

## **Commodity Inclusion Endorsement – Alcohol and Tobacco Products**

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

Attached to and forming part of Motor Truck Cargo Carriers' Legal Liability Form BF33

This policy is extended to cover liability of the "Insured" for loss or damage to alcohol products and tobacco products subject to the following special conditions:

### **1. LIMIT OF LIABILITY**

The limit of liability shall not exceed the limit stated on the "Declaration Page(s)" in respect to alcohol products or tobacco products, in any one loss, disaster or casualty.

The liability assumed by the Insurer under this endorsement shall not increase the limit(s) of liability provided elsewhere in this policy in the absence of this endorsement.

### **2. DEDUCTIBLE (AS PER CLAUSE 5) OF THE MOTOR TRUCK CARGO CARRIERS' LEGAL LIABILITY**

Each claim for loss, damage or expense under this endorsement shall be adjusted separately, and from the amount of each such adjusted claim the sum stated on the "Declaration Page(s)" shall be deducted.

### **3. INSURED'S VEHICLES ONLY**

Cover provided under this endorsement shall effect only with respect to "Vehicles" registered in the name of the Insured.

### **4. UNATTENDED VEHICLE WARRANTY AND DELIVERY EXCLUSION**

Under no circumstances shall cover hereunder effect when "Vehicles" containing alcoholic or tobacco products are left unattended, or are delivered to a recipient business that is not open for business.

A "Vehicle" is considered unattended if:

- a) a responsible person whose duty is to drive, guard, or attend the vehicle at all times, is not within 8 meters of open space of the "Vehicle"; or
- b) the trailer containing the "Property of Others", is not in a secure yard which is fenced, locked, under constant recorded video surveillance, monitored 24 hrs per day by a certified guard service, and all vehicles coming and going from this secured yard are recorded.

### **5. THEFT EXCLUSION**

This policy shall not cover liability or expense for theft; however burglary (evidenced by visible forcible entry) and robbery (use of force or violence or threat of force or violence) or attempted burglary or robbery shall not be excluded.

**Except as otherwise provided in this endorsement, all terms and conditions of this policy shall remain unchanged.**