


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

Form Approved  
OMB No. 2125-0074

Issued to SEAFOOD EXPRESS (P.E.I.) LIMITED of P.O. BOX 1267, CHARLOTTETOWN  
TORONTO this 24TH day of JANUARY, 2005  
Amending Policy No. 9996196 Effective Date JANUARY 30, 2005  
Name of Insurance Company ZURICH INSURANCE COMPANY  
Telephone Number (416) 813-3800 Countersigned by   
Authorized Company Representative

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

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

This insurance is excess and the company shall not be liable for amounts in excess of \$ \_\_\_\_\_ for each accident in excess of the underlying limit of \$ \_\_\_\_\_ for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

**DEFINITIONS AS USED IN THIS ENDORSEMENT**

**ACCIDENT** includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

**MOTOR VEHICLE** means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

**BODILY INJURY** means injury to the body, sickness, or disease to any person, including death resulting from any of these.

**ENVIRONMENTAL RESTORATION** means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

**PROPERTY DAMAGE** means damage to or loss of use of tangible property.

**PUBLIC LIABILITY** means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgement recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgements resulting from any other accident.

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

**SCHEDULE OF LIMITS  
Public Liability**

Type of Carriage	Commodity Transported	Minimum Insurance
(1) For-hire (In interstate or foreign commerce).	Property (nonhazardous).	\$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2 and 1.3 materials; any quantity of Division 2.3 Hazard Zone A or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000
(3) For-hire and Private (In interstate or foreign commerce: in any quantity) or (In intrastate commerce: in bulk only).	Oil listed in 49 CFR 172.101, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4) For-hire and Private (In interstate or foreign commerce).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of Class 7 material as defined in 49 CFR 173.403.	5,000,000

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

**SCHEDULE OF LIMITS  
Public Liability**

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

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



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**Motor Carrier Details**

<b>US DOT:</b>	19187	<b>Docket Number:</b>	MC283690		
<b>Legal Name:</b>	SEAFOOD EXPRESS (P. E. I. ) LIMITED				
<b>Doing-Business-As Name:</b>					
<b>Business Address</b>	<b>Business Telephone and Fax</b>	<b>Mail Address</b>	<b>Mail Telephone and Fax</b>	<b>Undeliverable Mail</b>	
P. O. BOX 1267 CHARLOTTETOWN PE C1A 7M8 CD	(902) 566-1102			NO	
<b>Authority Type</b>	<b>Authority Status</b>	<b>Application Pending</b>			
Common	NONE	NO			
Contract	ACTIVE	NO			
Broker	NONE	NO			
<b>Property</b>	<b>Passenger</b>	<b>Household Goods</b>			
YES	NO	NO			
<b>Insurance Type</b>	<b>Insurance Required</b>	<b>Insurance on File</b>			
BIPD	\$750,000	\$1,000,000			
Cargo	NO	YES			
Bond	NO	NO			

**BOC-3: YES**

**Blanket Company: EVILSIZOR TRANSPORTATION SERVICES**

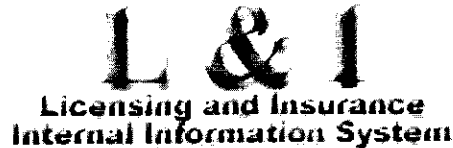
| [Active/Pending Insurance](#) | [Rejected Insurance](#) | [Insurance History](#) | [Authority History](#) | [Pending Application](#) | [Revocation](#) |

Monday , January 24, 2005 at 12:16:15

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United States Department of Transportation - **Federal Motor Carrier Safety Administration**



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**File Certificate - Certificate Confirmation Batch : WEB49570**

Your certificate form has been successfully submitted. Please notice that filings will not be processed until the Batch (Process Filings) is submitted.

<b>USDOT Number:</b>	19187	<b>Docket Number:</b>	MC283690
<b>Legal Name:</b>	SEAFOOD EXPRESS (P. E. I.) LIMITED		
<b>DBA Name:</b>			
<b>Business Address:</b>	P. O. BOX 1267 CHARLOTTETOWN P. C1A 7M8		
<b>Common Authority:</b>	N	<b>Contract Authority:</b>	A
		<b>Broker Authority:</b>	N

<b>Filer No:</b>	21565 00	<b>Filer Name:</b>	ZURICH AMERICAN INSURANCE COMPANY
<b>Form:</b>	BIPD - 91X Primary	<b>Effective Date:</b>	01/30/2005
<b>Maximum:</b>	750	<b>Underlying:</b>	0
<b>Policy Number:</b>	9996196		

- File Certificate(for Same Carrier)**
- File Certificate(for New Carrier)**

- Cancel Certificate(for Same Carrier)**
- Cancel Certificate(for New Carrier)**

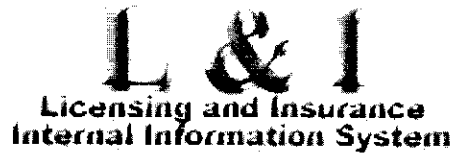
- View Filings Not Processed**
- Process Filings**

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Process Filings - Confirmation

Batch : WEB49570

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Trans. Number	Processed		Accepted	Rejected
WEB49570	1	Report	Report	0

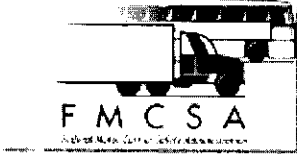
Insurance Filing Main Page

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**File Certificate - Certificate Confirmation Batch : WEB50110**

Your certificate form has been successfully submitted. Please notice that filings will not be processed until the Batch (Process Filings) is submitted.

<b>USDOT Number:</b>	19187	<b>Docket Number:</b>	MC283690
<b>Legal Name:</b>	SEAFOOD EXPRESS (P. E. I.) LIMITED		
<b>DBA Name:</b>			
<b>Business Address:</b>	P. O. BOX 1267 CHARLOTTETOWN PE 01A 7M8		
<b>Common Authority:</b>	N	<b>Contract Authority:</b>	A
		<b>Broker Authority:</b>	N

<b>Filer No:</b>	21565 00	<b>Filer Name:</b>	ZURICH AMERICAN INSURANCE COMPANY
<b>Form:</b>	Cargo - 34	<b>Effective Date:</b>	01/30/2005
<b>Policy Number:</b>	9996196		

- File Certificate(for Same Carrier)
- File Certificate(for New Carrier)

- Cancel Certificate(for Same Carrier)
- Cancel Certificate(for New Carrier)

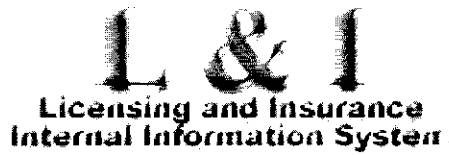
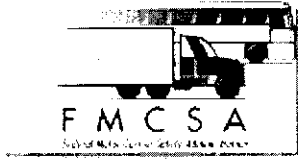
- View Filings Not Processed
- Process Filings

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United States Department of Transportation - Federal Motor Carrier Safety Administration



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**Process Filings - Confirmation**

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<http://www.adobe.com/products/acrobat/readstep2.html>



Trans. Number	Processed		Accepted		Rejected
WEB50110	1	Report	1	Report	0

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Monday , January 24, 2005 at 12:21:30

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United States Department of Transportation - **Federal Motor Carrier Safety Administration**

According to the paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. It is estimated that an average of 10 minutes per response is required to complete this collection of information. This estimate includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments concerning the accuracy of this burden estimate or suggestions for reducing this burden should be directed to the Federal Motor Carrier Safety Administration, 400 7th St., SW, Washington, DC 20590.

**MOTOR CARRIER AUTOMOBILE BODILY INJURY AND PROPERTY DAMAGE LIABILITY CERTIFICATE OF INSURANCE**

filed with  
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION  
INSURANCE COMPLIANCE DIVISION  
400 Virginia Ave., SW, Suite 600  
Washington, D.C. 20024

Approved by OMB  
2126-0017  
Expires: 09/30/2005  
FMCSA Docket No.  
MC 283690  
FF \_\_\_\_\_

Received  
Date:

Filer Account No. \_\_\_\_\_

This is to certify, that the ZURICH AMERICAN INSURANCE COMPANY  
(NAME OF INSURANCE COMPANY)

(hereinafter called Company) of 1400 AMERICAN LANE, SCHAUMBURG, ILLINOIS 60196  
(HOME OFFICE ADDRESS OF INSURANCE COMPANY)

has issued to SEAFOOD EXPRESS (P.E.I.) LIMITED  
(NAME OF MOTOR CARRIER OR FREIGHT FORWARDER)

of P.O. BOX 1267, CHARLOTTETOWN, PE CIA 7M8 CANADA  
(ADDRESS OF MOTOR CARRIER OR FREIGHT FORWARDER)

insurance under terms described on the back of this form to provide coverage as follows: CHECK AS APPLICABLE:

Full Security Limits Required in Title 49 of the Code of Federal Regulations:  Under Section 387.303(b)(1)  Under Section 387.303(b)(2)

Security Limits Required under Section 387.303(b)(1) or 387.303(b)(2) of the same Title as follows:

- This insurance is primary and the company shall not be liable for amounts in excess of \$ 750,000 for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of \$ \_\_\_\_\_ for each accident in excess of the underlying limit of \$ \_\_\_\_\_ for each accident.

Effective from January 30, 2005 (12:01 a.m., standard time at the address of the Insured as stated in said policy or policies) and continuing until canceled as provided in the rules and regulations under Section 13906 of Title 49 of the United States Code.

Countersigned at 1400 American Lane, Schaumburg, Illinois 60196 Date JAN. 24, 2005  
Street Address City State Zip

Insurance Company Policy No. 9996196  
(Policy Number)

**PROGRAM SOLUTIONS**

(Issuing Office - Full Name of Agency or Branch)

*Coral Jozayuszeki*  
(Signature of Authorized Representative)

FORM BMC-91X

UNIFORM INFORMATION SERVICES, INC. MC 1614c (10-02)

To: Maine

# Certificate of Insurance for Filing in Ontario



Ministry of Transportation  
Carrier Sanctions & Investigation Office  
301 St. Paul Street, 3<sup>rd</sup> Floor  
St. Catharines, ON L2R 7R4

Issued by the

CENTRAL

Region of the Insurer

Date: January 24, 2005

This Certificate is Effective From:

January 30, 2005

This is to certify that the policy, or policies, designated below provides the type of insurance set forth opposite the policy number, subject to the terms and conditions of the policy or policies.

Name of Insured: SEAFOOD EXPRESS (P.E.I.) LIMITED  
Address of Insured: P.O. BOX 1267, CHARLOTTETOWN, PE C1A 7M8  
Insurance Broker: SAFETY INSURANCE SERVICES (ATLANTIC) LTD.

**Complete one or more of the following sections, as necessary.**

**A. Motor Truck Cargo**

Policy number: TPP 9996196

Expiry date: January 30, 2006

All vehicles owned by or operated on behalf of the Insured.

Specific coverage of Insured's vehicles, as per C below.

**Limits of Liability**

- \$15,000
- \$20,000
- \$27,000
- \$32,000

(Legal and Regulatory Obligations shown on reverse)

**B. Automobile**

Policy number: TPP 9996196

Expiry date: January 30, 2006

All vehicles owned by or operated on behalf of the Insured.

Specific coverage of Insured's vehicles, as per C below.

- \$1,000,000 inclusive
- \$2,000,000 inclusive

(Legal and Regulatory Obligations shown on reverse)

**C. Specific coverage for Insured's vehicles**

Coverage is only provided where indicated.

Limit of liability provided for Automobile as per B.

Limit of liability for Motor Truck Cargo as per A.

All coverages provided are on a "per vehicle" basis.

Year	Make	Serial Number	Motor Truck Cargo	Automobile
			<input type="checkbox"/> Covered	<input type="checkbox"/> Covered
			<input type="checkbox"/> Covered	<input type="checkbox"/> Covered
			<input type="checkbox"/> Covered	<input type="checkbox"/> Covered
			<input type="checkbox"/> Covered	<input type="checkbox"/> Covered
			<input type="checkbox"/> Covered	<input type="checkbox"/> Covered
			<input type="checkbox"/> Covered	<input type="checkbox"/> Covered

The Insurer agrees to give 15 days notice in writing prior to any cancellation, non renewal, or change in the policy or policies such that the minimum limit is no longer provided.

ZURICH INSURANCE COMPANY

*Michelle P...*

Authorized Signature

Extra-Provincial Truck Undertaking Regulations, SOR/88-46, 17 December, 1987  
SOR/90-364, 21 June, 1990

Section 4 (1) The minimum liability insurance coverage that shall be held by an extra-provincial truck undertaking is

- (a) For each motor vehicle, for bodily injury to or death of any person or for loss of or damage to property of others, other than cargo, the amount of one million dollars;
- (b) For each motor vehicle used for the transport of any dangerous goods
  - (i) that are set out in column 1 of Schedule XII to the *Transportation of Dangerous Goods Regulations*, in the quantities referred to in section 7.13 of those Regulations, and
  - (ii) in respect of which an emergency response plan is required to be filed with the Director General of the Transport of Dangerous Goods Directorate, Department of Transport, pursuant to Part VII of the *Transportation of Dangerous Goods Regulations*, for bodily injury to or the death of any person or for loss of or damage to property of others, other than cargo, the amount of two million dollars; and
- (c) subject to subsections (1.1) and (1.2), for each motor vehicle, for loss or damage to cargo,
  - (i) with respect to each motor vehicle, or combination of motor vehicles, having a maximum registered gross weight not exceeding 12 700 kg, the amount of fifteen thousand dollars,
  - (ii) with respect to each motor vehicle, or combination of motor vehicles, having a maximum registered gross weight exceeding 12 700 kg, but not exceeding 21 000 kg, the amount of twenty thousand dollars,
  - (iii) with respect to each motor vehicle, or combination of motor vehicles, having a maximum registered gross weight exceeding 21 000kg but not exceeding 37 000 kg, the amount of twenty-seven thousand dollars, and

(1.1) For each motor vehicle used solely for the transportation of low value cargo, regardless of the gross vehicle weight of the motor vehicle, the minimum liability insurance coverage may be an amount equivalent to the maximum value of the cargo carried.


(1.2) A motor carrier need not have insurance coverage for loss of or damage to cargo transported by the motor carrier, regardless of the gross vehicle weight of the vehicle used to transport the cargo, where that motor vehicle is used solely for the transportation of cargo for a particular shipper who acknowledges in writing that the motor carrier shall not be responsible for the loss of or damage to the cargo transported by that motor carrier.

Space reserved for the C.T.Q.

N° de dossier

Please Print or type when completing this form

SECTION 1 INFORMATION OF THE APPLICANT	Family Name :	SEAFOOD EXPRESS (P.E.I.) LIMITED	
	Given Name :		
	Address :	P.O. BOX 1267	
	Number, street, apt. :		
	City or town :	CHARLOTTETOWN	
	Postal code :	C1A 7M8	Province :

SECTION 2 DECLARATION OF THE INSURANCE COMPANY	Application submitted under the Motor Vehicle Act 1987 and/or the Act Respecting Track Transportation and the Regulation applicable.			
	Cargo policy number :	TPP 9996196		
	Public liability policy number :	TPP 9996196		
	I hereby certify that all above mentioned insurance policies are valid and subsisting and that the insurance Company undertakes to provide a minimum of 15 days prior written notice in the event of cancellation, lapse or change that may reduce coverage.			
	Name of Insurance Company :	ZURICH INSURANCE COMPANY		
	Address :	20TH FLOOR, 400 UNIVERSITY AVENUE		
	Number, street, apt. :			
	City or town :	TORONTO		
	Postal code :	M5G 1S7	Province :	ONTARIO
	Tel :	416-813-3800	Fax :	1-800-319-3219
e-Mail :				
SIGNATURE ZURICH INSURANCE COMPANY				
Authorized representative of Insurance Company :				
Identification of the signature in block letters :	FENELLA YUEN			
Date (y-m-d) :	2005-Jan-10			

SECTION 3 RETURN ADDRESS	This declaration must be filed at one of the following offices :	
	Commission des transport du Québec 545, boul. Crémazie Est 10 <sup>e</sup> étage, bureau 1000 Montréal, (Québec) H2M 2V1 Tel : (514) 873-6424 Free of charge : 1 888 461 2433 Fax : (514) 873-4720	Commission des transport du Québec 200, chemin Sainte-Foy 7 <sup>e</sup> étage Québec (Québec) G1R 5V5 Tel : (418) 643-5694 Free if charge ; 1 888 461 2433 Fax : (418) 644 8034
	e-Mail : <a href="mailto:courrier@ctq.gouv.qc.ca">courrier@ctq.gouv.qc.ca</a>	
	We invite you to visit the C.T.Q. site on the internet at the following address : <a href="http://www.ctq.gouv.qc.ca">http://www.ctq.gouv.qc.ca</a>	

**TRUCKING REGULATION (QUÉBEC) (O.C., 47-88, JANUARY 13, 1988****Section 15 :**

The holder of a trucking licence, except a licence for hauling trailers or semi-trailers, must keep in force for the duration of his licence for each vehicle used in its operations on goods transported in an amount of not less than the following:

- 1 for a vehicle having a total mass less than 12 700 kg: 15 000 \$;
- 2 for a vehicle having a total mass of 12 700 kg or more, but less than 21 000 kg: 21 000 \$;
- 3 for a vehicle having a total mass of 21 000 kg or more, but less than 37 000 kg: 27 000 \$;
- 4 for a vehicle having a total mass of 37 000 kg or more: 32 000 \$

**EXTRA-PROVINCIAL TRUCK UNDERTAKING LICENSING REGULATIONS, SORS/88-46, DECEMBER 17 1987, SORS/90-364 JUNE 21 1990**

Section 4: (1) The minimum liability insurance coverage that shall be held by an extra-provincial truck undertaking is

- a) for each vehicle, for bodily injury to or the death of any person or for loss of or damage to property of others, other than cargo, the amount of one million dollars;
  - b) for each motor vehicle used for the transport of any dangerous goods
    - (i) that are set out in column 1 of Schedule XII of the *Transportation of Dangerous Goods Regulations*, in the quantities referred to in section 7.18 of those Regulations, and
    - (ii) in respect of which an emergency response plan is required to be filed with the Director General of the *Transport of Dangerous Goods Regulations*,

for bodily injury to or the death of any person or for loss of or damage to property of others, other than cargo, the amount of two million dollars; and
  - c) subject to subsections (1.1) and (1.2), for each motor vehicle, for loss or damage to cargo,
    - (i) with respect to each motor vehicle, or combination of motor vehicles, having a maximum registered gross weight not exceeding 12 700 kg, the amount of fifteen thousand dollars;
    - (ii) with respect to each motor vehicle, or combination of motor vehicles, having a maximum registered gross weight exceeding 12 700 kg but not exceeding 21 000 kg, the amount of twenty thousand dollars;
    - (iii) with respect to each motor vehicle, or combination of motor vehicles, having a maximum registered gross weight exceeding 21 000 kg but not exceeding 37 000 kg, the amount of twenty-seven thousand dollars, and
    - (iv) with respect to each motor vehicle, or combination of motor vehicles, having a maximum registered gross weight exceeding 27,000 kg, the amount of thirty-two thousand dollars.
- (1.1) For each motor vehicle used solely for the transportation of low-value cargo, regardless of the gross vehicle weight of the motor vehicle, the minimum liability insurance coverage may be an amount equivalent to the maximum value of the cargo carried.
- (1.2) A motor carrier need not have insurance coverage for loss of or damage to cargo transported by the motor carrier, regardless of the gross vehicle weight of the motor used to transport the cargo, where that motor vehicle is used solely for the transportation of cargo for a particular shipper who acknowledges in writing that the motor carrier shall not be responsible for the loss of or damage to the cargo transported by that motor carrier.

**AUTOMOBILE INSURANCE ACT (R.S.O., C. A-25)****Section 87.1:**

The minimum compulsory amount of liability insurance for a carrier subject to Title VIII.1 of the Highway Safety Code is 1 000 000 \$.

However, the minimum amount is 2 000 000 \$ in the case of a carrier contemplated in the first paragraph who transports a dangerous substance listed in Schedule ZII to the Regulations respecting the handling, offering for transport and transporting of dangerous goods, made by Order in Council SOR/85-77 of January 1985 and published in the *Canada Gazette*, Part II of February 5, 1985, in an amount exceeding that indicated in column IV of the said Schedule.

**Section 89:**

An insurance contract may stipulate that the insured remain liable for a portion of the indemnity owed to the victim under a deductible coverage clause or otherwise; in such case, the insurer remains liable to the victim for the payment of the full indemnity, including the portion for which the insured remains liable under the contract.

The insurer is then subrogated in the rights of the victim against the insured for the portion of the insurer has had to pay to the victim for which the insured remains liable under the contract.

To assess its scope and details, the reader is referred to the legislation and regulations, especially the Motor Vehicle Transport Act, 1987 (S.C., c.35) and the Extra-Provincial Truck Undertaking Licensing Regulations (Canada Gazette, part II, Vol. 122, No. 1), the Act respecting truck transportation (R.S.Q., c. C-5.1) the Trucking Regulation (G.O.Q., 1988, No. 5) and the Automobile Insurance Act (R.S.Q., c. A-25).

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/27/2005

**PRODUCER**  
**ZURICH AMERICAN INSURANCE COMPANY**  
 1400 AMERICAN LANE  
 SCHAUMBURG, ILLINOIS  
 60196

**INSURED**  
**SEAFOOD EXPRESS (PEI) LTD.**  
 BOX 1267  
 CHARLOTTETOWN, PEI C1A 7M8

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**      **NAIC #**

INSURER A: ZURICH AMERICAN INSURANCE COMPANY  
 INSURER B:  
 INSURER C:  
 INSURER D:  
 INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TPP 9996196	01/31/2005	01/31/2006	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 25,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	X	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  <input checked="" type="checkbox"/> All vehicles leased to the named insured (other than private passenger)	TPP 9996196	01/31/2005	01/31/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ INCLUDED BODILY INJURY (Per accident) \$ INCLUDED PROPERTY DAMAGE (Per accident) \$ INCLUDED
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		<b>OTHER</b> Cargo Trailer Int./Phys. Damage	TPP 9996196 TPP 9996196	01/31/2005 01/31/2005	01/31/2006 01/31/2006	Limit per Vehicle \$500,000 CDN Limit per Trailer \$90,000 CDN.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The UIIE-1 or CA23-17 is part of the auto policy TPP 9996196. The attached list of providers are additional insured in regards to auto liability. Those providers with (\*) are additional insured on general liability and those with (\*\*) are additional insured on trailer interchange.

**CERTIFICATE HOLDER**

UIIA - CARRIER RELATIONS  
 7501 Greenway Center Drive, Suite 720  
 Greenbelt, M.D. 20770-6705  
 FAX: 301-982-3414

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVE.

AUTHORIZED REPRESENTATIVE  
*Carol Jaszczewski*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



9/15/00  
FORM UIIE -1

**TRUCKERS UNIFORM INTERMODAL INTERCHANGE ENDORSEMENT  
(IANA FORM UIE-1)**

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

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

Endorsement Effective: <b>JANUARY 31, 2005</b>	Policy Number: <b>TPP 9996196</b>
Name Insured: <b>SEAFOOD EXPRESS (PEI) LTD.</b>	Countersigned By: (Authorized Representative of Ins. Co.) <b>ZURICH INSURANCE COMPANY</b> PER <i>[Signature]</i>

It is agreed that such insurance as is afforded by the policy for Auto Bodily Injury and Property Damage Liability applies to liability assumed by the named insured, as "Motor Carrier Participant," under Section F.4. of the Uniform Intermodal Interchange and Facilities Access Agreement, and any subsequent amendments thereto, reading as follows:

**F. Liability, Indemnity, and Insurance**

F.4. Indemnity: Motor Carrier agrees to defend, hold harmless and fully indemnify the Indemnitees, against any and all claims, suits, loss, damage or liability, for bodily injury, death and/or property damage (including reasonable attorney fees and costs incurred in the enforcement of this Agreement) arising out of or related to the Motor Carrier's: Use or maintenance of the equipment during an interchange period; the performance of this Agreement; and/or presence on the Facility Operator's premises.

Subject to the following provisions:

1. The limits of the company's liability under this policy for damages because of bodily injury and property damage arising out of the use, operation, maintenance or possession of interchange equipment shall be the applicable amount stated below and designated by an "x" unless a greater amount is otherwise stated in the policy as applicable to such bodily injury or property damage.

Single Limit Bodily Injury and Property Damage.....\$1,000,000 Each Accident  
(or the Equivalent)

2. The company shall:

(a) Upon issuance of this endorsement, furnish to the **President, The Intermodal Association of North America, 7501 Greenway Center Drive, Suite 720, Greenbelt, Maryland 20770-6705**, a properly executed Certificate of Insurance which carries the notation that the company has issued to the named insured Motor Carrier a policy of liability insurance; and

(b) Upon cancellation or termination of the policy of which this endorsement forms a part, furnish a notice of such cancellation or termination **NOT LESS THAN 30 DAYS** prior to the effective date of such cancellation or termination, such notice to be mailed to said President at the above address.

# Equipment Provider List

## CHECK ALL APPROPRIATE BOXES

12/06/04

- |   |   |
|---|---|
| <input type="checkbox"/> ANL Singapore Pte. Ltd.<br><input type="checkbox"/> APL Co. Pte Ltd/Eagle Marine Services (EMS)(*)(**)<br><input checked="" type="checkbox"/> Atlantic Container Lines (*)<br><input type="checkbox"/> Atlanticargo/Star Shipping)<br><input type="checkbox"/> Bermuda Container Line, Limited (**)<br><input type="checkbox"/> Burlington Northern Santa Fe (BNSF) (*)<br><input type="checkbox"/> Canadian National/Illinois Central Railroad (*)<br><input checked="" type="checkbox"/> China Shipping Container Line<br><input type="checkbox"/> CMA-CGM America<br><input type="checkbox"/> Compania Chilena De Navegacion Interoceanica S.A. (C.C.N.I.) (*)<br><input type="checkbox"/> Compania Sud-Americana De Vapores<br>c/o ATG (CSAV/Montemar/Libra/NorAsia) (**)<br><input checked="" type="checkbox"/> COSCO North America, Inc./COSCO Container Lines Co., Ltd.<br>China Ocean Shipping Company America, Inc.<br><input checked="" type="checkbox"/> CP Ships (US Agency), LLC formerly Americana Ships<br>(Lykes, TMM, Contship Container Lines, Italia,<br>ANZDL, Canada Maritime and CAST)<br><input type="checkbox"/> CSX Intermodal (*) (Railroad)<br><input checked="" type="checkbox"/> Eimskip USA, Inc.<br><input type="checkbox"/> Evergreen America Corporation<br><input type="checkbox"/> Fesco Shipping Agencies, N.A.<br><input type="checkbox"/> Great Western Steamship Company<br><input type="checkbox"/> Hamburg Sud North America, Inc. (*)<br>(formerly HSAC Logistics, Inc.)<br><input type="checkbox"/> Hanjin Shipping Co., Ltd.<br><input checked="" type="checkbox"/> Hapag-Lloyd (America) Inc. (*) (**)<br><input type="checkbox"/> Horizon Lines, LLC (formerly CSX Lines, LLC)<br><input type="checkbox"/> Horizon Lines of Alaska, LLC (formerly CSX Lines of Alaska, LLC)<br><input checked="" type="checkbox"/> Hyundai Merchant Marine, Inc. (America) (**)<br><input type="checkbox"/> Indotrans, Inc.<br><input checked="" type="checkbox"/> K-Line America, Inc. (Kawasaki Kisen Kaisha, Ltd.) (*)<br><input type="checkbox"/> MacAndrews and Company Limited (effective 8/23/04) | <input checked="" type="checkbox"/> Maersk Line (*)<br><input type="checkbox"/> Marubeni OCA (*)<br><input type="checkbox"/> Matsor Navigation Company (*) (**)<br><input checked="" type="checkbox"/> Mediterranean Shipping Co.<br><input type="checkbox"/> MOL (America), Inc. (Mitsui)<br><input checked="" type="checkbox"/> Nippon Yusen Kaisha (NYK Line North America) (*) (**)<br><input type="checkbox"/> Norddeutsche Line (*) (**)<br><input type="checkbox"/> Norfolk Southern Corporation (*)<br><input checked="" type="checkbox"/> OOCL (USA), Inc. (*) (**)<br><input checked="" type="checkbox"/> Osprey Line LLC (*) <b>Effective 1/15/05</b><br><input checked="" type="checkbox"/> P & O Nedlloyd Limited (*)<br><input type="checkbox"/> P M & C Line (*)<br><input type="checkbox"/> Pace Intl., Inc. (Pacer Stacktrain) (*) (**)<br><input type="checkbox"/> Safmarine Container Line, N.V. (*)<br><input type="checkbox"/> Sea Star Lines, LLC (*) (**)<br><input type="checkbox"/> Senago Lines GmbH<br><input type="checkbox"/> Shipping Corporation of India<br><input type="checkbox"/> Sinotrans Container Lines Co., Ltd. c/o Sinotrans Shipping Agency (*) (**)<br><input type="checkbox"/> Somerset Shipping Ltd. (*)<br><input checked="" type="checkbox"/> TIP Intermodal Services<br><input type="checkbox"/> Turkish Container Transportation & Shipping, Inc.<br><input type="checkbox"/> Union Pacific Railroad Co. (**)<br><input type="checkbox"/> United Arab Shipping Company, c/o United Arab Agencies<br><input type="checkbox"/> US Lines Limited (USL) (*)<br><input type="checkbox"/> Virginia International Terminals, Inc.<br><input type="checkbox"/> Wan Hai Lines, Ltd. (*)<br><input checked="" type="checkbox"/> XTR Intermodal, Inc./XTRA Chassis, Inc. (*) (**)<br><input checked="" type="checkbox"/> Yang Ming Marine Transport c/o Yang Ming (America) Corporation<br><input checked="" type="checkbox"/> Zim American Integrated Shipping Service Co Ltd/<br>Zim Integrated Shipping Services Ltd. (*) (**) (effective 2/1/05) |
|---|---|

**Note:** In addition to naming the companies indicated above additional insured on Auto Liability:

(\*) The companies above indicated with a single asterisk require that you make them additional insured on your General Liability Policy.

(\*\*) The companies above indicated with a double asterisk require that you make them additional insured on your Cargo and/or Trailer Interchange Coverages.

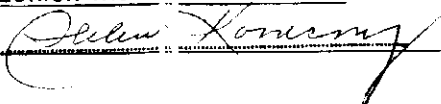
Please complete this form and fax or mail a copy of both sides, with the enclosed memorandum, to your insurance provider. Be sure to complete the information below to ensure that your insurance provider can distinguish you from other insureds.

MOTOR CARRIER COMPANY NAME: SEAFOOD EXPRESS (PEI) LTD.

ADDRESS: P.O. BOX 1267, CHARLOTTETOWN, PEI CIA 7M8 - CANADA

PHONE: (902) 566-1102 FAX: (902) 566-5848

PERSON COMPLETING FORM: ELLEN COREY ZURICH INSURANCE COMPANY DATE: JANUARY 26, 2005

INSURANCE AGENT OR INSURANCE COMPANY SIGNATURE: PER 

DATE JANUARY 26, 2005