PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
101 Executive Center Drive, Suite 100
Columbia, South Carolina 29210

Phone: (803) 896-5100 FAX: (803) 896-5199

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 1 of 46

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR OPERATION OF MOTOR VEHICLE CARRIER

Select Class: (Check one) Date: 10/13/2021

- ☒ E (HHG) - Household Goods
- ☐ E (HAZ) - Hazardous Material

IMPORTANT! If application is to amend scope of authority, a current annual report must be on file with the Commission **before** application will be accepted. If application is for a NEW CERTIFICATE, do not submit annual report.

Check one:

- ☒ New Application
- ☐ Amended Scope of Authority

Current Scope:
(list counties) _____

Amended Scope:
(list counties) _____

1. Upstate Moving & More, LLC
Name under which business is to be conducted (corporation, partnership, or sole proprietorship, with or without trade name)

34 Pacific Avenue, Greenville, SC 29605
Street Address of Applicant

Mailing Address of Applicant (if different from street address)

8647299156
Phone

FAX

rosemondkelvin@gmail.com
Email Address

2. If the Applicant is an LLC or a corporation, a copy of the Certificate of Existence from the South Carolina Secretary of State and the Articles of Incorporation must be attached. (If incorporated outside of SC, attach South Carolina Secretary of State "Foreign Corporation" Certificate.)

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 2 of 46

Applicant is financially able to furnish the services as specified in this application and submits the following statement of assets and liabilities.

Financial Statement

Applicant's assets and liabilities are as follows:

Assets:		Liabilities:	
Value of Real Estate	0	Mortgage/Loan on Real Estate	0
Value of Motor Vehicles	10,000	Loans Owed on Motor Vehicles	0
Cash on Hand	0	Business/Other Loans Owed	0
Cash in Bank	2,500	Other Liabilities or Debts	0
Value of Other Assets and Equipment	2,000	**Total Liabilities**	0
Total Assets	14,500		

INSTRUCTIONS:

1. "Value of Real Estate" means the actual or estimated market value of any real property/buildings owned by the Company/Business Applying for a Certificate.
2. "Mortgage/Loan on Real Estate" means the outstanding balance on any Mortgage, Equity Line or other Loan secured by the Real Estate listed in Item 1.
3. "Value of Motor Vehicles" means the actual or fair estimated value of any moving vans, trucks or other vehicles owned by the Company/Business Applying for a Certificate.
4. "Loans Owed on Motor Vehicles" means the outstanding balance on any loans or liens on the vehicles listed in Item 3.
5. "Cash on Hand" is the total of actual cash held by the Company/Business applying for a Certificate on the day this form is filled out.
6. "Business/Other Loans Owed" means the outstanding balance on any small business loan or other unsecured loan made by a person, bank or business to the Business/Company applying for a Certificate.
7. "Cash in Bank" means the current balance in checking accounts, savings accounts or the like in the name of the Company/Business applying for a Certificate. Do not include retirement accounts or personal bank account balances.
8. "Value of Other Assets and Equipment" should include the actual or estimated value of items such as office equipment (computers/furnishings), moving equipment (hand trucks/blankets/strapping), and trailers.
9. "Other Liabilities or Debts" means specific amounts/balances which the Company/Business applying for a Certificate knows that it owes to other persons or companies; for example Franchise Fees. This does NOT include regular bills such as electricity bills, security system costs, insurance, salaries, etc.

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 3 of 46

PROPOSED RATES AND CHARGES FOR SERVICE

Proposed Rates and Charges (List only maximum charges per mile or trip, and/or hourly rate):

3 Men - $100/hr
2 Men - $80/hr
+$20/hr for each additional man

Three Hour Minimum

Half Hour Travel Fee

The Half Hour Travel Fee applies on moves more than 50 miles from the office. If the destination location of the move is more than 50 miles from the office location, then a travel fee will be applied in the amount of ½ of the applicable hourly rate for the return trip back from the destination to the office.

COMMODITIES TO BE TRANSPORTED AND AREA(S) TO BE SERVED

Commodities to be Transported: (Check one)

- ☒ Household Goods, as defined in R103-210(1)
- ☐ Hazardous Wastes, as defined in R103-210(2)

Requested Scope of Authority: Check all counties in which you are requesting permission to operate. You will only be allowed to operate in those counties checked below. You may request "Statewide" authority if you intend to operate in all counties in South Carolina.

☐ Abbeville	☐ Cherokee	☐ Florence	☐ Lee	☐ Saluda
☐ Aiken	☐ Chester	☐ Georgetown	☐ Lexington	☐ Spartanburg
☐ Allendale	☐ Chesterfield	☐ Greenville	☐ Marion	☐ Sumter
☐ Anderson	☐ Clarendon	☐ Greenwood	☐ Marlboro	☐ Union
☐ Bamberg	☐ Colleton	☐ Hampton	☐ McCormick	☐ Williamsburg
☐ Barnwell	☐ Darlington	☐ Horry	☐ Newberry	☐ York
☐ Beaufort	☐ Dillon	☐ Jasper	☐ Oconee	
☐ Berkeley	☐ Dorchester	☐ Kershaw	☐ Orangeburg	☒ Statewide
☐ Calhoun	☐ Edgefield	☐ Lancaster	☐ Pickens	
☐ Charleston	☐ Fairfield	☐ Laurens	☐ Richland	

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 4 of 46

DESCRIPTION OF EQUIPMENT

You are **not** required to own a vehicle to file an application. However, prior to the Commission hearing, you will be required to have obtained a vehicle.

MAKE	YEAR & MODEL	VIN#	EMPTY WEIGHT
Freightliner	1994 Mover	1FV6HLBA4XHF33224	11500

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 5 of 46

INSURANCE QUOTE

This form **MUST BE COMPLETED.**
The insurance quote must be complete, listing current insurance premiums. At the discretion of the Commission, a copy of current insurance policies may be required. Do not provide a copy of insurance policies unless requested. You will not be required to purchase insurance until your application has been approved and an order has been issued by the PSC. THIS IS ONLY A QUOTE.

The following insurance quote is for:

Kelvin Rosemone, Upstate Moving & More, LLC
Name of Applicant

34 Pacific Avenue, Greenville, SC 29605
Address of Applicant

Amount of Premium: **Limits Quoted: (See Below)**

Liability Insurance $ 11888 Limits 750000

Cargo Insurance $ 2100 Limits 30000

* Attach Certificate of Insurance if available.

Liability - CAAP PRO, Cargo - Carolina Agency Partners
Name of Insurance Company

Liability - PO BOX 2655, Greer, SC 29652, Cargo - P.O. Drawer 2307, Anderson, SC 29622
Home Office Address of Company

I, the Applicant, am familiar with the Commission's Rules and Regulations relating to insurance requirements and the above quote meets the minimum insurance limits prescribed. The insurance company making this quote is authorized by the South Carolina Department of Insurance to do business in South Carolina.

* Form E and Form H Certificates of Insurance are required to be filed with the Office of Regulatory Staff (ORS). The schedule of **minimum limits for Household Goods** carriers are listed below:

Vehicle liability for vehicles less than 10,000 lbs. GVWR	$ 500,000
Vehicle liability for vehicles 10,000 lbs. or more GVWR	$ 750,000
Cargo - For loss of or damage to property carried on any one motor vehicle	$ 2,500
For loss of or damage to or aggregate of losses or damages of or to property occurring at any one time and place	$ 5,000

NOTICE:
If you wish to self-insure your motor vehicles for liability and property damage, you must comply with S.C. Code Ann. Sections 56-9-60 and 58-23-910. For more information, contact the Department of Motor Vehicles at (803) 896-8457 or (803) 896-9903.

If you wish to apply as a self-insured for worker's compensation coverage in South Carolina you may do so with the South Carolina Worker's Compensation Commission (WCC) provided that you will be able to: 1) post a surety bond or letter-of-credit with the WCC for a minimum of $500,000. 2) agree to pay a yearly self-insurance tax, and 3) agree to pay an annual assessment to the South Carolina Second Injury Fund. For more information, contact the WCC Self-Insurance Division at (803) 737-5712 or on the web at www.wcc.state.sc.us/self-insurance.

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 6 of 46

Exhibit Fit, Willing, and Able (FWA)

Kelvin Rosemond, Upstate Moving & More, LLC
Name

1. Does Applicant have a Safety Rating from the U.S.D.O.T.?

   ○ Yes ◉ No ○ Pending (Submit when received.)

   If Yes, indicate rating below and provide copy.

   ○ Satisfactory ○ Conditional ○ Unsatisfactory

2. Have any of Applicant's drivers or vehicles been placed "out of service" by Transport Police safety officers in the past twelve (12) months?

   ○ Yes ◉ No

3. Are there currently any outstanding judgment(s) against the Applicant?

   ○ Yes ◉ No

   If "Yes", list judgements here.

4. Is Applicant familiar with all statutes and regulations, including safety regulations and workers' compensation laws that govern for-hire motor carrier operations in South Carolina, and does Applicant agree to operate in compliance with these statutes and regulations?

   ◉ Yes ○ No

5. Is Applicant aware of the Commission's insurance requirements and the insurance premium costs associated therewith? (The Insurance Quote on Page 6 must be completed, listing current insurance premiums.)

   ◉ Yes ○ No

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
101 EXECUTIVE CENTER DRIVE, SUITE 100
COLUMBIA, SOUTH CAROLINA 29210

Applicant is familiar with the provision of S.C. Code Ann. §58-23-10, et seq.(1976), and amendments thereto, and R.103-100 through R.103-241 of the Commission's Rules and Regulations for Motor Carriers (Volume 10, S.C. Code Ann. Regs., 1976), and R.38-400 through R.38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers (Volume 2, S.C. Code Ann., 1976) and amendments thereto, and hereby promises compliance therewith.

S.C. Code Ann. Section 58-3-250 states, in part, that every final order of the Commission must be served by electronic service, registered or certified mail, upon the parties to the proceeding or their attorneys.

Please check the applicable box:

- [x] The Applicant AGREES to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System. The Applicant authorizes the Commission to serve its orders by using the e-mail address as it appears on page one of this Application. To sign up for eService notifications, please visit www.psc.sc.gov to create a My DMS account.
- [ ] The Applicant DOES NOT AGREE to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System.

The Applicant believes that there is a need for its company's services in the proposed service area.

The Applicant understands that this completed Application serves as prefiled testimony for the Applicant for hearing purposes.

The Applicant for the Certificate of Public Convenience and Necessity as set forth in the foregoing, swear or affirm that all statements contained in the above application are true and correct.

Applicant's Signature

Owner
Title of Applicant (e.g. President, Owner, etc.)

STATE OF SOUTH CAROLINA)
)
COUNTY OF Greenville)

SWORN TO BEFORE ME
This 28 day of Jan, 2022

Notary Public

LUCAS C MARCHANT
COM. EXP.
NOTARY PUBLIC
01-25-2027
SOUTH CAROLINA

Commission Expires

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 7 of 46

The State of South Carolina

Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

Upstate Moving & More, LLC, a limited liability company duly organized under the laws of the State of South Carolina on June 23rd, 2021, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-44-809, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 28th day of January, 2022.

Mark Hammond

Mark Hammond, Secretary of State

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 8 of 46

Policy No. IMP 3658813 00 00
Renewal Of

POLICY COMMON DECLARATIONS

NAMED INSURED AND ADDRESS: Upstate Moving & More LLC 34 Pacific Ave Greenville, SC 29605	
IN RETURN FOR PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.	**AGENT'S NAME AND ADDRESS:** Johnson & Johnson, Inc Po Box 899 Charleston, SC 29402
Insurance is afforded by the Company named below, a Capital Stock Corporation: Great American Insurance Company	
POLICY PERIOD: From 10/07/2021 To 10/07/2022 12:01 A.M. Standard Time at the address of the Named Insured	

This policy consists of the following Coverage Parts for which a premium is indicated. This premium may be subject to adjustment.

		Premium
Commercial Property		
Commercial General Liability		
Commercial Crime and Fidelity		
Commercial Inland Marine	$	2,100.00
Commercial Equipment Breakdown		
Commercial Auto		
Commercial Umbrella		
Total	$	2,100.00

FORMS AND ENDORSEMENTS applicable to all Coverage Parts and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule IL 88 01 (11/85).	**POLICY ALTERNATE MAILING ADDRESS:**

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 9 of 46

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 10 of 46

for all the great you do℠

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ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 11 of 46

Policyholder Notice Regarding Claims

Claims Handling Procedures

An important value of your insurance coverage is the insurer's ability and reputation for responding and handling a claim. Great American's Property & Inland Marine's Division is dedicated to offering excellent claims service to insureds.

Notices of each incident, claim, or suit must be immediately sent to the address, fax or email listed below.

Claims Mailing Address

Great American Insurance Group
301 E. Fourth Street, 21st Floor
Cincinnati, OH 45202-4201
Toll-Free: 800-584-0835
Fax: 800-811-4751
pimclaims@gaig.com

Great American Insurance Group
Property & Inland Marine Claims
P.O. Box 5440
Cincinnati, OH 45201-5440

After Hours Emergency Restorations/Clean-Up (USA only)

ServiceMaster 800-737-7663

A Claims Department representative will contact you directly to confirm receipt of the notice and to discuss further details of handling the claim.

Built on Relationships. Focused on Solutions. ®

Service Minded. Solution Driven. Specialty Focused.

That's what we are, and what you can count on to help write more business. We're not your run-of-the-mill insurance company. At Great American Property & Inland Marine Division, we pride ourselves on our dedicated claims service and specialized expertise focused only on property and inland marine coverages. So, you get the solutions you need from the people you trust.

Great American Insurance Group, 301 E. Fourth St., Cincinnati, OH 45202. Policies are underwritten by Great American Insurance Company, Great American Assurance Company, Great American Alliance Insurance Company and Great American Insurance Company of New York, authorized insurers in all 50 states and the DC. The Great American Insurance Group eagle logo and the word marks Great American ®, Great American Insurance Group ®, and Built on Relationships. Focused on Solutions. ® are registered service marks of Great American Insurance Company.

5586-PIM (06/21)

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ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 12 of 46

POLICYHOLDER NOTICE

CERTAIN COMPUTER-RELATED LOSSES

(Applicable to Commercial Fire, Commercial Inland Marine, and Crime Policies)

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

An exclusion has been added to your policy to explicitly state that coverage is not provided for loss caused by a computer's inability, or that of computerized or other electronic equipment, to properly recognize a particular date or time. An example of this is a loss caused by the inability of the computer to recognize the year 2000 (Y2K). However, coverage is provided under certain circumstances: if the computer's inability to recognize a date or time results in a covered cause of loss -- for example, fire -- the loss resulting from that fire will be covered.

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 13 of 46

MOTOR TRUCK CARGO COVERAGE FORM
CARRIER'S LIABILITY

Bills of Lading and Other Written Contracts

The intent of this memo is to inform you, our Insured, of the importance of proper load/shipping documentation so that your insurance policy that contains this Coverage Form can best respond to protect you in the event of loss or damage to cargo.

The coverage provided under this Policy is for your liability for loss or damage to covered property from covered causes, when you are acting as a motor carrier (for hire). Covered property means property of others that you have accepted for transportation as a motor carrier **under your tariff and bill of lading or other written contract.**

A bill of lading or other written contract is necessary to define your (contractual) liability for loss to cargo. The Uniform Straight Bill of Lading (of the National Motor Freight Traffic Association) is the industry standard bill of lading. If you issue another bill of lading form and it closely parallels the information contained in the Uniform Straight Bill of Lading, you may benefit from prior interpretation of those time-tested terms and conditions.

Shippers may offer a "shipper's bill of lading" at pick up of a shipment, the terms of which may favor them and may negatively affect you. It is critical to understand the terms and conditions of the bill of lading or other written contract under which you are hauling goods. These "contracts of carriage" outline your contractual liability for loss, whether or not the motor truck cargo policy covers such loss. Below are some of the typical issues that are addressed within a standard bill of lading:

* Time limitation/requirement for filing claims against the motor carrier.
* Time limitation/requirement for filing a lawsuit against involved parties.
* Clarification of the carrier's liability for improperly packaged items.
* Possible per pound limitations of high valued goods.
* Protection against delay claims (usually not covered under Motor Truck Cargo policies).
* Clarification of the carrier's liability (negligence vs. strict liability) if the consignee refuses delivery.
* Clarification of the carrier's right to salvage or a salvage offset (agreed reduction in claim amount for total loss).

Usually, other written contracts include similar wording, but there is no standard wording to address liability, limitations, consequential damages, delays and salvage. If you are not using the Uniform Straight Bill of Lading, we recommend that an attorney create your written contracts, as they are important legal documents.

Whether or not there is adequate documentation for a shipment can significantly affect whether and how this coverage form responds to a potential loss situation.

Coverage described above is summarized and subject to meeting underwriting guidelines and to the terms, conditions and exclusions printed on the Policy.

Policy No. IMP 3658813 00 00
Renewal Of

POLICY COMMON DECLARATIONS

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		Premium
Commercial Property		
Commercial General Liability		
Commercial Crime and Fidelity		
Commercial Inland Marine	$	2,100.00
Commercial Equipment Breakdown		
Commercial Auto		
Commercial Umbrella		
Total	$	2,100.00

FORMS AND ENDORSEMENTS applicable to all Coverage Parts and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule IL 88 01 (11/85).	**POLICY ALTERNATE MAILING ADDRESS:**

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 14 of 46

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 15 of 46

FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition		Date Added * or Date Deleted	Form Description
1.	IL7001	10-07		BusinessPRO Policy Common Declarations
2.	IL0017	11-98		Common Policy Conditions
3.	IL0249	07-19		South Carolina Changes - Cancellation and Nonrenewal
4.	IL0935	07-02		Exclusion of Certain Computer-Related Losses
5.	IL0952	01-15		Cap On Losses From Certified Acts Of Terrorism
6.	IL7268	09-09		In Witness Clause
7.	IL7273	08-08		Loss Prevention Services
8.	IL7324	08-12		Economic And Trade Sanctions Clause
9.	IL7368	01-20		Disclosure Pursuant To Terrorism Risk Insurance Act
10.	IL7236	07-05		Nuclear, Biological or Chemical Exclusion

* If not at inception

IL 00 17
(Ed. 11 98)

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.

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ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 16 of 46

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.

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ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 17 of 46

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 18 of 46

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH CAROLINA 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 PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs **2.** and **3.** of **Cancellation** Common Policy Condition are replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured and the agent, if any, 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 and agent's last known addresses.

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

7. Cancellation Of Policies In Effect For 120 Days Or More

If this policy has been in effect for 120 days or more, or is a renewal or continuation of a policy we issued, we may cancel this policy only for one or more of the following reasons:

a. Nonpayment of premium;

b. Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy;

c. Substantial change in the risk assumed, except to the extent that:

(1) We had notice of the risk within the first 120 days of the policy period and this is not a renewal or continuation of a policy we issued; or

(2) We should reasonably have foreseen the change or contemplated the risk in writing the policy;

d. Substantial breaches of contractual duties, conditions or warranties; or

e. Loss of our reinsurance covering all or a significant portion of the particular policy insured, or where continuation of the policy would imperil our solvency or place us in violation of the insurance laws of South Carolina.

Prior to cancellation for reasons permitted in this Item **e.**, we will notify the Commissioner, in writing, at least 60 days prior to such cancellation and the Commissioner will, within 30 days of such notification, approve or disapprove such action.

Any notice of cancellation will state the precise reason for cancellation.

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

Nonrenewal

1. We will not refuse to renew a policy issued for a term of more than one year, until expiration of its full term, if anniversary renewal has been guaranteed by additional premium consideration.
2. If we decide not to renew this policy, we will:
   a. Mail or deliver written notice of nonrenewal to the first Named Insured and agent, if any, before:
      (1) The expiration date of this policy, if the policy is written for a term of one year or less; or
      (2) An anniversary date of this policy, if the policy is written for a term of more than one year or for an indefinite term; and
   b. Provide at least:
      (1) 60 days' notice of nonrenewal, when nonrenewal is to become effective between November 1 and May 31; or
      (2) 90 days' notice of nonrenewal, when nonrenewal is to become effective between June 1 and October 31.
3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's last known addresses. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. Any notice of nonrenewal will state the precise reason for nonrenewal.

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ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 19 of 46

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 20 of 46

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(Ed. 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 the 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 microprocessors;

(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.

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ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 21 of 46

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 accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such 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 calendar year 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.

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IN WITNESS CLAUSE

In Witness Whereof, we have caused this Policy to be executed and attested, and, if required by state law, this Policy shall not be valid unless countersigned by our authorized representative.

PRESIDENT

SECRETARY

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ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 22 of 46

IL 72 73
(Ed. 08 08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PREVENTION SERVICES

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS

The following is added to the **Common Policy Conditions**

G. Loss Prevention Services

At our cost, we may provide or recommend a broad range of loss prevention services designed to improve the acceptability of an insured. These services may require your cooperation to make them effective.

We provide these services based on need as indicated by the size, hazard and experience of your operation. We may elect to provide these services through another entity.

In addition to inspections and surveys, referenced in **D. Inspections and Surveys**, these services may include, but are not limited to, safety and prevention training, consultations, safety devices, health screenings and analyses of accident causes.

We are not obligated to provide any loss prevention services and 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.

This endorsement does not change any other provision of the Policy.

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 23 of 46

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC AND TRADE SANCTIONS CLAUSE

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 24 of 46

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 25 of 46

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

Schedule - Part I Terrorism Premium (Certified Acts) $ 0.00 This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies): IMP 3658813 00 00 Additional information, if any, concerning the terrorism premium:
Schedule - Part II **Federal share of terrorism losses is 80%** (Refer to Paragraph **B.** in this endorsement.)
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 a percentage (as shown in Part II of the Schedule of this endorsement) 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 calendar year, 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 calendar year 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.

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ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 26 of 46

IL 72 36
(Ed. 07 05)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR, BIOLOGICAL OR CHEMICAL EXCLUSION

This endorsement modifies insurance provided under the following:

AGRIPAK® FARM AND RANCH POLICY
AgriPro® AGRIBUSINESS® PROTECTION POLICY
BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL INLAND MARINE POLICY
COMMERCIAL PROPERTY COVERAGE PART
EQUINE CARE, CUSTODY AND CONTROL COVERAGE FORM
EQUINE CARE, CUSTODY OR CONTROL POLICY
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY
SAFEPAK® POLICY
SELECT BUSINESS POLICY
SELECT BUSINESS POLICY COVERAGE FORM

The following exclusion is added:

A. Nuclear, Biological or Chemical Exclusion

Notwithstanding any other provision of this policy, we will not pay for any loss or damage caused, directly or indirectly, in whole or in part, by any of the following, regardless of any other cause(s) or event(s) that may contribute concurrently or in any other sequence to the loss or damage:

1. Any actual, attempted, suspected, or threatened use of any "NBC material" as part of any plan, effort, or design, actually or apparently intended to cause any:

   a. loss or damage to any tangible or intangible property, or

   b. "bodily injury" or emotional distress.

2. Any actual, attempted, suspected, or threatened presence, spread, dissemination, release, escape, or distribution of any "NBC material" as a direct or indirect result of any actual, attempted, suspected, or threatened plan, effort, or design, actually or apparently intended to cause any:

   a. loss or damage to any tangible or intangible property, or

   b. "bodily injury" or emotional distress.

However, if a hostile fire results, directly or indirectly, from **1.** or **2.** above, we will not pay for any loss or damage from that fire, unless an applicable statute of the state whose law applies to this insurance requires us to do so. This is so, even if another exclusion in this Coverage Form, Coverage Part, or Policy also applies, and under that other exclusion we would pay for loss or damage from that fire.

However, if an applicable statute of the state whose law applies to this insurance requires us to pay for loss or damage from that fire, then we will do so, but only

(a) to the extent necessary to satisfy the minimum mandatory requirements of that statute and

(b) subject to all applicable policy provisions including the Limit of Insurance on the affected property.

Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense Coverage Forms or Endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

B. Definitions

The following definitions are added:

1. "NBC material"

"NBC material" means any nuclear, biological, or chemical material or substance that causes damage to property or is harmful to human health. "NBC material" includes, but is not limited to:

(1) any radioactive substance or material, and the radiation it releases,

(2) any pathogen, bacterium, microbe, virus, or other organism,

(3) any substance or material produced by or from any pathogen, bacterium, microbe, virus, or other organism, and

(4) any poison, toxin, or other harmful chemical, substance, or material.

(5) the foregoing list (1) through (4) is only illustrative, and should not be construed as a complete, exclusive, or exhaustive list of all "NBC materials."

2. "Bodily injury"

"Bodily injury" includes any physical injury, disease, or death of any person.

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 27 of 46

Policy: IMP 3658813 00 00

INLAND MARINE COVERAGE PART
DECLARATIONS PAGE

NAMED INSURED: Upstate Moving & More LLC	**POLICY PERIOD:** 10/07/2021 to 10/07/2022

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.

DESCRIPTION OF BUSINESS: Household goods mover

PREMIUM:

Premium for this Coverage Part: $ 2,100.00

Premium shown is payable: $ at inception;
$

FORMS AND ENDORSEMENTS applicable to all Coverage Parts and made part of this policy at time of issue are listed on the attached Forms and Endorsements Schedule CM 88 01 (11/85).

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 28 of 46

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 29 of 46

FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition		Date Added * or Date Deleted	Form Description
1.	CM7600	09-00		Inland Marine Coverage Part Declarations Page
2.	CM0001	09-04		Commercial Inland Marine Conditions
3.	CM7676	07-04		Motor Truck Cargo Declarations (Carriers' Liability)
4.	CM7677	07-04		Motor Truck Cargo Coverage Form (Carriers' Liability)
5.	CM7686	06-08		Scheduled Motor Vehicles Endorsement
6.	CM8282	03-09		Diminishing Deductible Endorsement for Loss-Free Experience
7.	CM0122	09-00		South Carolina Changes - Legal Action Against Us
8.	CM8328	10-10		Household Goods/Furniture Movers Endorsement
9.	CM8656	11-17		Marijuana Exclusion

* If not at inception

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 30 of 46

CM 00 01
(Ed. 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.

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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.

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ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 31 of 46

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.

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ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 32 of 46

Policy No. IMP 3658813 00 00

MOTOR TRUCK CARGO DECLARATIONS
(Carriers' Liability)

NAMED INSURED: Upstate Moving & More LLC	**POLICY PERIOD:** 10/07/2021 to 10/07/2022

PREMIUM FOR THIS COVERAGE FORM $ 2,100.00

LIMITS OF INSURANCE

The most we will pay is:

$	30,000	In any one **"loss"** but not more than:
$	See amending endorsement	on any one vehicle while in "transit"

DEDUCTIBLE AMOUNT $ 1,000

( ) **REPORTING CONDITION** (applies only when indicated by (X) in parenthesis)

1.	Deposit premium	$		
2.	Minimum Annual Premium	$		
3.	Reporting Period	( ) Monthly	( ) Quarterly	( ) Annual
4.	Premium Adjustment Period	( ) Monthly	( ) Quarterly	( ) Annual
5.	Date First Report Due			
6.	Rates	$		

FORMS AND ENDORSEMENTS applicable to all Coverage Parts and made part of this policy at time of issue are listed on the attached Forms and Endorsements Schedule CM 88 01 (11/85).

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 33 of 46

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 34 of 46

CM 76 77
(Ed. 07 04)

MOTOR TRUCK CARGO COVERAGE FORM
(Carriers' Liability)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or 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 for "loss" to Covered Property from any of the Covered Causes of Loss.

1. **Covered Property** means property of others that you have accepted for transportation as a motor carrier under your tariff and bill of lading or other written contract.

   We cover property only while it is:

   a. contained in or on a land vehicle while in "transit" and/or during "loading" and "unloading," or

   b. at premises scheduled under the Limits of Insurance in the **Motor Truck Cargo Declarations**.

      Coverage at such premises applies only to property:

      (1) that is held at the premises for a period of less than 31 days; and

      (2) for which no storage charge is made.

2. **Property Not Covered**

   Covered Property does not include:

   a. accounts, bills, blue prints, currency, deeds, evidences of debt, money, notes, securities, commercial paper or other documents of value;

   b. bullion, gold, silver, platinum or other precious alloys or metals, jewelry, watches, precious or semiprecious stones or similar valuable property;

   c. furs;

   d. paintings, statuary and other works of art;

   e. vehicles that are used to carry the Covered Property, such as trucks, "intermodal" containers, container chassis and trailers;

   f. live animals, birds or fish except as follows:

      We only cover your liability for theft or death or destruction directly resulting from or made necessary by fire, smoke, explosion, rioters, strikers, civil commotion, flood, or by collision, upset or overturn of the vehicle carrying the property, if these causes of "loss" would be covered under this Coverage Form;

      We do not cover your liability for reduction in the market value or downgrading of live animals, birds or fish due to minor injuries, scrapes and bruises;

   g. contraband, or property in the course of illegal transportation or trade.

   h. property for which you act as a transportation broker, unless the **Transportation Broker Liability Endorsement** is attached to this policy;

i. property while it is being installed, erected or dismantled.

3. **Covered Causes of Loss**

Covered Causes of Loss means your legal liability as a motor carrier, either as imposed by law or assumed by written contract, for **Direct Physical "Loss"** to Covered Property except those Causes of "Loss" listed in the Exclusions.

4. **Additional Coverages**

The deductible shown in the Declarations does not apply to the following Additional Coverages.

a. **Earned Freight Charges**

We will pay your earned freight charges that you are unable to collect as a result of a "loss" covered by this Coverage Form. The most we will pay in any one occurrence is $2,500. This limit is separate from the Limits of Insurance shown in the Declarations.

b. **Debris Removal**

(1) We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us within 180 days of the earlier of:

(a) the date of direct physical "loss," or

(b) the end of the policy period.

(2) The most we will pay under this coverage is 10% of the applicable Limit of Insurance for direct physical "loss" to Covered Property, up to a maximum of $5,000 for the sum of all such expenses for each occurrence. The Debris Removal Limit is separate from the Limit of Insurance stated elsewhere in the policy.

c. **Reloading Expense**

If Covered Property is spilled, dislocated, exposed to the weather or immobilized as a direct result of an accident to the conveying vehicle, we will pay your necessary expense to reload the Covered Property. This coverage applies when there has been no "loss" to Covered Property or when the amount of the direct physical "loss" is less than the amount of your deductible. The most we will pay in any one occurrence is $5,000. This limit is separate from the Limits of Insurance shown in the Declarations.

The additional coverages for Debris Removal and Reloading Expense do not apply to the cost to:

(a) extract "pollutants" from land or water; or

(b) remove, restore or replace polluted land or water.

B. **Exclusions**

1. We will not pay your liability for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

a. **Governmental Action**

Seizure or destruction of property by order of governmental authority.

But we will pay for "loss" caused by acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. **Nuclear Hazard**

(1) Any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by re-

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 35 of 46

sulting 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.

2. We will not pay your liability for a "loss" caused by or resulting from any of the following:

a. delay, loss of use, loss of market or any other consequential loss.

b. dishonest or criminal acts by you, your partners, managers, directors, officers, trustees, employees or authorized representatives (including leased employees and operators under contract to you) or anyone with an interest in the property (including their employees and authorized representatives):

(1) acting alone or in collusion with others;

(2) whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees (including leased employees), but theft by employees (including leased employees) is not covered.

c. wear and tear, any quality in the property that causes it to damage or destroy itself, spoilage, deterioration, rot, bacteria, mold, rusting, corrosion, extremes of temperature or humidity, freezing, shrinkage, evaporation, loss of weight, changes in flavor, finish or texture, contamination, insects, vermin and rodents.

But we will pay for your liability for direct "loss" to Covered Property caused by fire, explosion, smoke, riot or civil commotion, vandalism or malicious mischief, theft, flood, collision, upset or overturn of the transporting conveyance.

d. wetness or dampness when Covered Property is in or on an open topped, flat bed or curtain sided trailer or truck unless:

(1) the Covered Property is completely and securely covered with a waterproof tarpaulin; and

(2) the tarpaulin first sustains damage by a Covered Cause of Loss.

3. We will not pay for any costs or penalties you incur for violation of any law or regulation that applies to your delay in payments, denial or settlement of any claim made against you by others.

C. **Limits of Insurance**

The most we will pay for "loss" in any one occurrence is the applicable Limits of Insurance shown in the Declarations.

D. **Deductible**

We will pay the amount of the adjusted "loss" in any one occurrence in excess of the Deductible amount shown in the Declarations, up the applicable Limit of Insurance.

E. **Additional Conditions**

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

1. **Coverage Territory**

We cover property within:

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 36 of 46

a. the states of the United States of America and the District of Columbia;

b. Canada

but we do not cover property in transit to or from Hawaii, or to or from Alaska.

2. **Valuation**

General Condition **F. Valuation** subparagraph **1** in the Commercial Inland Marine Conditions is replaced by the following:

1. a. the amount for which you are liable;

   b. the amount of invoice, or in the absence of an invoice, the actual cash value of that property as of the time of "loss";

3. **Claims Against Others**

The following is added to Commercial Inland Marine Loss Condition **C., Duties in the Event of Loss**:

11. You must promptly make claim in writing against any other party who may be liable for the "loss."

4. **Impairment of Rights of Recovery**

The following is added to Commercial Inland Marine Loss Condition **J., Transfer of Rights of Recovery Against Others to Us**:

You may accept bills of lading or shipping receipts issued by other carriers that limit their liability to less than the actual value of the property.

5. **Labels**

In the event of "loss" only to the identifying labels or wrappers containing the Covered Property, we will pay the cost to replace those labels or wrappers if the "loss" is caused by or results from a Covered Cause of Loss.

6. **Records**

You shall keep accurate records of your trucking business and all "gross receipts" from transporting the property covered by this Coverage Form. You shall retain these records for three years after the policy ends.

7. **Reimbursement to Us**

We may endorse this policy at your request to comply with the requirements of the U.S. Department of Transportation or any other governmental authority.

If we pay any "loss" solely because of any such endorsement, you will promptly reimburse us for that payment and any other expense we have in connection with that payment.

8. **Adjustment and Payment of Loss**

At our option, we may adjust the "loss" with and pay to:

a. you, for the account of whom it may concern; or

b. your customer, or the owners of the Covered Property.

If legal actions are taken to enforce a claim against you, we reserve the right, at our option, without expense to you, to conduct and control your defense. This action will not increase our liability under your policy, nor increase the Limits of Insurance specified in the Declarations.

9. **Reporting (applies only if indicated on Declarations).**

a. **Reports.** Within 15 days after the end of each reporting period shown in the Declarations you will report to us the full amount of "gross receipts" (both collected and uncollected) from your trucking business.

b. **Rates and Premium**

(1) **Premium Computation.** We will compute the premium

(a) using the rates shown in the Declarations, and

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 37 of 46

(b) as of each Premium Adjustment Period shown in the Declarations.

(2) Premium Adjustment

(a) When the Annual Premium Adjustment Period is shown in the Declarations, we will compare the total computed premium to the Deposit Premium. If the total computed premium is more than the Deposit Premium, you will pay us the difference. If it is less than the Deposit Premium, we will pay you the difference.

(b) When Monthly or Quarterly Premium Adjustment Period is shown in the Declarations, we will apply the computed premium to the Deposit Premium until it is used up. You will pay us all premiums that exceed the Deposit Premium as earned with each report.

(c) If this coverage is cancelled within 30 days of the cancellation date you will report the full amount of "gross receipts" from your trucking business up to and including the date of cancellation.

(3) Minimum Premium

You must pay at least the minimum annual premium shown in the Declarations.

(4) Failure to Submit Reports

If you have failed to submit the required reports to us or our duly authorized agent on or before the due date, this policy will be subject to cancellation for nonpayment of premium.

10. Excess Insurance

You agree that no excess insurance over and above the Limits of Insurance provided by this policy will be provided by any other insurance policy.

If excess insurance is in force and we have not agreed in writing to permit such excess insurance, the amount we will pay under this policy will be reduced to the proportion that the applicable Limit of Insurance under this policy bears to the total amount of insurance that would apply to the "loss," regardless of the amount paid by the excess insurer.

For example, if the applicable Limit of Insurance under this policy were $100,000. and there was an excess policy with a limit of $400,000. A covered "loss" in the amount of $250,000 occurs. In this circumstance, the most we would pay for would be 100,000 divided by 500,000 or 20% X $250,000 = $50,000, minus the policy deductible amount.

Regardless of the amount of "loss," we will not pay more than the applicable Limit of Insurance shown in the **Motor Truck Cargo Declarations** of this policy.

F. Definitions

"Loss" means accidental loss or damage.

"Gross receipts" means the total amount of receipts to which you are entitled for the packing, loading, unloading and transporting of Covered Property, regardless of whether you or another carrier originated the transportation.

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

"Transit" begins with the actual movement of the goods from point of shipment bound for a specific destination. It remains in transit during the ordinary, reasonable and necessary stops, interruptions, delays or transfers incidental to the route and method of shipment.

"Transit" ends when any of the following occurs:

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 38 of 46

1. Covered Property is accepted by, or on behalf of, the consignee at the intended destination or at any intermediate point short of the original intended destination; or

2. seventy-two hours after arrival at destination; or

3. any other stop that exceeds seventy-two hours.

"Intermodal" containers are containers used in combination with another mode of transportation, such as trailer on flatcar, or container on a vessel.

"Loading" means the lifting or moving of Covered Property from the ground, or a loading platform immediately adjacent to the transporting conveyance, onto the transporting conveyance.

"Unloading" means the lowering or moving of Covered Property from the transporting conveyance to the ground, or a loading platform immediately adjacent to the transporting conveyance.

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 39 of 46

1. Covered Property is accepted by, or on behalf of, the consignee at the intended destination or at any intermediate point short of the original intended destination; or

2. seventy-two hours after arrival at destination; or

3. any other stop that exceeds seventy-two hours.

"Intermodal" containers are containers used in combination with another mode of transportation, such as trailer on flatcar, or container on a vessel.

"Loading" means the lifting or moving of Covered Property from the ground, or a loading platform immediately adjacent to the transporting conveyance, onto the transporting conveyance.

"Unloading" means the lowering or moving of Covered Property from the transporting conveyance to the ground, or a loading platform immediately adjacent to the transporting conveyance.

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 40 of 46

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 41 of 46

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

DIMINISHING DEDUCTIBLE ENDORSEMENT FOR LOSS-FREE EXPERIENCE

This endorsement modifies coverage provided by your

MOTOR TRUCK CARGO (Carriers Liability) COVERAGE FORM

The Deductible amount(s) shown in the Policy will decrease by 25% at each renewal date, beginning with the first renewal date following the attachment of this endorsement to your policy and each policy year thereafter in which you do not have a "loss" covered by this insurance policy that results in payment by us, until the deductible amount(s) is/are $0.

Should you incur a "loss" covered by this insurance policy that results in a payment by us, immediately following any such "loss," the deductible(s) will be reinstated to the amount(s) shown in the Policy on the attachment date (i.e. $ 1,000), or the deductible amount(s) subsequently endorsed on the Policy that were applicable to your Motor Truck Cargo Coverage(s).

For the purpose of implementing this endorsement:

the attachment date is 10/07/2021;

the first renewal date thereafter is 10/07/2022.

All other terms and conditions remain unchanged.

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 42 of 46

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH CAROLINA CHANGES - LEGAL ACTION AGAINST US

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

General Condition **C. Legal Action Against Us** in the Commercial Inland Marine Conditions is replaced by the following:

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 3 years after you first have knowledge of the direct loss or damage.

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ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 43 of 46

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED MOTOR VEHICLES ENDORSEMENT

This endorsement modifies coverage provided by your:

MOTOR TRUCK CARGO COVERAGE FORM (CARRIERS LIABILITY)

Coverage

If the premium for your policy is determined on a scheduled motor vehicle basis, we will pay for "loss" to Covered Property from a Covered Cause of Loss only if such "loss" occurs while Covered Property is in "transit":

1. in or on a motor vehicle (truck or tractor) listed below, or
2. in or on a trailer (trailer includes container on a chassis type vehicle) used with and to be pulled by a motor vehicle listed below, or
3. while "loading" or "unloading" a motor vehicle listed below or trailer used with and to be pulled by a motor vehicle listed below,

and is otherwise covered by the Motor Truck Cargo Coverage Form.

This endorsement does not change any coverage provided by **A.1.b** at premises scheduled.

Scheduled of Motor Vehicles

Model Year	Manufacturer	Body Type	Identification Number	Limit of Insurance
1994	FREIGHTLINER		1FV6HLBA4XHF33224	$ 30,000

Additionally Acquired Motor Vehicles

The above Schedule of Motor Vehicles includes the following other motor vehicles for a period not exceeding 30 days from the date acquired:

1. any similar motor vehicle that you acquire after the policy inception date by purchase or a long term lease (of at least 12 months),
2. any motor vehicle that is a substitute for a motor vehicle scheduled above, when the scheduled motor vehicle is being withdrawn from service because of accident, breakdown, repair, loss or damage to or sale of the motor vehicle.

All such motor vehicles must be reported to us within the 30 day coverage period and for newly leased or purchased motor vehicles, premium paid from the date acquired.

If you fail to report a newly acquired motor vehicle within the 30 period, coverage does not and will not apply to "loss" to Covered Property in or on (and during "loading" or "unloading" of) such unreported vehicle and any trailer used with/pulled by such motor vehicle.

Limits of Insurance

The most we will pay for loss of damage to Covered Property in or on:

1. any newly purchased or leased motor vehicle (including a trailer used with and to be pulled by such motor vehicle) is the largest Limit of Insurance shown above for any one scheduled motor vehicle;

2. any substitute motor vehicle (including a trailer used with and to be pulled by such motor vehicle) is the Limit of Insurance shown above for the scheduled motor vehicle that was withdrawn from service.

All other terms and conditions remain unchanged

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 44 of 46

CM 83 28
(Ed. 10 10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOUSEHOLD GOODS / FURNITURE MOVERS ENDORSEMENT

This endorsement modifies coverage provided by your

MOTOR TRUCK CARGO COVERAGE FORM (Carriers Liability)

Section **A. Coverage**, paragraph **1. Covered Property**, the first sentence is amended to read as follows:

> **Covered Property** means property of others, principally household goods, personal effects, furniture and/or office equipment that you have accepted for transportation as a motor carrier under your tariff and bill of lading or shipping receipt issued by you, or under written contract.

Section **F. Definitions**.

> The following is added to the definition of **"Loading:"**
>
> Also, **Loading** means packing Covered Property at/within premises, as well as lifting or moving of Covered Property within and from premises for the purpose of being placed upon the transporting conveyance.

The following is added to the definition of **"Unloading:"**

> Also, **Unloading** means lifting or moving of Covered Property from the transporting conveyance to and within premises for the purpose of delivery from the transporting conveyance, as well as unpacking Covered Property at/within premises.

All other terms and conditions remain unchanged.

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 45 of 46

ACCEPTED FOR PROCESSING - 2022 May 19 12:56 PM - SCPSC - 2022-60-T - Page 46 of 46

CM 86 56 (Ed. 11/17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARIJUANA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

A. The following is added to Paragraph **2. Property Not Covered**:

"Marijuana".

However, this paragraph does not apply to:

Any "marijuana" that is not designed, manufactured, distributed, sold, served or furnished for bodily:

a. Ingestion;

b. Inhalation;

c. Absorption; or

d. Consumption.

B. For the purpose of this endorsement, the following definition is added: "Marijuana":

1. Means:

   Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

2. Paragraph **B.1.** above, includes, but is not limited to, any of the following containing such THC or cannabinoid:

   a. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or

   b. Any compound, byproduct, extract, derivative, mixture or combination, such as, but not limited to:

      (1) Resin, oil or wax;

      (2) Hash or hemp; or

      (3) Infused liquid or edible marijuana;

      whether derived from any plant or part of any plant set forth in Paragraph **B.2.a.** above or not.

All other terms and conditions remain unchanged.

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