Named Insured BLAKE REIDHEAD, INC.

Agent No. 43006

COVERAGE PART INFORMATION - Coverage parts affected by this change as indicated by ☒ below.☐

Commercial Property

☐

Commercial General Liability

☐

Commercial Crime

☐

Commercial Inland Marine

☒

COMMERCIAL AUTO

\$ 1,514.00

☐**CHANGE DESCRIPTION**

THIS POLICY IS AMENDED AS FOLLOWS:

THE FOLLOWING VEHICLE HAS BEEN ADDED:

0083 - AZ 2013 TRINITY TRAILER VIN# 1T9SC4021DB656317

THE FOLLOWING FORM(S) HAS BEEN AMENDED:

CA 20 01 03-06 ADDL INSD-LESSOR

UTS-232 03-10 SCHEDULE OF LOSS PAYEE(S)

PREMIUM CHANGE

Additional \$ 1,514.00

Return \$

AUTHORIZED AGENT



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF AUTO CHANGES

Policy No.: OPS0062348

Effective Date: 11-04-13

12:01 A.M. Standard Time

Named Insured: BLAKE REIDHEAD, INC.

Agent No.: 43006

Coverage affected by this change is indicated as: A=Add, D=Delete or C=Change

Covered Auto Number	Vehicle Covered Is	Description		
		Year	Model; Trade Name; Body Type	Serial Number(s); Vehicle ID Number (VIN)
AZ83	A	2013	TRINITY TRAILER	1T9SC4021DB656317

Covered Auto Number	Town & State Where Covered Auto Will Be Principally Garaged	Territory	Original Cost New	Stated Amount
AZ83	CAMP VERDE, AZ	129		\$ 66,500

Covered Auto Number	Radius of Operation in Miles	Business Use S=Service R=Retail C=Commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Code
AZ83	500 OR INTRASTATE			2	675210



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF AUTO CHANGES (continued)Policy No.: OPS0062348Effective Date: 11-04-13

12:01 A.M. Standard Time

Named Insured: BLAKE REIDHEAD, INC.Agent No.: 43006

Coverages—Premiums, Limits and Deductibles				
Covered Auto Number	Liability Premium	P.I.P. Premium	Added P.I.P. Premium	P.P.I. Premium (Michigan only)
AZ83	\$ 59			

Covered Auto Number	Auto Medical Payments		Medical Expense Benefits (Virginia Only) Premium	Income Loss Benefits (Virginia Only) Premium	Uninsured Motorist Premium	Underinsured Motorist Premium	Total Liability Premium
	Limit	Premium					
AZ83							59 A/P

Covered Auto Number	Other Than Collision			Collision		Towing & Labor Premium	Total Physical Damage Premium
	Deductible	Comprehensive Premium	Specified Causes of Loss Premium	Deductible	Premium		
AZ83	\$ 1,000		\$ 582	\$ 1,000	\$ 873		1455 A/P



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF LOSS PAYEE(S)Policy No. OPS0062348Effective Date 11-04-1312:01 A.M. Standard TimeNamed Insured BLAKE REIDHEAD, INC.Agent No. 43006

Covered Auto No.	Loss Payee Name and Mailing Address
	Except for towing, all covered physical damage "loss" is payable to you and the loss payee named below according to their interests in the "auto" at the time of the "loss."
35	PACCAR FINANCIAL CORP PO BOX 2374 DENTON, TX 76202
83	EK LEASING 8200 EISENMAN RD BOISE, ID 83716



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF LOSS PAYEE(S)Policy No. OPS0062348Effective Date 11-04-1312:01 A.M. Standard TimeNamed Insured BLAKE REIDHEAD, INC.Agent No. 43006

Covered Auto No.	Loss Payee Name and Mailing Address Except for towing, all covered physical damage "loss" is payable to you and the loss payee named below according to their interests in the "auto" at the time of the "loss."
28	BANK OF NY TRUST CO AGENT C/O NAVISTAR FINANCIAL CORP 425 N MARTINGALE RD 18TH FL SCHAUMBURG, IL 60173



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF LOSS PAYEE(S)Policy No. OPS0062348Effective Date 11-04-1312:01 A.M. Standard TimeNamed Insured BLAKE REIDHEAD, INC.Agent No. 43006

Covered Auto No.	Loss Payee Name and Mailing Address
	Except for towing, all covered physical damage "loss" is payable to you and the loss payee named below according to their interests in the "auto" at the time of the "loss."
24	PEOPLE'S UNITED EQUIPMENT; FINANCE CORP
25	17320 RED HILL AVE, STE 250 IRVINE, CA 92614



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF LOSS PAYEE(S)Policy No. OPS0062348Effective Date 11-04-1312:01 A.M. Standard TimeNamed Insured BLAKE REIDHEAD, INC.Agent No. 43006

Covered Auto No.	Loss Payee Name and Mailing Address Except for towing, all covered physical damage "loss" is payable to you and the loss payee named below according to their interests in the "auto" at the time of the "loss."
8	TRANSPORT INTERNATIONAL POOL 530 E SWEDESFORD RD WAYNE, PA 19087



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF LOSS PAYEE(S)Policy No. OPS0062348Effective Date 11-04-1312:01 A.M. Standard TimeNamed Insured BLAKE REIDHEAD, INC.Agent No. 43006

Covered Auto No.	Loss Payee Name and Mailing Address Except for towing, all covered physical damage "loss" is payable to you and the loss payee named below according to their interests in the "auto" at the time of the "loss."
27	TCF EQUIPMENT FINANCE INC 11100 WAYZATA BLVD #801 MINNETONKA, MN 55305

POLICY NUMBER: OPS0062348

COMMERCIAL AUTO
CA 20 01 03 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

SCHEDULE

Insurance Company: SCOTTSDALE INSURANCE COMPANY	
Policy Number: OPS0062348	Effective Date: 10-23-2013
Expiration Date: 10-23-2014	
Named Insured: BLAKE REIDHEAD, INC.	
Address: P.O. BOX 1649 CORTARO AZ 85652-	
Additional Insured (Lessor): PACCAR FINANCIAL CORP Address: PO BOX 2374 DENTON, TX USA 76202	
Designation Or Description Of 'Leased Autos': AZ 35 2007 PETERBILT TRACTOR 357 1NPALUTX97D743991	

Coverages	Limit Of Insurance
Liability	\$ 1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

POLICY NUMBER: OPS0062348

COMMERCIAL AUTO
CA 20 01 03 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

SCHEDULE

Insurance Company: SCOTTSDALE INSURANCE COMPANY	
Policy Number: OPS0062348	Effective Date: 10-23-2013
Expiration Date: 10-23-2014	
Named Insured: BLAKE REIDHEAD, INC.	
Address: P.O. BOX 1649 CORTARO AZ 85652-	
Additional Insured (Lessor): PEOPLE'S UNITED EQUIPMENT FINANCE CORP Address: 17320 RED HILL AVE SUITE 250 IRVINE, CA USA 92614	
Designation Or Description Of 'Leased Autos': AZ 24 2006 KENWORTH 1NKDXUTXX6R118461 AZ 25 2006 KENWORTH 1NKDXUTX06R118467	

Coverages	Limit Of Insurance
Liability	1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

POLICY NUMBER: OPS0062348

COMMERCIAL AUTO
CA 20 01 03 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

SCHEDULE

Insurance Company: SCOTTSDALE INSURANCE COMPANY	
Policy Number: OPS0062348	Effective Date: 10-23-2013
Expiration Date: 10-23-2014	
Named Insured: BLAKE REIDHEAD, INC.	
Address: P.O. BOX 1649 CORTARO AZ 85652-	
Additional Insured (Lessor): TRANSPORT INTERNATIONAL POOL Address: 530 E SWEDES FORD RD WAYNE, PA USA 19087	
Designation Or Description Of 'Leased Autos': AZ 8 2001 PETERBILT 6X4 119.5 BBC ALUM LONG CO 1XP5DB9X01N542093	

Coverages	Limit Of Insurance
Liability	\$ 1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

POLICY NUMBER: OPS0062348

COMMERCIAL AUTO
CA 20 01 03 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

SCHEDULE

Insurance Company: SCOTTSDALE INSURANCE COMPANY	
Policy Number: OPS0062348	Effective Date: 10-23-2013
Expiration Date: 10-23-2014	
Named Insured: BLAKE REIDHEAD, INC.	
Address: P.O. BOX 1649 CORTARO AZ 85652-	
Additional Insured (Lessor): EK LEASING Address: 8200 EISENMAN RD BOISE, ID USA 83716	
Designation Or Description Of 'Leased Autos': AZ 83 2013 TRINITY TRAILER 1T9SC4021DB656317	

Coverages	Limit Of Insurance
Liability	\$ 1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.



SCOTTSDALE INSURANCE COMPANY®

CHANGE ENDORSEMENT NO. 002

Policy No. OPS0062348

Effective Date: 12-03-13

12:01 A.M., Standard Time

Named Insured BLAKE REIDHEAD, INC.

Agent No. 43006

COVERAGE PART INFORMATION - Coverage parts affected by this change as indicated by ☒ below.☐

Commercial Property

☐

Commercial General Liability

☐

Commercial Crime

☐

Commercial Inland Marine

☒

COMMERCIAL AUTO

\$ 2,429.00

☐**CHANGE DESCRIPTION**

THIS POLICY IS AMENDED AS FOLLOWS:

THE FOLLOWING VEHICLE HAS BEEN ADDED:

0084 - AZ 2004 KENWORTH 6X4 121 BBC ALUM & FG LONG VIN#
3WKDDU9X54F066467**PREMIUM CHANGE**

Additional \$ 2,429.00

Return \$

AUTHORIZED AGENT



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF AUTO CHANGES

Policy No.: OPS0062348

Effective Date: 12-03-13

12:01 A.M. Standard Time

Named Insured: BLAKE REIDHEAD, INC.

Agent No.: 43006

Coverage affected by this change is indicated as: A=Add, D=Delete or C=Change

Covered Auto Number	Vehicle Covered Is	Description		
		Year	Model; Trade Name; Body Type	Serial Number(s); Vehicle ID Number (VIN)
AZ84	A	2004	KENWORTH 6X4 121 BBC ALUM & FG LONG	3WKDDU9X54F066467

Covered Auto Number	Town & State Where Covered Auto Will Be Principally Garaged	Territory	Original Cost New	Stated Amount
AZ84	CORTARO, AZ	118		\$ 13,000

Covered Auto Number	Radius of Operation in Miles	Business Use S=Service R=Retail C=Commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Code
AZ84	500 OR INTRASTATE		85,000	6	505210



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF AUTO CHANGES (continued)Policy No.: OPS0062348Effective Date: 12-03-13

12:01 A.M. Standard Time

Named Insured: BLAKE REIDHEAD, INC.Agent No.: 43006

Coverages—Premiums, Limits and Deductibles				
Covered Auto Number	Liability Premium	P.I.P. Premium	Added P.I.P. Premium	P.P.I. Premium (Michigan only)
AZ84	\$ 2,051			

Covered Auto Number	Auto Medical Payments		Medical Expense Benefits (Virginia Only) Premium	Income Loss Benefits (Virginia Only) Premium	Uninsured Motorist Premium	Underinsured Motorist Premium	Total Liability Premium
	Limit	Premium					
AZ84					\$ 11	\$ 9	2071 A/P

Covered Auto Number	Other Than Collision			Collision		Towing & Labor Premium	Total Physical Damage Premium
	Deductible	Comprehensive Premium	Specified Causes of Loss Premium	Deductible	Premium		
AZ84	\$ 1,000		\$ 143	\$ 1,000	\$ 215		358 A/P



SCOTTSDALE INSURANCE COMPANY®

CHANGE ENDORSEMENT NO. 003

Policy No. OPS0062348

Effective Date: 01-09-14

12:01 A.M., Standard Time

Named Insured BLAKE REIDHEAD, INC.

Agent No. 43006

COVERAGE PART INFORMATION - Coverage parts affected by this change as indicated by ☒ below.

☐	Commercial Property	
☐	Commercial General Liability	
☐	Commercial Crime	
☐	Commercial Inland Marine	
☒	COMMERCIAL AUTO	\$ 2,169.00
☐		

CHANGE DESCRIPTION

THIS POLICY IS AMENDED AS FOLLOWS:

THE FOLLOWING ADDITIONAL INTEREST (ADDL INSURED LESSOR) HAS BEEN ADDED TO THE POLICY:

WELLS FARGO EQUIPMENT FINANCE, INC
 1540 FOUNTAINHEAD PKWY
 TEMPE AZ 85282

THE FOLLOWING VEHICLE HAS BEEN ADDED:

0085 - AZ 2005 PETERBILT 6X4 119.5 BBC ALUM LONG CO VIN#
 1XP5DB9X55D862246

THE FOLLOWING FORM(S) HAS BEEN AMENDED:

CA 20 01	03-06	ADDL INSD-LESSOR
UTS-232	03-10	SCHEDULE OF LOSS PAYEE(S)

PREMIUM CHANGE

Additional \$ 2,169.00

Return \$

AUTHORIZED AGENT



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF AUTO CHANGES

Policy No.: OPS0062348

Effective Date: 01-09-14

12:01 A.M. Standard Time

Named Insured: BLAKE REIDHEAD, INC.

Agent No.: 43006

Coverage affected by this change is indicated as: A=Add, D=Delete or C=Change

Covered Auto Number	Vehicle Covered Is	Description		
		Year	Model; Trade Name; Body Type	Serial Number(s); Vehicle ID Number (VIN)
AZ85	A	2005	PETERBILT 6X4 119.5 BBC ALUM LONG CO	1XP5DB9X55D862246

Covered Auto Number	Town & State Where Covered Auto Will Be Principally Garaged	Territory	Original Cost New	Stated Amount
AZ85	CAMP VERDE, AZ	129		\$ 45,000

Covered Auto Number	Radius of Operation in Miles	Business Use S=Service R=Retail C=Commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Code
AZ85	500 OR INTRASTATE		110,000	6	505210



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF AUTO CHANGES (continued)Policy No.: OPS0062348Effective Date: 01-09-14

12:01 A.M. Standard Time

Named Insured: BLAKE REIDHEAD, INC.Agent No.: 43006

Coverages—Premiums, Limits and Deductibles				
Covered Auto Number	Liability Premium	P.I.P. Premium	Added P.I.P. Premium	P.P.I. Premium (Michigan only)
AZ85	\$ 1,310			

Covered Auto Number	Auto Medical Payments		Medical Expense Benefits (Virginia Only) Premium	Income Loss Benefits (Virginia Only) Premium	Uninsured Motorist Premium	Underinsured Motorist Premium	Total Liability Premium
	Limit	Premium					
AZ85					\$ 9	\$ 8	1327 A/P

Covered Auto Number	Other Than Collision			Collision		Towing & Labor Premium	Total Physical Damage Premium
	Deductible	Comprehensive Premium	Specified Causes of Loss Premium	Deductible	Premium		
AZ85	\$ 1,000		\$ 337	\$ 1,000	\$ 505		842 A/P



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF LOSS PAYEE(S)Policy No. OPS0062348Effective Date 01-09-1412:01 A.M. Standard TimeNamed Insured BLAKE REIDHEAD, INC.Agent No. 43006

Covered Auto No.	Loss Payee Name and Mailing Address Except for towing, all covered physical damage "loss" is payable to you and the loss payee named below according to their interests in the "auto" at the time of the "loss."
35	PACCAR FINANCIAL CORP PO BOX 2374 DENTON, TX 76202
83	EK LEASING 8200 EISENMAN RD BOISE, ID 83716



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF LOSS PAYEE(S)Policy No. OPS0062348Effective Date 01-09-1412:01 A.M. Standard TimeNamed Insured BLAKE REIDHEAD, INC.Agent No. 43006

Covered Auto No.	Loss Payee Name and Mailing Address
	Except for towing, all covered physical damage "loss" is payable to you and the loss payee named below according to their interests in the "auto" at the time of the "loss."
28	BANK OF NY TRUST CO AGENT C/O NAVISTAR FINANCIAL CORP 425 N MARTINGALE RD 18TH FL SCHAUMBURG, IL 60173
85	WELLS FARGO EQUIPMENT FINANCE, INC 1540 FOUNTAINHEAD PKWY TEMPE, AZ 85282



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF LOSS PAYEE(S)Policy No. OPS0062348Effective Date 01-09-1412:01 A.M. Standard TimeNamed Insured BLAKE REIDHEAD, INC.Agent No. 43006

Covered Auto No.	Loss Payee Name and Mailing Address
	Except for towing, all covered physical damage "loss" is payable to you and the loss payee named below according to their interests in the "auto" at the time of the "loss."
24 25	PEOPLE'S UNITED EQUIPMENT; FINANCE CORP 17320 RED HILL AVE, STE 250 IRVINE, CA 92614



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF LOSS PAYEE(S)Policy No. OPS0062348Effective Date 01-09-1412:01 A.M. Standard TimeNamed Insured BLAKE REIDHEAD, INC.Agent No. 43006

Covered Auto No.	Loss Payee Name and Mailing Address Except for towing, all covered physical damage "loss" is payable to you and the loss payee named below according to their interests in the "auto" at the time of the "loss."
8	TRANSPORT INTERNATIONAL POOL 530 E SWEDES FORD RD WAYNE, PA 19087



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF LOSS PAYEE(S)Policy No. OPS0062348Effective Date 01-09-1412:01 A.M. Standard TimeNamed Insured BLAKE REIDHEAD, INC.Agent No. 43006

Covered Auto No.	Loss Payee Name and Mailing Address Except for towing, all covered physical damage "loss" is payable to you and the loss payee named below according to their interests in the "auto" at the time of the "loss."
27	TCF EQUIPMENT FINANCE INC 11100 WAYZATA BLVD #801 MINNETONKA, MN 55305

POLICY NUMBER: OPS0062348

COMMERCIAL AUTO
CA 20 01 03 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

SCHEDULE

Insurance Company: SCOTTSDALE INSURANCE COMPANY	
Policy Number: OPS0062348	Effective Date: 10-23-2013
Expiration Date: 10-23-2014	
Named Insured: BLAKE REIDHEAD, INC.	
Address: P.O. BOX 1649 CORTARO AZ 85652-	
Additional Insured (Lessor): PACCAR FINANCIAL CORP Address: PO BOX 2374 DENTON, TX USA 76202	
Designation Or Description Of 'Leased Autos': AZ 35 2007 PETERBILT TRACTOR 357 1NPALUTX97D743991	

Coverages	Limit Of Insurance
Liability	\$ 1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - You;
 - Any of your "employees" or agents; or
 - Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

POLICY NUMBER: OPS0062348

COMMERCIAL AUTO
CA 20 01 03 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

SCHEDULE

Insurance Company: SCOTTSDALE INSURANCE COMPANY	
Policy Number: OPS0062348	Effective Date: 10-23-2013
Expiration Date: 10-23-2014	
Named Insured: BLAKE REIDHEAD, INC.	
Address: P.O. BOX 1649 CORTARO AZ 85652-	
Additional Insured (Lessor): PEOPLE'S UNITED EQUIPMENT FINANCE CORP Address: 17320 RED HILL AVE SUITE 250 IRVINE, CA USA 92614	
Designation Or Description Of 'Leased Autos': AZ 24 2006 KENWORTH 1NKDXUTXX6R118461 AZ 25 2006 KENWORTH 1NKDXUTX06R118467	

Coverages	Limit Of Insurance
Liability	1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - You;
 - Any of your "employees" or agents; or
 - Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

POLICY NUMBER: OPS0062348

COMMERCIAL AUTO
CA 20 01 03 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

SCHEDULE

Insurance Company: SCOTTSDALE INSURANCE COMPANY	
Policy Number: OPS0062348	Effective Date: 10-23-2013
Expiration Date: 10-23-2014	
Named Insured: BLAKE REIDHEAD, INC.	
Address: P.O. BOX 1649 CORTARO AZ 85652-	
Additional Insured (Lessor): TRANSPORT INTERNATIONAL POOL Address: 530 E SWEDES FORD RD WAYNE, PA USA 19087	
Designation Or Description Of 'Leased Autos': AZ 8 2001 PETERBILT 6X4 119.5 BBC ALUM LONG CO 1XP5DB9X01N542093	

Coverages	Limit Of Insurance
Liability	\$ 1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

- For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - You;
 - Any of your "employees" or agents; or
 - Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

POLICY NUMBER: OPS0062348

COMMERCIAL AUTO
CA 20 01 03 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

SCHEDULE

Insurance Company: SCOTTSDALE INSURANCE COMPANY	
Policy Number: OPS0062348	Effective Date: 10-23-2013
Expiration Date: 10-23-2014	
Named Insured: BLAKE REIDHEAD, INC.	
Address: P.O. BOX 1649 CORTARO AZ 85652-	
Additional Insured (Lessor): EK LEASING Address: 8200 EISENMAN RD BOISE, ID USA 83716	
Designation Or Description Of 'Leased Autos': AZ 83 2013 TRINITY TRAILER 1T9SC4021DB656317	

Coverages	Limit Of Insurance
Liability	\$ 1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - You;
 - Any of your "employees" or agents; or
 - Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

POLICY NUMBER: OPS0062348

COMMERCIAL AUTO
CA 20 01 03 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

SCHEDULE

Insurance Company: SCOTTSDALE INSURANCE COMPANY	
Policy Number: OPS0062348	Effective Date: 10-23-2013
Expiration Date: 10-23-2014	
Named Insured: BLAKE REIDHEAD, INC.	
Address: P.O. BOX 1649 CORTARO AZ 85652-	
Additional Insured (Lessor): WELLS FARGO EQUIPMENT FINANCE, INC Address: 1540 FOUNTAINHEAD PKWY TEMPE, AZ USA 85282	
Designation Or Description Of 'Leased Autos': AZ 85 2005 PETERBILT 6X4 119.5 BBC ALUM LONG CO 1XP5DB9X55D862246	

Coverages	Limit Of Insurance
Liability	\$ 1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - You;
 - Any of your "employees" or agents; or
 - Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.



SCOTTSDALE INSURANCE COMPANY®

CHANGE ENDORSEMENT NO. 004

Policy No. OPS0062348

Effective Date: 01-09-14

12:01 A.M., Standard Time

Named Insured BLAKE REIDHEAD, INC.

Agent No. 43006

COVERAGE PART INFORMATION – Coverage parts affected by this change as indicated by ☒ below.☐

Commercial Property

☐

Commercial General Liability

☐

Commercial Crime

☐

Commercial Inland Marine

☒

COMMERCIAL AUTO

\$ -2,169.00

☐**CHANGE DESCRIPTION**

ENDORSEMENT # 3, EFFECTIVE 1/9/2014, IS HEREBY DECLARED NULL AND VOID.

PREMIUM CHANGE

Additional \$

Return \$ -2,169.00

AUTHORIZED AGENT



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF AUTO CHANGES

Policy No.: OPS0062348

Effective Date: 01-09-14

12:01 A.M. Standard Time

Named Insured: BLAKE REIDHEAD, INC.

Agent No.: 43006

Coverage affected by this change is indicated as: A=Add, D=Delete or C=Change

Covered Auto Number	Vehicle Covered Is	Description		
		Year	Model; Trade Name; Body Type	Serial Number(s); Vehicle ID Number (VIN)
AZ85	D	2005	PETERBILT 6X4 119.5 BBC ALUM LONG CO	1XP5DB9X55D862246

Covered Auto Number	Town & State Where Covered Auto Will Be Principally Garaged	Territory	Original Cost New	Stated Amount
AZ85	CAMP VERDE, AZ	129		\$ 45,000

Covered Auto Number	Radius of Operation in Miles	Business Use S=Service R=Retail C=Commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Code
AZ85	500 OR INTRASTATE		110,000	6	505210



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF AUTO CHANGES (continued)Policy No.: OPS0062348Effective Date: 01-09-14

12:01 A.M. Standard Time

Named Insured: BLAKE REIDHEAD, INC.Agent No.: 43006

Coverages—Premiums, Limits and Deductibles				
Covered Auto Number	Liability Premium	P.I.P. Premium	Added P.I.P. Premium	P.P.I. Premium (Michigan only)
AZ85	\$ -1,310			

Covered Auto Number	Auto Medical Payments		Medical Expense Benefits (Virginia Only) Premium	Income Loss Benefits (Virginia Only) Premium	Uninsured Motorist Premium	Underinsured Motorist Premium	Total Liability Premium
	Limit	Premium					
AZ85					\$ -9	\$ -8	-1327 R/P

Covered Auto Number	Other Than Collision			Collision		Towing & Labor Premium	Total Physical Damage Premium
	Deductible	Comprehensive Premium	Specified Causes of Loss Premium	Deductible	Premium		
AZ85	\$ 1,000		\$ -337	\$ 1,000	\$ -505		-842 R/P



SCOTTSDALE INSURANCE COMPANY®

CHANGE ENDORSEMENT NO. 005

Policy No. OPS0062348

Effective Date: 01-09-14

12:01 A.M., Standard Time

Named Insured BLAKE REIDHEAD, INC.

Agent No. 43006

COVERAGE PART INFORMATION - Coverage parts affected by this change as indicated by ☒ below.☐

Commercial Property

☐

Commercial General Liability

☐

Commercial Crime

☐

Commercial Inland Marine

☒

COMMERCIAL AUTO

\$ 2,675.00

☐**CHANGE DESCRIPTION**

THIS POLICY IS AMENDED AS FOLLOWS:

THE FOLLOWING ADDITIONAL INTEREST (ADDL INSURED LESSOR) HAS BEEN ADDED TO THE POLICY:

WELLS FARGO EQUIPMENT FINANCE, INC
 1540 FOUNTAINHEAD PKWY
 TEMPE AZ 85282

THE FOLLOWING VEHICLE HAS BEEN ADDED:

0085 - AZ 2005 PETERBILT 6X4 127 BBC EXTENDED HOOD VIN#
 1XP5DB9X55D862246

THE FOLLOWING FORM(S) HAS BEEN AMENDED:

CA 20 01	03-06	ADDL INSD-LESSOR
UTS-232	03-10	SCHEDULE OF LOSS PAYEE(S)

PREMIUM CHANGE

Additional \$ 2,675.00

Return \$

AUTHORIZED AGENT



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF AUTO CHANGES

Policy No.: OPS0062348

Effective Date: 01-09-14

12:01 A.M. Standard Time

Named Insured: BLAKE REIDHEAD, INC.

Agent No.: 43006

Coverage affected by this change is indicated as: A=Add, D=Delete or C=Change

Covered Auto Number	Vehicle Covered Is	Description		
		Year	Model; Trade Name; Body Type	Serial Number(s); Vehicle ID Number (VIN)
AZ85	A	2005	PETERBILT 6X4 127 BBC EXTENDED HOOD	1XP5DB9X55D862246

Covered Auto Number	Town & State Where Covered Auto Will Be Principally Garaged	Territory	Original Cost New	Stated Amount
AZ85	CORTARO, AZ	118		\$ 45,000

Covered Auto Number	Radius of Operation in Miles	Business Use S=Service R=Retail C=Commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Code
AZ85	500 OR INTRASTATE		110,000	6	505210



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF AUTO CHANGES (continued)Policy No.: OPS0062348Effective Date: 01-09-14

12:01 A.M. Standard Time

Named Insured: BLAKE REIDHEAD, INC.Agent No.: 43006

Coverages—Premiums, Limits and Deductibles				
Covered Auto Number	Liability Premium	P.I.P. Premium	Added P.I.P. Premium	P.P.I. Premium (Michigan only)
AZ85	\$ 1,816			

Covered Auto Number	Auto Medical Payments		Medical Expense Benefits (Virginia Only) Premium	Income Loss Benefits (Virginia Only) Premium	Uninsured Motorist Premium	Underinsured Motorist Premium	Total Liability Premium
	Limit	Premium					
AZ85					\$ 9	\$ 8	1833 A/P

Covered Auto Number	Other Than Collision			Collision		Towing & Labor Premium	Total Physical Damage Premium
	Deductible	Comprehensive Premium	Specified Causes of Loss Premium	Deductible	Premium		
AZ85	\$ 1,000		\$ 337	\$ 1,000	\$ 505		842 A/P



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF LOSS PAYEE(S)Policy No. OPS0062348Effective Date 01-09-1412:01 A.M. Standard TimeNamed Insured BLAKE REIDHEAD, INC.Agent No. 43006

Covered Auto No.	Loss Payee Name and Mailing Address
	Except for towing, all covered physical damage "loss" is payable to you and the loss payee named below according to their interests in the "auto" at the time of the "loss."
35	PACCAR FINANCIAL CORP PO BOX 2374 DENTON, TX 76202
83	EK LEASING 8200 EISENMAN RD BOISE, ID 83716



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF LOSS PAYEE(S)Policy No. OPS0062348Effective Date 01-09-1412:01 A.M. Standard TimeNamed Insured BLAKE REIDHEAD, INC.Agent No. 43006

Covered Auto No.	Loss Payee Name and Mailing Address
	Except for towing, all covered physical damage "loss" is payable to you and the loss payee named below according to their interests in the "auto" at the time of the "loss."
28	BANK OF NY TRUST CO AGENT C/O NAVISTAR FINANCIAL CORP 425 N MARTINGALE RD 18TH FL SCHAUMBURG, IL 60173
85	WELLS FARGO EQUIPMENT FINANCE, INC 1540 FOUNTAINHEAD PKWY TEMPE, AZ 85282



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF LOSS PAYEE(S)Policy No. OPS0062348Effective Date 01-09-1412:01 A.M. Standard TimeNamed Insured BLAKE REIDHEAD, INC.Agent No. 43006

Covered Auto No.	Loss Payee Name and Mailing Address
	Except for towing, all covered physical damage "loss" is payable to you and the loss payee named below according to their interests in the "auto" at the time of the "loss."
24 25	PEOPLE'S UNITED EQUIPMENT; FINANCE CORP 17320 RED HILL AVE, STE 250 IRVINE, CA 92614



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF LOSS PAYEE(S)Policy No. OPS0062348Effective Date 01-09-1412:01 A.M. Standard TimeNamed Insured BLAKE REIDHEAD, INC.Agent No. 43006

Covered Auto No.	Loss Payee Name and Mailing Address Except for towing, all covered physical damage "loss" is payable to you and the loss payee named below according to their interests in the "auto" at the time of the "loss."
8	TRANSPORT INTERNATIONAL POOL 530 E SWEDESFORD RD WAYNE, PA 19087



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF LOSS PAYEE(S)Policy No. OPS0062348Effective Date 01-09-1412:01 A.M. Standard TimeNamed Insured BLAKE REIDHEAD, INC.Agent No. 43006

Covered Auto No.	Loss Payee Name and Mailing Address Except for towing, all covered physical damage "loss" is payable to you and the loss payee named below according to their interests in the "auto" at the time of the "loss."
27	TCF EQUIPMENT FINANCE INC 11100 WAYZATA BLVD #801 MINNETONKA, MN 55305

POLICY NUMBER: OPS0062348

COMMERCIAL AUTO
CA 20 01 03 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

SCHEDULE

Insurance Company: SCOTTSDALE INSURANCE COMPANY	
Policy Number: OPS0062348	Effective Date: 10-23-2013
Expiration Date: 10-23-2014	
Named Insured: BLAKE REIDHEAD, INC.	
Address: P.O. BOX 1649 CORTARO AZ 85652-	
Additional Insured (Lessor): PACCAR FINANCIAL CORP Address: PO BOX 2374 DENTON, TX USA 76202	
Designation Or Description Of 'Leased Autos': AZ 35 2007 PETERBILT TRACTOR 357 1NPALUTX97D743991	

Coverages	Limit Of Insurance
Liability	\$ 1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

POLICY NUMBER: OPS0062348

COMMERCIAL AUTO
CA 20 01 03 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

SCHEDULE

Insurance Company: SCOTTSDALE INSURANCE COMPANY	
Policy Number: OPS0062348	Effective Date: 10-23-2013
Expiration Date: 10-23-2014	
Named Insured: BLAKE REIDHEAD, INC.	
Address: P.O. BOX 1649 CORTARO AZ 85652-	
Additional Insured (Lessor): PEOPLE'S UNITED EQUIPMENT FINANCE CORP Address: 17320 RED HILL AVE SUITE 250 IRVINE, CA USA 92614	
Designation Or Description Of 'Leased Autos': AZ 24 2006 KENWORTH 1NKDXUTXX6R118461 AZ 25 2006 KENWORTH 1NKDXUTX06R118467	

Coverages	Limit Of Insurance
Liability	1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

POLICY NUMBER: OPS0062348

COMMERCIAL AUTO
CA 20 01 03 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

SCHEDULE

Insurance Company: SCOTTSDALE INSURANCE COMPANY	
Policy Number: OPS0062348	Effective Date: 10-23-2013
Expiration Date: 10-23-2014	
Named Insured: BLAKE REIDHEAD, INC.	
Address: P.O. BOX 1649 CORTARO AZ 85652-	
Additional Insured (Lessor): TRANSPORT INTERNATIONAL POOL Address: 530 E SWEDES FORD RD WAYNE, PA USA 19087	
Designation Or Description Of 'Leased Autos': AZ 8 2001 PETERBILT 6X4 119.5 BBC ALUM LONG CO 1XP5DB9X01N542093	

Coverages	Limit Of Insurance
Liability	\$ 1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

POLICY NUMBER: OPS0062348

COMMERCIAL AUTO
CA 20 01 03 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

SCHEDULE

Insurance Company: SCOTTSDALE INSURANCE COMPANY	
Policy Number: OPS0062348	Effective Date: 10-23-2013
Expiration Date: 10-23-2014	
Named Insured: BLAKE REIDHEAD, INC.	
Address: P.O. BOX 1649 CORTARO AZ 85652-	
Additional Insured (Lessor): EK LEASING Address: 8200 EISENMAN RD BOISE, ID USA 83716	
Designation Or Description Of 'Leased Autos': AZ 83 2013 TRINITY TRAILER 1T9SC4021DB656317	

Coverages	Limit Of Insurance
Liability	\$ 1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

POLICY NUMBER: OPS0062348

COMMERCIAL AUTO
CA 20 01 03 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

SCHEDULE

Insurance Company: SCOTTSDALE INSURANCE COMPANY	
Policy Number: OPS0062348	Effective Date: 10-23-2013
Expiration Date: 10-23-2014	
Named Insured: BLAKE REIDHEAD, INC.	
Address: P.O. BOX 1649 CORTARO AZ 85652-	
Additional Insured (Lessor): WELLS FARGO EQUIPMENT FINANCE, INC Address: 1540 FOUNTAINHEAD PKWY TEMPE, AZ USA 85282	
Designation Or Description Of 'Leased Autos': AZ 85 2005 PETERBILT 6X4 127 BBC EXTENDED HOOD 1XP5DB9X55D862246	

Coverages	Limit Of Insurance
Liability	\$ 1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - You;
 - Any of your "employees" or agents; or
 - Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.



SCOTTSDALE INSURANCE COMPANY®

CHANGE ENDORSEMENT NO. 006

Policy No. OPS0062348

Effective Date: 01-01-14

12:01 A.M., Standard Time

Named Insured BLAKE REIDHEAD, INC.

Agent No. 43006

COVERAGE PART INFORMATION - Coverage parts affected by this change as indicated by ☒ below.

☐	Commercial Property	
☐	Commercial General Liability	
☐	Commercial Crime	
☐	Commercial Inland Marine	
☒	COMMERCIAL AUTO	\$ -1,265.00
☐		

CHANGE DESCRIPTION

THIS POLICY IS AMENDED AS FOLLOWS:

THE FOLLOWING VEHICLE HAS BEEN DELETED:

0083 - AZ 2013 TRINITY TRAILER VIN# 1T9SC4021DB656317

PREMIUM CHANGE

Additional \$

Return \$

-1,265.00

AUTHORIZED AGENT



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF AUTO CHANGES

Policy No.: OPS0062348

Effective Date: 01-01-14

12:01 A.M. Standard Time

Named Insured: BLAKE REIDHEAD, INC.

Agent No.: 43006

Coverage affected by this change is indicated as: A=Add, D=Delete or C=Change

Covered Auto Number	Vehicle Covered Is	Description		
		Year	Model; Trade Name; Body Type	Serial Number(s); Vehicle ID Number (VIN)
AZ83	D	2013	TRINITY TRAILER	1T9SC4021DB656317

Covered Auto Number	Town & State Where Covered Auto Will Be Principally Garaged	Territory	Original Cost New	Stated Amount
AZ83	CAMP VERDE, AZ	129		\$ 66,500

Covered Auto Number	Radius of Operation in Miles	Business Use S=Service R=Retail C=Commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Code
AZ83	500 OR INTRASTATE			2	675210



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF AUTO CHANGES (continued)Policy No.: OPS0062348Effective Date: 01-01-14

12:01 A.M. Standard Time

Named Insured: BLAKE REIDHEAD, INC.Agent No.: 43006

Coverages—Premiums, Limits and Deductibles				
Covered Auto Number	Liability Premium	P.I.P. Premium	Added P.I.P. Premium	P.P.I. Premium (Michigan only)
AZ83	\$ -49			

Covered Auto Number	Auto Medical Payments		Medical Expense Benefits (Virginia Only) Premium	Income Loss Benefits (Virginia Only) Premium	Uninsured Motorist Premium	Underinsured Motorist Premium	Total Liability Premium
	Limit	Premium					
AZ83							-49 R/P

Covered Auto Number	Other Than Collision			Collision		Towing & Labor Premium	Total Physical Damage Premium
	Deductible	Comprehensive Premium	Specified Causes of Loss Premium	Deductible	Premium		
AZ83	\$ 1,000		\$ -486	\$ 1,000	\$ -730		-1216 R/P



SCOTTSDALE INSURANCE COMPANY®

CHANGE ENDORSEMENT NO. 007

Policy No. OPS0062348

Effective Date: 04-28-14

12:01 A.M., Standard Time

Named Insured BLAKE REIDHEAD, INC.

Agent No. 43006

COVERAGE PART INFORMATION – Coverage parts affected by this change as indicated by ☒ below.

- | | | |
|-------------------------------------|------------------------------|-------------|
| ☐ | Commercial Property | |
| ☐ | Commercial General Liability | |
| ☐ | Commercial Crime | |
| ☐ | Commercial Inland Marine | |
| ☒ | COMMERCIAL AUTO | \$ 1,575.00 |
| ☐ | | |

CHANGE DESCRIPTION

THIS POLICY IS AMENDED AS FOLLOWS:

ISSUING AGENCY/PRODUCER OFFICE IS CHANGED TO READ:

5373 S GREEN ST STE 525

MURRAY, UT 84123-4743

THE FOLLOWING VEHICLE HAS BEEN ADDED:

0086 – AZ 2001 PETERBILT 6X4 119.5 BBC ALUM LONG CO VIN#
1XP5DB9X81D562520**PREMIUM CHANGE**

Additional \$ 1,575.00

Return \$

AUTHORIZED AGENT



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF AUTO CHANGES

Policy No.: OPS0062348

Effective Date: 04-28-14

12:01 A.M. Standard Time

Named Insured: BLAKE REIDHEAD, INC.

Agent No.: 43006

Coverage affected by this change is indicated as: A=Add, D=Delete or C=Change

Covered Auto Number	Vehicle Covered Is	Description		
		Year	Model; Trade Name; Body Type	Serial Number(s); Vehicle ID Number (VIN)
AZ86	A	2001	PETERBILT 6X4 119.5 BBC ALUM LONG CO	1XP5DB9X81D562520

Covered Auto Number	Town & State Where Covered Auto Will Be Principally Garaged	Territory	Original Cost New	Stated Amount
AZ86	CORTARO, AZ	118		\$ 30,000

Covered Auto Number	Radius of Operation in Miles	Business Use S=Service R=Retail C=Commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Code
AZ86	500 OR INTRASTATE		110,000	6	505210



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF AUTO CHANGES (continued)Policy No.: OPS0062348Effective Date: 04-28-14

12:01 A.M. Standard Time

Named Insured: BLAKE REIDHEAD, INC.Agent No.: 43006

Coverages—Premiums, Limits and Deductibles				
Covered Auto Number	Liability Premium	P.I.P. Premium	Added P.I.P. Premium	P.P.I. Premium (Michigan only)
AZ86	\$ 1,127			

Covered Auto Number	Auto Medical Payments		Medical Expense Benefits (Virginia Only) Premium	Income Loss Benefits (Virginia Only) Premium	Uninsured Motorist Premium	Underinsured Motorist Premium	Total Liability Premium
	Limit	Premium					
AZ86					\$ 6	\$ 5	1138 A/P

Covered Auto Number	Other Than Collision			Collision		Towing & Labor Premium	Total Physical Damage Premium
	Deductible	Comprehensive Premium	Specified Causes of Loss Premium	Deductible	Premium		
AZ86	\$ 1,000		\$ 175	\$ 1,000	\$ 262		437 A/P



SCOTTSDALE INSURANCE COMPANY®

CHANGE ENDORSEMENT NO. 008

Policy No. OPS0062348

Effective Date: 05-08-14

12:01 A.M., Standard Time

Named Insured BLAKE REIDHEAD, INC.

Agent No. 43006

COVERAGE PART INFORMATION - Coverage parts affected by this change as indicated by ☒ below.☐

Commercial Property

☐

Commercial General Liability

☐

Commercial Crime

☒

Commercial Inland Marine

\$

-500.00

☐☐**CHANGE DESCRIPTION**

THIS POLICY IS AMENDED AS FOLLOWS:

DELETE CARGO COVERAGE 2001 PETERBILT #2519

THE FOLLOWING FORM(S) HAS BEEN AMENDED:

IMS-72 04-12 SCHEDULED AUTO LIMITATION

PREMIUM CHANGE

Additional \$

Return \$

-500.00

AUTHORIZED AGENT



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT

NO. 008

Attached to and forming a part of

Endorsement Effective Date 05-08-14

Policy No. OPS0062348

12:01 A.M., Standard Time

Named Insured BLAKE REIDHEAD, INC.

Agent No. 43006

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED AUTO LIMITATION

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO COVERAGE FORMThe following is added to Section **C. Limits of Insurance**:

1. We only cover loss to Covered Property on or in an "auto" if the "auto" is described in the Auto Schedule shown below. The most we will pay for loss to Covered Property on or in a scheduled "auto" is the limit indicated in the schedule for the "auto" that is involved in the loss.
2. The same Limit of Insurance for Covered Property for a designated "auto" will also apply to any "auto" you do not own while used as a temporary substitute for any "auto" shown in the Auto Schedule below that is out of service due to:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

AUTO SCHEDULE

Auto No.	Auto Description	Limit
7	2001 PETERBILT VIN#1XP5DB9X41N542095	\$ 100,000
8	2001 PETERBILT VIN#1XP5DB9X01N542093	\$ 100,000
10	2001 PETERBILT VIN#1XP5DB9X21D542098	\$ 100,000
13	2002 PETERBILT VIN#1XP5DB9X92D578064	\$ 100,000
		\$
		\$

☐

If this box is checked, see Schedule of Additional Scheduled Autos for Scheduled Auto Limitation.

AUTHORIZED REPRESENTATIVE_____
DATE



SCOTTSDALE INSURANCE COMPANY®

CHANGE ENDORSEMENT NO. 009

Policy No. OPS0062348

Effective Date: 07-08-14

12:01 A.M., Standard Time

Named Insured BLAKE REIDHEAD, INC.

Agent No. 43006

COVERAGE PART INFORMATION - Coverage parts affected by this change as indicated by ☒ below.☐

Commercial Property

☐

Commercial General Liability

☐

Commercial Crime

☐

Commercial Inland Marine

☒

COMMERCIAL AUTO

\$

121.00

☐**CHANGE DESCRIPTION**

THIS POLICY IS AMENDED AS FOLLOWS:

THE EXPOSURE FOR WAIVER OF SUBROGATION HAS BEEN CHANGED FROM 1 TO 2.

THE PREMIUM FOR WAIVER OF SUBROGATION HAS BEEN CHANGED FROM \$75 TO \$150.

THE FOLLOWING VEHICLE HAS BEEN DELETED:

0061 - AZ 2001 MATE VIN# 1M9A395261H036687

THE FOLLOWING VEHICLE HAS BEEN ADDED:

0087 - AZ 2002 ALUMITECH VIN# 1EPEB39242L185855

THE FOLLOWING FORM(S) HAS BEEN AMENDED:

CA 04 44	03-10	WVR OF TRNSFR OF RGHTS OF RCVRY AGNST
CA 20 48	02-99	DESIGNATED INSURED

PREMIUM CHANGE

Additional \$ 121.00

Return \$

AUTHORIZED AGENT



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF AUTO CHANGES

Policy No.: OPS0062348

Effective Date: 07-08-14

12:01 A.M. Standard Time

Named Insured: BLAKE REIDHEAD, INC.

Agent No.: 43006

Coverage affected by this change is indicated as: A=Add, D=Delete or C=Change

Covered Auto Number	Vehicle Covered Is	Description		
		Year	Model; Trade Name; Body Type	Serial Number(s); Vehicle ID Number (VIN)
AZ61	D	2001	MATE	1M9A395261H036687
AZ87	A	2002	ALUMITECH	1EPEB39242L185855

Covered Auto Number	Town & State Where Covered Auto Will Be Principally Garaged	Territory	Original Cost New	Stated Amount
AZ61	CAMP VERDE, AZ	129		\$ 15,000
AZ87	CAMP VERDE, AZ	129		\$ 20,000

Covered Auto Number	Radius of Operation in Miles	Business Use S=Service R=Retail C=Commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Code
AZ61	500 OR INTRASTATE			6	675210
AZ87	500 OR INTRASTATE			6	675210



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF AUTO CHANGES (continued)Policy No.: OPS0062348Effective Date: 07-08-14

12:01 A.M. Standard Time

Named Insured: BLAKE REIDHEAD, INC.Agent No.: 43006

Coverages—Premiums, Limits and Deductibles				
Covered Auto Number	Liability Premium	P.I.P. Premium	Added P.I.P. Premium	P.P.I. Premium (Michigan only)
AZ61	\$ -18			
AZ87	\$ 18			

Covered Auto Number	Auto Medical Payments		Medical Expense Benefits (Virginia Only) Premium	Income Loss Benefits (Virginia Only) Premium	Uninsured Motorist Premium	Underinsured Motorist Premium	Total Liability Premium
	Limit	Premium					
AZ61							-18 R/P
AZ87							18 A/P

Covered Auto Number	Other Than Collision			Collision		Towing & Labor Premium	Total Physical Damage Premium
	Deductible	Comprehensive Premium	Specified Causes of Loss Premium	Deductible	Premium		
AZ61	\$ 1,000		\$ -54	\$ 1,000	\$ -82		-136 R/P
AZ87	\$ 1,000		\$ 73	\$ 1,000	\$ 109		182 A/P

POLICY NUMBER: OPS0062348

COMMERCIAL AUTO
CA 04 44 03 10**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:**Endorsement Effective Date:****SCHEDULE****Name(s) Of Person(s) Or Organization(s):**M.R. TANNER MINING, INC.,
M.R. TANNER MINING E&L, L.L.C.,
QUEEN CREEK PIT, LLC, AND RANKIN PIT, LLC

VULCAN MATERIALS CO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: OPS0062348

COMMERCIAL AUTO
CA 20 48 02 99**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE**Name of Person(s) or Organization(s):**CEMEX, INC. AND SHIPPER, AFFILIATES, SUBSIDIARIES
PO BOX 1128
GLENVIEW, IL 60025WESTERN ROCK PRODUCTS
851 N RED ROCK ROAD
ST GEORGE, UT 84770VULCAN MATERIALS CO. AND ITS SUBSIDIARY COMPANIES
2526 EAST UNIVERSITY DRIVE
PHOENIX, AZ 85034GINS BROKERAGE INC
592 N MILL ST
PLYMOUTH, MI 48170

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

POLICY NUMBER: OPS0062348

COMMERCIAL AUTO
CA 20 48 02 99**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE**Name of Person(s) or Organization(s):**HANSON AGGREGATE AZ, INC
PO BOX 1630
CLARKDALE, AZ 86324M.R. TANNER MINING, INC.
M.R. TANNER MINING E&L LLC
QUEEN CREEK PIT LLC
RANKING PIT LLC
1327 W SAN PEDRO STREET
GILBERT, AZ 85233

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

1 WATERFALL, ECONOMIDIS, CALDWELL,
2 HANSHAW & VILLAMANA, P.C.
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9 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

10 IN AND FOR THE COUNTY OF PIMA

11 WILLIAM L. BAUGHN, a single man,
12 Plaintiff,

Case No. C20150432

FIRST AMENDED COMPLAINT

13 vs.

14 STAKER & PARSON COMPANIES, INC., a
15 Utah corporation; BLAKE REIDHEAD, INC.,
16 an Arizona corporation, doing business as BDR
17 TRANSPORT; BLAKE REIDHEAD, a natural
18 person and an Arizona citizen; MICHAEL
19 GAMEZ, an Arizona citizen; John Does 1-10;
20 XYZ Corporations;

Defendants

Assigned to: Hon. Charles Harrington

21 Plaintiff alleges:

22 1. Plaintiff William L. Baughn ("Baughn") is a 65 year old resident of Pima County
23 Arizona. Acts and omissions alleged in this Complaint occurred in Pima County, Arizona.

24 2. Defendant Staker & Parson Companies, Inc. ("Staker") is a Utah Corporation which
25 operates a mine in Pima County sometimes known as the "Ina Pit."

26 3. On information and belief, Defendant Michael Gamez ("Gamez") is and was for
relevant times the plant manager for Staker at the Ina Pit. The plant manager was engaged in the
decisions to not report the January 29, 2014 accident to proper authorities as required by law, and
to cause the destruction of relevant evidence needed for an appropriate investigation of the
accident. The plant manager issued, ratified, or negligently permitted directions to Staker
personnel to overload and unevenly load trucks including the type of rear end loading truck trailer
driven by Baughn on January 29, 2014 at the Ina Pit.

1 4. Blake Reidhead, Inc., trade name and doing business as BDR Transport ("BDR") is
2 an Arizona Corporation which employed Baughn on January 29, 2014. For the time period up to
3 and including the January 29, 2014 accident, BDR is protected from liability as a result of the
4 Arizona Workers' Compensation Act, A.R.S. § 23-1022.

5 5. Blake Reidhead ("Reidhead") is the chief executive officer of BDR, and an Arizona
6 citizen. On information and belief, all decisions to refrain from reporting the January 29, 2014
7 accident to appropriate authorities as required by law, and to discard evidence critical to adequate
8 investigation of the accident, were made by Reidhead, or approved and ratified by Reidhead.

9 6. John Does 1-10 are managers, supervisors, and/or other employees or agents of
10 Staker, not at this time known or knowable by Plaintiff, residing in Arizona and elsewhere, who
11 were responsible for setting or implementing policies as described herein which were factors in
12 unknown degrees in causing the severe injury suffered by Baughn on January 29, 2014.

13 7. One or more persons identified for now as John Does 1-10 participated in actions or
14 decisions to prevent a reasonable investigation of the accident in which Baughn was injured.

15 8. XYZ Corporations are corporations, unknowable at this time to Plaintiff, that
16 designed or manufactured a defective product that, in combination with factors caused by other
17 Defendants, caused one or more tires to explode and injure Baughn on January 29, 2014.

18 9. All actions described of employees or agents of Staker or BDR were performed
19 within the scope of employment or agency.

20 10. On information and belief, all actions and inactions of employees or agents of
21 Staker and BDR were consistent with instructions given, or understood to be consistent with how
22 the company wanted to execute its responsibilities.

23 11. Staker as mine operator, and BDR as employer engaging in activity within a mine
24 and within the jurisdiction of the Mine Safety and Health Administration of the United States
25 Department of Labor (MSHA), owed duties to persons working in the mine including Baughn, to
26 train all employees regarding safety and safe techniques to perform their work.

JANUARY 29, 2014

12. On January 29, 2014, Baughn was employed by BDR as a truck driver, working at the Ina Pit. Baughn drove what is often referred to as a rear end loading trailer.

13. Staker and BDR failed to have adequate standards and to adequately train workers including Baughn regarding working on equipment with the potential of hazardous release of energy. One such hazard is the potential uncontrolled immediate release of pressure from a tire.

14. Staker and BDR did not have and communicate adequate safe procedures to use if a truck in the mine picked up rocks, including a rock which may become lodged between dual tires.

15. Staker and BDR oversaw a system at the Ina Pit where employees who had not been adequately trained became responsible for dealing with hazards such as rocks lodged between dual tires.

16. Staker and BDR were aware, or if acting reasonably in their responsibilities would have been aware, that hauling within an open pit includes potentially hazardous activity including risks from equipment including tires.

17. On January 29, 2014, prior to and until at least the accident, Staker was the mine operator and loaded dirt and rock onto the truck trailer driven by Baughn and other drivers, including BDR co-employees of Baughn.

18. There are limits to what can lawfully be placed onto a truck trailer.

19. Those limits are set in part to protect the drivers, employees, and public from potential hazards.

20. Among the hazards that occur from overloading a truck trailer is added stress to the tires upon which the weight is borne.

21. Defendant Staker had a practice of routinely overloading trailers.

22. Staker and other Defendants also engaged routinely in the practice of unevenly loading the trailer of trucks. The manner that the uneven loading occurred also increased the stress on the rear tires of the trailer.

1 23. Mine operator Staker had a duty to maintain reasonably safe mine road and dump
2 site conditions which would include routine clearance of matter to prevent or minimize the
3 likelihood of rocks from interfering with the safe operation of truck tires.

4 24. On January 29, 2014, the routine practices of overloading and unevenly loading
5 “buckets” in the truck trailer were being practiced by Staker.

6 25. On information and belief, the operator of the loader of dirt and materials onto the
7 trailer was a Staker employee, or otherwise contracted so as to have his work directions controlled
8 by Staker.

9 26. On information and belief, the operator of the dirt loader ran equipment which
10 allowed the reasonably precise calculation of poundage that had been loaded onto the truck trailer,
11 and each of the buckets on the trailer.

12 27. Staker, through its employees, was aware that its regular practice would result in
13 overloading trailers, which would add stress to trailer tires.

14 28. Staker, through its employees, was aware that its regular practice of uneven loading
15 would add stress to the rear tires.

16 29. On January 29, 2014, there were inadequately maintained conditions at the Ina Pit
17 road which allowed trailer tires to pick up rocks which had not been cleared by sufficient road
18 maintenance. One or more rocks became lodged between dual tires of truck trailers, including the
19 truck driven by Baughn.

20 30. On January 29, 2014, Baughn’s vehicle picked up a rock between its dual tires prior
21 to the accident.

22 31. Truck trailers could pick up a rock which would lodge between dual tires without
23 any fault on the part of the driver.

24 32. Truck trailers could pick up a rock which would lodge between dual tires on the
25 road, at dump sites, and loading sites without any fault of the driver.

26 33. Baughn was not at fault for his truck trailer picking up rock(s) between dual tires.

1 34. The accident in which Baughn was injured was described by BDR in a December 4,
2 2014, submission to the United States Mine Safety and Health Agency ("MSHA"): "William
3 Baughn was hauling dirt for Staker Parson's yard at 5400 W. Massingale Rd., Tucson, AZ 85743.
4 While in the yard he noticed there was a large rock between two tires on his trailer. (Rear Right
5 Dual Tires). He grabbed his hammer and started hitting the rock to get it out of there. Hit it a
6 couple of times and then both tires blew while he was hitting at the rock. After the tires blew, the
7 loader operator looked and noticed him on the ground. He then called his manager to call 911."

8 35. Staker and BDR had never instructed Baughn to stop working if and when a rock
9 became lodged between dual tires.

10 36. Staker and BDR had never instructed Baughn to seek assistance from a designated
11 individual if and when a rock became lodged between dual tires.

12 37. Staker and BDR had never instructed or authorized Baughn to stop working if and
13 when a rock became lodged between dual tires to call a tire service or supervisor of any sort who
14 was adequately trained to safely resolve the potential hazard.

15 38. Baughn was not at fault for causing the tire(s) to explode.

16 39. On information and belief, the accident related injuries were immediately believed
17 to be life threatening.

18 40. On information and belief, a helicopter was summoned for emergency rescue.

19 41. A motor vehicle ambulance arrived prior to any helicopter. The determination was
20 made by someone other than Baughn that he travel to the University of Arizona Medical Center
21 ("UAMC") by ambulance.

22 42. Descriptions in medical records created January 29, 2014, state: Northwest Fire
23 District were the first emergency responders to the scene. Northwest Fire District's Patient Care
24 Report narrative indicates that "UiA found pt sitting on the ground in a rock quarry next to the
25 trailer of an 18-wheeler [sic]. Co-workers o/s state, 'He was trying to get a rock out from between
26 the trailer dual tires & we looked up and he was lying on the ground. He didn't respond to us at

1 first.' Pt. answers questions but scores a 1 out of 6 on cognitive screening test. Pt denies pain &
 2 only knows his name. Pt placed in full C-spine immobilization & loaded onto structure of pm 839.
 3 Secondary revealed (-) injuries pt. has (=) bilat grips & (=) bilat foot movement. Pt transported
 4 Code 3 to UMC. Pupils were as follows: o/s (R) slow to react at 2 & (L) at 3. En route (R)
 5 remained." Their report also indicates this was a "traumatic injury and that Baughn had a "1/2"
 6 laceration on his face, head abrasions, and left eye swelling."

7 43. Code 3 is used when transporting a patient whose life is in danger.

8 44. The trauma unit and other personnel at UAMC took lifesaving actions immediately
 9 upon Baughn's arrival, including intubation since Baughn's airway was compromised, treatment
 10 of esophageal rupture, xrays, and admittance into the intensive care unit ("ICU") for further
 11 monitoring. The CCM Admission note from UAMC indicates that Baughn presented with "SOB
 12 [shortness of breath] and chest pain."

13 45. Injuries diagnosed in the first hours following the accident include esophageal tear,
 14 loss of consciousness, and trauma to the face and eye. Multiple surgical procedures were
 15 performed after the accident.

16 46. Baughn was an inpatient at UAMC from January 29, 2014 until February 13, 2014.

17 47. When Baughn was discharged from inpatient status, he continued to be unable to
 18 receive nourishment except through tubes which would bypass the injuries to his torn esophagus.

19 48. Baughn received permanent injuries from the accident which affect, among other
 20 things, his balance, vision, memory, and his ability to speak as he did before the accident.

21 **DEFENDANTS STAKER AND BDR FAIL TO REPORT,**
 22 **AND DESTROY EVIDENCE OF THE ACCIDENT**

23 49. The scene of the accident contained information vital to the determination of how
 24 the accident had occurred.

25 50. The same information may be helpful in preventing future accidents.

26 51. The laws of the United States required both BDR as employer and Staker as mine

1 operator to cause reports of accidents to be filed with MSHA where the accidents result in injury to
2 employees at the mine.

3 52. If the accident caused a fatal or possibly fatal injury, MSHA requires an immediate
4 report.

5 53. The nature of the January 29, 2014, accident was one that required an immediate
6 report to MSHA.

7 54. Both employer BDR and Staker had a duty to cause an immediate report to MSHA
8 on January 29, 2014.

9 55. Had there been an immediate report to MSHA, the agency or other persons acting
10 with awareness of an accident may have determined additional relevant facts about the tire(s)
11 which caused the injuries, the mine site and conditions of roads and the dump site at the mine, the
12 weight of the loads that had been placed in the trailer(s) and buckets, the position of the loads and
13 buckets at the time of the accident and for the times preceding the accident, and would have been
14 able to interview all persons at the work site who had witnessed and experienced conditions at the
15 work site that day, and possibly had witnessed Baughn before and after the accident.

16 56. Had timely notice been given, many investigative techniques could have been used
17 by MSHA, other persons, and agencies which would enable far more detailed analysis of how the
18 accident and injuries occurred to Baughn, and how they may be prevented or minimized as a
19 possible recurring threat to future persons including employees.

20 57. Staker never filed a report to MSHA.

21 58. Staker never caused BDR to file a report with MSHA.

22 59. Baughn obtained legal counsel in November 2014. Counsel wrote to MSHA on
23 November 20, 2014 asking for reports of the January 29, 2014 accident. *See Exhibit 1.*

24 60. MSHA had never received a report of the accident prior to the November 20, 2014,
25 letter from Baughn's counsel.

26

1 61. MSHA had never learned of the accident prior to the November 20, 2014 letter
2 from Baughn's counsel.

3 62. On or about December 5, 2014, MSHA cited both BDR and Staker for failing to
4 report the Baughn accident. *See* Exhibits 2, 3, and 4.

5 63. On or about December 4, 2014, BDR filled out a form and sent the statement listed
6 in paragraph 34 above to MSHA. *See* Exhibit 5 to this Complaint.

7 64. On information and belief, on November 18, 2014, Pam Fudge ("Fudge") of
8 Copper Point Insurance Companies ("Copper") called BDR to ask questions regarding the
9 accident.

10 65. On information and belief, BDR told Fudge no more than what is described in the
11 December 15, 2014 letter from Barry Kirschner to Fudge. *See* Exhibit 6.

12 66. Fudge confirmed that she had been informed by BDR that limited information had
13 been accumulated in connection with the January 29, 2014 accident and its causes.

14 67. Fudge was told by BDR that it kept no information about the tire(s) which had
15 exploded, any physical investigation of the location of Baughn's body following the tire blast, and
16 where other physical objects were placed after the accident,

17 68. Fudge was informed by BDR that it had no witness statements or other data in
18 connection with the January 29, 2014 accident and its causes, or any investigation of that accident.
19 BDR told Fudge that the tire(s) involved had been discarded and were not available for
20 investigation or review.

21 69. Fudge, an employee of the insurance carrier now responsible for protecting
22 Baughn's rights as an injured employee under Arizona's workers compensation laws, declined to
23 provide any notes of her contact with BDR to Baughn.

24 70. On information and belief, Staker has never been approached by BDR, Copper
25 Point, or MSHA to provide the names of witnesses at or near the accident scene.
26

72. On information and belief, Staker has failed to retain physical evidence that would assist in any investigation attempting to determine how and why the January 29, 2014 accident occurred.

73. On information and belief, Staker and BDR personnel communicated among themselves on January 29, 2014 and decided to not report the accident to MSHA.

8 74. On information and belief, Staker and BDR personnel communicated about the
9 January 29, 2014 accident between themselves at one or more times between January 30, 2014 and
10 February 10, 2014 and decided to not report the accident to MSHA.

75. Staker and BDR also decided that neither would report the accident to the Arizona State Mine Inspector.

76. The actions of Staker and BDR to not report the accident, and to destroy or allow the destruction of evidence, were performed within the scope of their employment.

77. The destruction of evidence, and the absence of reports investigating the accident have thus far denied Baughn the ability to determine whether others may be at fault for causing or contributing to the accident and his injuries.

COUNT 1
NEGLIGENCE OF STAKER PARSONS

78. Plaintiff incorporates all paragraphs above as if again stated in Count 1.

79. Staker had a duty to provide reasonably safe conditions at the Ina Pit.

80. Staker and BDR failed to comply with requirements of statute, regulation, and/or common law. The failure of compliance and to use reasonable care in devising and implementing adequate safety training and techniques is a proximate cause of the injuries to Baughn which are described in this Complaint.

1 81. The accident and injuries described in this complaint would not have occurred but
2 for the negligence of Staker.

3 82. Staker violated its duties by failing to maintain reasonably safe working conditions,
4 and by creating hazards such as overloading and uneven loading of trailers.

5 83. The overloading of trailers may be a substantial factor in causing the stress on a tire
6 which would cause the extraordinary result of a tire explosion.

7 84. Tire explosions due to overloading and being overstressed are conditions that are
8 foreseeable and preventable.

9 85. On information and belief, the tire or tires that exploded proximately causing the
10 injury to Baughn were overstressed.

11 86. On information and belief, the tire or tires that exploded proximately causing the
12 injury to Baughn were overstressed by overloading and uneven loading.

13 87. Retention of data from the accident site including the tire(s) that exploded,
14 photographs, and physical measurements available at the scene on January 29, 2014 would enable
15 far more detailed analysis of how and why the tire(s) exploded.

16 88. The failure to timely report to MSHA, to adequately investigate, and/or inspect the
17 accident site and related equipment has deprived Baughn of the opportunity to explain in greater
18 detail the mechanism that has caused his injuries.

19 89. Staker and BDR were aware that they were in unique possession and control of data
20 that would or could be critical to determine how and why an injury occurred to Baughn.

21 90. Staker and BDR were aware that they had a duty to report the accident timely to
22 MSHA.

23 91. Staker and BDR were aware that one reason for reporting the accident was to allow
24 a reasonable investigation at the accident scene.

25 92. Staker and BDR were aware that they had a duty to *immediately* report the accident
26 so that it would be timely reported to MSHA.

94. The negligence of Staker proximately caused the accident and injuries to Baughn.

95. The failure to report the accident by Staker was intentional.

96. The failure to investigate the accident by Staker was intentional.

97. On information and belief, the failure by Staker to retain evidence and/or cause others to retain evidence that was accumulated or could have been accumulated January 29, 2014 and shortly after the accident by Staker was intentional.

WHEREFORE, Baughn seeks recovery from Defendants Staker and Gamez in a reasonable amount for personal injury, loss of earning capacity, medical and other expenses, diminished quality of life, and all damages suffered as a result of the January 29, 2014 accident, for costs, and for all other relief deemed just and lawful under the premises.

COUNT 2
THIRD PARTY SPOILIATION OF EVIDENCE BY BDR

98. Plaintiff incorporates all paragraphs above as if again stated in Count 2.

99. BDR and Staker were in unique possession and control of data that would or could be critical to determine how and why an injury occurred to Baughn.

100. BDR was aware following the accident that, because of protection from Arizona's workers' compensation statutes, *e.g.* A.R.S. 23-1022, it was protected from liability in a civil action for improper activity which caused or contributed to the January 29, 2014 accident.

101. BDR was aware following the accident that Staker did not have the protection from Arizona's workers' compensation statutes, *e.g.* A.R.S. 23-1022, and that Staker was *not* immune from liability in a civil action for improper activity which caused or contributed to the January 29, 2014 accident.

102. On information and belief, BDR and Staker do substantial business with each other,

1 with contracts for services at the Ina Pit exceeding \$100,000.

2 103. On information and belief, BDR and Staker do substantial business with each other,
3 with contracts for services including at the Ina Pit exceeding \$1,000,000.

4 104. On information and belief, BDR was aware on January 29, 2014 that violation(s) of
5 safe mining practice existed at the Ina Pit, and that an inspection by MSHA could recognize,
6 memorialize, and take actions to prohibit unsafe practices.

7 105. BDR realized that a MSHA inspection could result in penalties to Staker and BDR
8 if conditions at the time of the January 29, 2014 accident were discovered by MSHA.

9 106. BDR was aware that Staker had been cited for violations by MSHA at the Ina Pit
10 prior to the January 29, 2014 accident.

11 107. BDR was aware that it was performing practices on January 29, 2014 that could be
12 cited by MSHA.

13 108. One practice BDR performed at the Ina Pit was tolerating overloading by Staker.

14 109. Another practice BDR tolerated at the Ina Pit was uneven loading by Staker.

15 110. BDR intentionally destroyed evidence and investigation data, knowing that it would
16 have the effect of making citations to it and Staker, and legal recovery against Staker, more
17 difficult for Baughn and/or his successors.

18 111. BDR intentionally destroyed evidence for the purpose of preventing or limiting the
19 ability of Baughn to advance litigation against Staker.

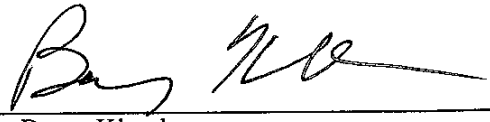
20 112. BDR's acts of intentional spoiling evidence have harmed Baughn by making legal
21 recovery more difficult, less likely (or if possible in a lessened amount) by making it more difficult
22 for Baughn and his medical providers to learn additional details about the mechanisms and force of
23 the injurious impact, and added cost to the accumulation of data that would otherwise have been
24 more easily available. The actions of BDR in spoiling evidence has also harmed Baughn in his
25 ability to understand the accident and what has happened to him.

26

1 WHEREFORE, Baughn seeks recovery in reasonable amounts authorized by law or equity
 2 from all defendants to fairly compensate for his injuries, and reimburse lienholders for expenses
 3 including medical and loss of earning capacity benefits from his workers compensation carrier,
 4 costs to the maximum allowable degree including taxable costs, and all other relief lawful or just
 5 under the premises. Baughn does not seek damages from BDR that are exempted by Arizona
 6 workers' compensation statutes.

7 RESPECTFULLY SUBMITTED March 18, 2015.

8 WATERFALL ECONOMIDIS CALDWELL
 9 HANSHAW & VILLAMANA, P.C.

10 By 
 11 Barry Kirschner
 12 Attorneys for Plaintiff

13 Original electronically filed and copy
 14 delivered electronically this 18th
 day of March, 2015, to:

15 Hon. Charles Harrington
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