Is CA 99 48 really enough auto coverage?

Learn the truth about uninsured pollution exposures.



AXLE: AUTO EXPOSURE LIABILITY FOR ENVIRONMENTAL

Did you know? Auto liability forms, even when endorsed with CA99 48, and traditional transportation pollution policies often have a number of limitations or coverage gaps related to environmental pollution hazards.

AXLE is a unique environmental liability insurance product focused on trucking exposures. AXLE fills in the numerous environmental coverage gaps left by typical auto liability insurance and also provides excess limits over the pollution liability coverage that may exist in your auto liability policy.

AXLE covers the Insured for loss and clean-up costs as a result of a claim for bodily injury, property damage or Natural Resource Damage because of a pollution condition during transportation. It also covers an insured's pollution liability arising from non-owned disposal sites, occurrence in-bound transportation, transportation business interruption, trailers intransit and time element site coverage.

AXLE paves over pollution gaps, resulting in a smoother road to proper protection.

ADDITIONAL BENEFITS

- 24/7 emergency response hotline
- Limits of Liability up to \$5 million
- No silica exclusion
- Asbestos giveback for transportation exposures
- \$2,000 Minimum Premium
- Broadened definition of Insured
- No limitation on fleet size
- U.S. domiciled entities and locations only



PROGRAM HIGHLIGHTS

Natural Resource Damages

- MCS-90 Indemnity reimburses your client in the event the auto carrier seeks reimbursement under the MCS-90
- 3rd Party Business Interruption coverage due to pollutants from an auto
- Punitive, exemplary, or multiplied damages, civil fines, penalties and assessments
- 100% online quote to bind within minutes
- Financially strong paper: "A+" (Superior) rating from A.M. Best
- Dedicated environmental claims handling unit and nationwide network of emergency response firms, and environmental attorneys

ADDITIONAL AXLE RESOURCES

<u>AXLE Webpage</u>

- Claim Scenarios
- Comparison Document
- Application
- Policy Form

?"

Contact

Patrick Mahoney

Divisional Vice President

Environmental Division, Great American Insurance Group

office: 484-212-7704 mobile: 610-220-6752

pjmahoney@gaig.com

AXLE: Auto eXposure Liability for Environmental

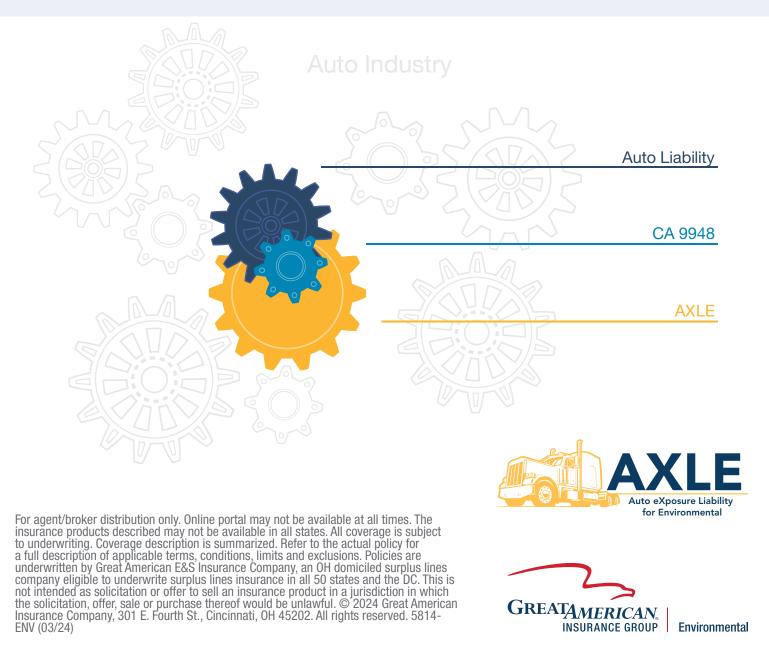
Who is this insurance for? Motor Carriers

Motor Carrier forms often have several limitations or coverage gaps related to environmental pollution hazards. In many instances, coverage for pollution liabilities are excluded or is not definitive.

AXLE is an Excess and Difference in Conditions transportation pollution liability (TPL) policy that fills in the pollution gaps of a traditional auto liability policy.

TRANSPORTATION LIABILITY

Auto liability forms, even when endorsed with CA 9948, often have numerous coverage limitations related to environmental liability. Traditional transportation pollution liability policies also have numerous coverage gaps. The comparison chart on the back of this page shows how AXLE **paves over** these gaps resulting in a **smoother road to proper protection**.



What is my insurance coverage?



Coverage Comparison Chart

AKLEMotor Carcier SegmentPolution Conditions arising from cargo during transit✓Definition of Property Damage includes Natural Resource Damage✓Definition of Bodily Injury includes 'medical monitoring and mental anguish's✓Coverage for fuels, lubricants, fluids, exhaust gases✓Third-Party Business Interruption Coverage durit to a Pollution Condition✓MCS-90 Indemity Coverage✓Coverage for Pollution Conditions inside non-owned trailers✓Polarege for Pollution Conditions inside non-owned trailers✓Polution Conditions inside non-owned trailers✓Polution Conditions inside non-owned trailers✓Polution Conditions inside non-owned trailers✓Polution Conditions arising from Parked Autors✓Polution Conditions arising from Parked Autors✓Polution Conditions and Polutions✓Polution Conditions arising from Parked Autors✓Polution Condition arising from Parked Autors✓Polution Conditions arising from Parked Autors </th <th>ooverage oompanson ona</th> <th></th> <th></th>	ooverage oompanson ona		
Definition of Property Damage includes Natural Resource DamageImage: Image:		AXLE	
Definition of Bodily Injury includes 'medical monitoring and mental anguish' ✓ no Coverage for fuels, lubricants, fluids, exhaust gases ✓ Third-Party Business Interruption Coverage due to a Pollution Condition ✓ MCS-90 Indemnity Coverage ✓ no Coverage for Pollution Conditions inside owned trailers ✓ no Coverage for Pollution Conditions inside non-owned trailers ✓ no Punitive, exemplary, civil fines, penalties and assessments, where insurable by law ✓ no Independent Contractors included as Insureds when required by contract ✓ √ 1 Pollution Conditions arising from Parked Autos ✓ 1 Option for Premise (Site) pollution coverage ✓ no 1 1 Stadditional Limits for Defense outside the Limits of Liability ✓ no 1 <t< td=""><td>Pollution Conditions arising from cargo during transit</td><td>\checkmark</td><td>1</td></t<>	Pollution Conditions arising from cargo during transit	\checkmark	1
Coverage for fuels, lubricants, fluids, exhaust gases ✓ Third-Party Business Interruption Coverage due to a Pollution Condition ✓ MCS-90 Indemnity Coverage ✓ no Coverage for Pollution Conditions inside owned trailers ✓ no Coverage for Pollution Conditions inside non-owned trailers ✓ Punitive, exemplary, civil fines, penalties and assessments, where insurable by law ✓ no Independent Contractors included as Insureds when required by contract ✓ Pollution Conditions arising from Parked Autos ✓ Option for Premise (Site) pollution coverage ✓ no Energency Response Costs and Public Relations coverage ✓ no PNC for Insured's Client where required by contract ✓ no Mobile Equipment included in definition of Auto ✓ no	Definition of Property Damage includes Natural Resource Damage	\checkmark	no
Third-Party Business Interruption Coverage due to a Pollution Condition ✓ MCS-90 Indemnity Coverage ✓ no Coverage for Pollution Conditions inside owned trailers ✓ no Coverage for Pollution Conditions inside non-owned trailers ✓ no Punitive, exemplary, civil fines, penalties and assessments, where insurable by law ✓ no Independent Contractors included as Insureds when required by contract ✓ ✓ Loading and unloading at non-owned locations ✓ no Pollution Conditions arising from Parked Autos ✓ no Option for Premise (Site) pollution coverage ✓ no 25% Additional Limits for Defense outside the Limits of Liability ✓ no PNC for Insured's Client where required by contract ✓ no Mobile Equipment included in definition of Auto ✓ no Mobile Equipment included in definition of Auto ✓ no	Definition of Bodily Injury includes 'medical monitoring and mental anguish'	\checkmark	no
MCS-90 Indemnity CoverageImpMCS-90 Indemnity CoverageImpCoverage for Pollution Conditions inside owned trailersImpCoverage for Pollution Conditions inside non-owned trailersImpPunitive, exemplary, civil fines, penalties and assessments, where insurable by lawImpIndependent Contractors included as Insureds when required by contractImpLoading and unloading at non-owned locationsImpPollution Conditions arising from Parked AutosImpOption for Premise (Site) pollution coverageImpBroadened Definition of "Pollutants"Imp25% Additional Limits for Defense outside the Limits of LiabilityImpPinc for Insured's Client where required by contractImpMobile Equipment included in definition of AutoImpMobile Equipment included in definition of AutoImpBlanket waiver of SubrogationImp	Coverage for fuels, lubricants, fluids, exhaust gases	\checkmark	
Coverage for Pollution Conditions inside owned trailers ✓ no Coverage for Pollution Conditions inside non-owned trailers ✓ Punitive, exemplary, civil fines, penalties and assessments, where insurable by law ✓ no Independent Contractors included as Insureds when required by contract ✓ ✓ Loading and unloading at non-owned locations ✓ ✓ Pollution Conditions arising from Parked Autos ✓ Option for Premise (Site) pollution coverage ✓ no Broadened Definition of "Pollutants" ✓ no 25% Additional Limits for Defense outside the Limits of Liability ✓ no PNC for Insured's Client where required by contract ✓ no Mobile Equipment included in definition of Auto ✓ no Mobile Equipment included in definition of Auto ✓ no	Third-Party Business Interruption Coverage due to a Pollution Condition	\checkmark	
Coverage for Pollution Conditions inside non-owned trailers✓·····Punitive, exemplary, civil fines, penalties and assessments, where insurable by law✓NoIndependent Contractors included as Insureds when required by contract✓✓Loading and unloading at non-owned locations✓✓Pollution Conditions arising from Parked Autos✓·····Option for Premise (Site) pollution coverage✓noBroadened Definition of "Pollutants"✓no25% Additional Limits for Defense outside the Limits of Liability✓noPNC for Insured's Client where required by contract✓noMobile Equipment included in definition of Auto✓noBlanket waiver of Subrogation✓no	MCS-90 Indemnity Coverage	\checkmark	no
Punitive, exemplary, civil fines, penalties and assessments, where insurable by law✓noIndependent Contractors included as Insureds when required by contract✓✓Loading and unloading at non-owned locations✓Pollution Conditions arising from Parked Autos✓Option for Premise (Site) pollution coverage✓noBroadened Definition of "Pollutants"✓no25% Additional Limits for Defense outside the Limits of Liability✓noPNC for Insured's Client where required by contract✓noPNC for Insured's Client where required by contract✓noBanket waiver of Subrogation✓no	Coverage for Pollution Conditions inside owned trailers	\checkmark	no
Independent Contractors included as Insureds when required by contract✓Loading and unloading at non-owned locations✓Pollution Conditions arising from Parked Autos✓Option for Premise (Site) pollution coverage✓noBroadened Definition of "Pollutants"✓no25% Additional Limits for Defense outside the Limits of Liability✓noPNC for Insured's Client where required by contract✓noMobile Equipment included in definition of Auto✓noBlanket waiver of Subrogation✓no	Coverage for Pollution Conditions inside non-owned trailers	\checkmark	
Loading and unloading at non-owned locations✓Pollution Conditions arising from Parked Autos✓Option for Premise (Site) pollution coverage✓noBroadened Definition of "Pollutants"✓no25% Additional Limits for Defense outside the Limits of Liability✓noEmergency Response Costs and Public Relations coverage✓noPNC for Insured's Client where required by contract✓noMobile Equipment included in definition of Auto✓noBanket waiver of Subrogation✓no	Punitive, exemplary, civil fines, penalties and assessments, where insurable by law	\checkmark	no
Pollution Conditions arising from Parked AutosImage: Contract of the second	Independent Contractors included as Insureds when required by contract	\checkmark	\checkmark
Option for Premise (Site) pollution coverageImage: Comparison of the comparis	Loading and unloading at non-owned locations	\checkmark	
Broadened Definition of "Pollutants"Image: Constraint of the limits of LiabilityImage: Constraint of the limits of LiabilityImage: Constraint of the limits of Liability25% Additional Limits for Defense outside the Limits of LiabilityImage: Constraint of the limits of LiabilityImage: Constraint of the limits of LiabilityEmergency Response Costs and Public Relations coverageImage: Constraint of the limits of LiabilityImage: Constraint of the limits of LiabilityPNC for Insured's Client where required by contractImage: Constraint of the limits of LiabilityImage: Constraint of the limits of LiabilityMobile Equipment included in definition of AutoImage: Constraint of the limits of LiabilityImage: Constraint of the limits of LiabilityBlanket waiver of SubrogationImage: Constraint of the limits of LiabilityImage: Constraint of the limits of Liability	Pollution Conditions arising from Parked Autos	\checkmark	
25% Additional Limits for Defense outside the Limits of Liability✓noEmergency Response Costs and Public Relations coverage✓noPNC for Insured's Client where required by contract✓noMobile Equipment included in definition of Auto✓noBlanket waiver of Subrogation✓no	Option for Premise (Site) pollution coverage	\checkmark	no
Emergency Response Costs and Public Relations coverage ✓ no PNC for Insured's Client where required by contract ✓ no Mobile Equipment included in definition of Auto ✓ no Blanket waiver of Subrogation ✓ no	Broadened Definition of "Pollutants"	\checkmark	no
PNC for Insured's Client where required by contract ✓ no Mobile Equipment included in definition of Auto ✓ no Blanket waiver of Subrogation ✓ no	25% Additional Limits for Defense outside the Limits of Liability	\checkmark	no
Mobile Equipment included in definition of Auto Image: Constraint of C	Emergency Response Costs and Public Relations coverage	\checkmark	no
Blanket waiver of Subrogation no	PNC for Insured's Client where required by contract	\checkmark	no
	Mobile Equipment included in definition of Auto	\checkmark	no
Assumption of Liability no	Blanket waiver of Subrogation	\checkmark	no
	Assumption of Liability	\checkmark	no

¹ only if endorsed with the CA 99 48

policy language is either silent, ambiguous or does not cover the exposure or has exceptions

Program Highlights

- 100% online quote, bind and policy issuance
- Quote to bind within minutes
- Financially strong paper "A+" (Superior) rating from A.M. Best
- Dedicated environmental claims handling unit and nationwide network of emergency response firms, and environmental attorneys

Policy Features

- Limits of Liability up to \$5 million
- Policy term of one (1) year
- \$2,000 Minimum Premium
- No limitation on fleet size
- U.S. domiciled entities and locations only

Ineligible Trucking Operations

- Any account with less than 3 years of experience operating under its own name and operating authority
- DOT Hazard Class 1: Explosives
- DOT Hazard Class 2.3: Poisonous Gas
- DOT Hazard Class 6: Toxic Substances and Infectious substances
- DOT Hazard Class 7: Radioactive material (This prohibition does not apply to the transportation of medical or other waste containing low-level amounts of radioactive material)
- Except for <u>food grade materials/liquids or ready mix trucks</u>, tanker trucks or other automobiles transporting any bulk liquids or gases in containers with capacity greater than 500-gallons.