

# CERTIFICATE OF INSURANCE

DATE  
01-Mar-10

**BROKER**  
**SAFETY**  
INSURANCE GROUP  
2150 Islington Avenue, Suite 400  
Toronto, Ontario, Canada M9P 3V4  
Tel: 416-259-4625 ~ Fax: 416-259-7178

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

COMPANIES AFFORDING COVERAGE	
COMPANY A	OLD REPUBLIC INSURANCE COMPANY
COMPANY B	
COMPANY C	
COMPANY D	

**INSURED**  
**DRUMBO TRANSPORT LIMITED**  
425 MELAIR DRIVE  
AYR, ON  
N0B 1E0

**COVERAGES**  
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies exclusions and conditions of such policies.  
**LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS**

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (YYYY/MM/DD)	POLICY EXPIRATION DATE (YYYY/MM/DD)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE	R33186	2011/03/01	2012/03/01	EACH OCCURRENCE GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS COMPLETED OPERATIONS AGGREGATE PERSONAL INJURY TENANT'S LEGAL LIABILITY
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> DESCRIBED AUTOMOBILES <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> LEASED AUTOS, OPCF 5 <input checked="" type="checkbox"/> NON-OWNED AUTOS, SPF 6 <input checked="" type="checkbox"/> OPCF 21B/A - BLANKET	T33293	2011/03/01	2012/03/01	BODILY INJURY & PROPERTY COMBINED SINGLE LIMIT <b>\$2,000,000</b>
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE
A	<b>OTHER</b> <input checked="" type="checkbox"/> PHYSICAL DAMAGE-PER OCC. <input checked="" type="checkbox"/> NON-OWNED TRAILERS, 27(B) <input checked="" type="checkbox"/> MOTOR TRUCK CARGO (All Risk) <input type="checkbox"/>	T33293/R33186	2011/03/01	2012/03/01	<b>ALL PERILS DEDUCTIBLE: \$5,000</b> DED. <b>\$5,000</b> ~ LIMIT: <b>\$50,000</b> DED. <b>\$5,000</b> ~ LIMIT: <b>\$1,000,000</b>


**DESCRIPTION OF OPERATIONS / SPECIAL CONDITIONS / OTHER**      *Note: Limits are Stated in CANADIAN Dollars*

USUAL TO A TRUCKMAN / COMMON CARRIER. ALL COMMERCIAL VEHICLES OWNED / OPERATED BY OR ON BEHALF OF THE NAMED INSURED.

**CERTIFICATE HOLDER**

Attn: \_\_\_\_\_ Fax: \_\_\_\_\_

**SPECIMEN**

AUTHORIZED REPRESENTATIVE  


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

Issued to DRUMBO TRANSPORT LTD. of 425 MELAIR DRIVE  
HAMILTON, ONTARIO this 19TH day of FEBRUARY, 2010  
 Amending Policy No. T33293 Effective Date MARCH 1, 2010

Name of Insurance Company: **OLD REPUBLIC INSURANCE COMPANY**

Countersigned by:

**OLD REPUBLIC INSURANCE COMPANY**

*Donna Dutton*  
 Authorized Company Representative

**DONNA DUTTON, SENIOR UNDERWRITER**

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for limits shown:  
 This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000. 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 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: (905) 523-5936

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 jurisdiction, 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 damage, or destruction of natural resources arising out of conditions which result 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.

**ENVIRONMENTAL RESTORATION** means restitution for the loss,

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, which the limits stated herein, as a motor carrier of property, with Section 29 and 30 of the Motor Carrier Safety Administration.

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 Section 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 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

The Motor Carrier Act of 1980 requires limits of financial responsibility according to the type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility. THE SCHEDULE OF LIMITS SHOWN ON THE NEXT PAGE DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

Form MCS-90

(OVER)

**SCHEDULE OF LIMITS  
Public Liability**

Type of Carriage	Commodity Transported	Minimum Insurance
(1) For-hire (In interstate or foreign commerce).	Property (Non-hazardous).	\$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce).	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; any quantity of 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).	Oil listed in 49 CFR 172.101, 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).	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 Class 7 material as defined in 49 CFR 173.403.	5,000,000

**Note:** The type of carriage listed under (1), (2), and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

**SCHEDULE OF LIMITS  
Public Liability**

For-hire motor carriers of passengers operating in interstate or foreign commerce

Vehicle Seating Capacity	Minimum Insurance
(1) Any vehicle with a seating capacity of 16 passengers or more	\$ 5,000,000
(2) Any vehicle with a seating capacity of 15 passengers or less.	\$ 1,500,000