

**CARGO INSURANCE
ENDORSEMENT MV-2
PROPERTY BEING TRANSPORTED**

The policy to which this endorsement is attached is written in pursuance of and is to be construed in accordance with The Motor Carrier Act, Title 69, Chapter 12, Montana Code Annotated, and the rules and regulations of the Public Service Commission of the State of Montana adopted thereunder. The policy is to be filed with the State in accordance with said statute and rules.

In consideration of the premium stated in the policy to which this endorsement is attached, the Company hereby agrees to pay, within the limits of liability hereinafter provided, any shipper or consignee for all loss of or damage to all property belonging to such shipper or consignee, and coming into the possession of the Insured in connection with its transportation service, for which loss or damage the Insured may be held legally liable, regardless of whether the motor vehicles, terminals, warehouses, and other facilities used in connection with the transportation of the property hereby insured are specifically described in the policy or not. The liability of the Company extends to such losses or damages whether occurring on the route or in the territory authorized to be served by the Insured or elsewhere.

Within the limits of liability hereinafter provided it is further understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, or any other endorsement thereon or violation thereof, or of this endorsement by the Insured, shall affect in any way the right of any shipper or consignee, or relieve the Company from liability for the payment of any claim for which the Insured may be held legally liable to compensate shippers or consignees, irrespective of the financial responsibility or lack thereof or insolvency or bankruptcy of the Insured. However, all terms, conditions, and limitations in the policy to which this endorsement is attached are to 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 loss or damage 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.

The liability of the Company for the limits provided in this endorsement shall be a continuing one notwithstanding any recovery hereunder. The Company shall not be liable for an amount in excess of **\$10,000**, in respect of any loss or damage to or aggregate of losses or damaged of or to the property hereby insured occurring at any one time or place, nor in any event for an amount in excess of **\$10,000**, in respect of the loss of or damage to such property carried on any one motor vehicle, whether or not such losses or damages occur while such property is on a motor vehicle or otherwise, EXCEPT for cargo transported in vehicles designed, equipped, and primarily intended for transportation of seven (7) passengers or less for which the company's liability shall not exceed **\$1,000**.

This endorsement may not be cancelled without cancellation of the policy to which it is attached. Such cancellation may be effected by the Company or the Insured giving thirty (30) days' notice in writing to the Public Service Commission at its office at 1701 Prospect Avenue, PO Box 202601, Helena, Montana 59620-2601, said thirty (30) days' notice to commence to run from the date the notice is actually received at the office of said Public Service Commission.

Attached to and forming a part of Policy No. _____ issued by the
_____ (herein called Company) of
_____ to _____.

Dated at _____ this _____ day of _____, 20.....

Countersigned by _____
(authorized Company Representative)