



# RED DIRT DIESEL CO.

OF TEXAS

KEEPING YOUR FLEET  
MOVING FORWARD.

## FLEET SERVICE VENDOR INFORMATION PACKET

MOBILE SERVICE • RAPID RESPONSE • RELIABLE SOLUTIONS



MOBILE  
DIESEL REPAIR



DIAGNOSTICS &  
ENGINE SERVICE



LIFT GATE &  
TRAILER REPAIR



ROADSIDE  
ASSISTANCE



TOWING  
COORDINATION

- ✓ 24/7 EMERGENCY SERVICE
- ✓ EXPERIENCED & CERTIFIED TECHNICIANS
- ✓ ADVANCED DIAGNOSTICS
- ✓ PREVENTIVE MAINTENANCE SUPPORT
- ✓ FLEET FOCUSED. CUSTOMER DRIVEN.

**24/7**  
WE'RE READY  
WHEN YOU NEED US



PRIMARY CONTACT  
Chad Cain



MAILING ADDRESS  
100 West Trail  
Pleasanton, TX 78064



PHONE  
830-260-5058



EMAIL  
movnomo@att.net

BUILT ON INTEGRITY. DRIVEN BY SERVICE.



# RED DIRT DIESEL CO. OF TEXAS

## Commercial Fleet Service Vendor Packet

### Contact Information

**Business Name:** Red Dirt Diesel Co. of Texas  
**Primary Contact:** Chad Cain  
**Mailing Address:** 100 West Trail, Pleasanton, TX 78064  
**Phone:** 830-260-5058  
**Email:** movnomo@att.net  
**Service Type:** Mobile Fleet & Diesel Service Provider

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### Company Overview

Red Dirt Diesel Co. of Texas provides mobile diesel repair, emergency roadside assistance, fleet diagnostics, towing coordination, and commercial fleet support services throughout South Texas.

We are committed to minimizing downtime for commercial fleets through rapid response service, fair pricing, dependable support, and professional repair solutions.

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### Emergency Fleet Response Coverage

- Pleasanton, TX — 15–30 Minute ETA
- Jourdanton, TX — Approximately 30 Minute ETA
- Poteet, TX — Approximately 30 Minute ETA
- Atascosa County — Approximately 45 Minute ETA

**Additional Coverage:**

- I-37 Corridor from San Antonio to Corpus Christi
  - Hidalgo Corridor coverage and fleet support
  - South Texas Region
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### Service Availability

- 24-Hour Service Available Monday through Friday
- Weekend availability based on technician and dispatch scheduling
- After-hours calls after 5:00 PM subject to a \$50 call-out fee

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## Emergency Roadside Diagnostic & Repair Services

- Par-Kay Lift Gate Charging System Service & Repair
- Emergency Breakdown Diagnostics
- Battery Replacement & Electrical Assistance
- Trailer Repairs
- Lift Gate Diagnostics & Repair
- Fuel Delivery Services
- Vehicle Lockout Assistance
- Air Brake Diagnostics & Repair
- Minor Mechanical Repairs
- Fleet Breakdown Support

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## Advanced Mechanical & Engine Services

- MACS Certified Air Conditioning Service & Repair
- Locally Certified Brake Service & Repair
- Cummins Engine Diagnostics & Overhauls
- Navistar / International Engine Repair & Overhauls
- Select Mercedes Sprinter Van Engine Services
- Diesel Engine Troubleshooting
- Cooling System Repairs
- Fuel System Diagnostics
- Turbocharger Replacement & Repair
- Electrical & Sensor Diagnostics
- Air System Repairs

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## Fleet Support Services

- Oil Sampling & Fluid Analysis Services
- Commercial Fleet Diagnostics
- Certified Preventive Maintenance (PM) Services

Red Dirt Diesel Co. of Texas believes proper preventive maintenance should be completed correctly and not rushed. Standard PM services are typically performed with an estimated service time of approximately 3 hours to help ensure proper servicing and accurate fleet maintenance documentation.

- Emergency Mechanical Repairs
- Mobile Service Support
- Fleet Breakdown Response Coordination

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## Emissions & DEF System Services

### **Fleet Education & Preventive Training:**

- Proper Regen Procedures
- Importance of DEF System Maintenance
- DPF System Care & Monitoring
- EPA Emissions Awareness

- Preventive Practices to Reduce Downtime
- Driver & Fleet Operator Education

**Service Capabilities Include:**

- DEF System Diagnostics & Repair
  - DPF System Diagnostics
  - SCR System Diagnostics
  - Regen System Troubleshooting
  - Cummins Emissions System Service
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## Refrigeration Trailer Support Services

- Third-Party Reefer Repair Coordination
  - Emergency Refrigeration Trailer Service Assistance
  - Fleet Refrigeration Support
  - Vendor Coordination for Refrigerated Units
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## Forklift & Hydraulic Repair Services

- Toyota Forklift Hydraulic Repairs
  - Hydraulic Leak Diagnostics
  - Hydraulic Hose & Component Replacement
  - Lift System Troubleshooting
  - Hydraulic System Service & Repair
- 

## Warehouse & Fleet Technology Support

- Geotab Tracking System Installation & Setup
  - Fleet GPS & Tracking Device Support
  - Warehouse Scanner Setup & Installation
  - Fleet Device Installation Assistance
  - Mobile Hardware Support
- 

## Fleet Management & Digital Service Support

**Fleet Software Platform:** ARI Auto Repair Software

- Digital Repair Documentation
  - Service Tracking & Updates
  - Fleet Repair History Access
  - Work Order Management
  - Repair Status Communication
  - Digital Service Records
  - Invoice & Service Documentation Support
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## Technical Experience & Industry Background

**Primary Lead Technician:** Over 33 Years of Industry Experience  
**Secondary Lead Technician:** Over 28 Years of Industry Experience

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## Labor Rates & Diagnostic Pricing

**Standard Labor Rate:** \$80.00 Per Hour  
**Diagnostic Rate:** \$65.00 Per Hour  
**Minimum Diagnostic Charge:** 2 Hours

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## Emergency Roadside Pricing

**En Route Mileage:** \$2.00 Per Mile  
**Return Mileage:** \$1.00 Per Mile  
**After-Hours Call-Out Fee:** \$50.00 After 5 PM

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## Fuel Delivery & Lockout Services

**Unleaded Fuel Delivery:** \$7.00 Per Gallon  
**Diesel Fuel Delivery:** \$9.00 Per Gallon  
**Commercial Lockout Service:** \$60.00  
**Heavy-Duty Jump Start Service:** \$80.00

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## Third-Party Towing & Recovery Services

### Heavy-Duty Towing:

- \$275 Hook Fee
- \$5.00 Per Mile En Route
- \$7.00 Per Mile Towed
- \$100 Processing / Dispatch Fee

### Light-Duty Fleet Towing:

- \$80–\$100 Hook Fee
  - \$3.00 Per Mile En Route
  - \$4.00–\$5.00 Per Mile Towed
  - \$100 Processing / Dispatch Fee
- 

## Environmental & Shop Supply Fee

Environmental & Shop Supply Fees may apply to help cover:

- Fluid disposal
  - Environmental compliance
  - Cleaning materials
  - Shop consumables
  - Disposal and handling costs
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## Insurance Information

Commercial insurance maintained through THREE / Berkshire Hathaway Direct Insurance Company.

Coverage Includes:

- \$1,000,000 Business Liability Coverage
  - Garagekeepers Coverage
  - Commercial Automotive Related Services Coverage
  - Business Interruption Coverage
  - Cyber Incident Coverage
- 

## Closing Statement

Red Dirt Diesel Co. of Texas is committed to delivering dependable fleet support services, rapid roadside response, fair pricing, and professional diesel repair solutions for commercial fleet partners throughout South Texas.

We appreciate the opportunity to build dependable long-term service partnerships.

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# DBA Documentation



ASN

10632

## ASSUMED NAME (DBA) CERTIFICATE OF OWNERSHIP FOR UNINCORPORATED BUSINESS OR PROFESSION

NOTICE: "Assumed Names/DBA" are valid only for a period not to exceed 10 years from the date filed in the County Clerk's Office. THE COUNTY CLERK IS NOT RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED IN AN "ASSUMED NAME/DBA" CERTIFICATE. ONCE FILED WITH THE COUNTY CLERK, THIS DOCUMENT BECOMES A PERMANENT RECORD AND MAY BE CHANGED OR AMENDED ONLY BY FILING A NEW CERTIFICATE. THE COUNTY CLERK MAY REFUSE TO RECORD A CERTIFICATE THAT IS CLEARLY DEFECTIVE ON ITS FACE. CHAPTER 71, TEXAS BUSINESS & COMMERCE CODE.

1. BUSINESS NAME: RED DIRT DIESEL CO. OF TEXAS  
PHYSICAL BUSINESS ADDRESS: 100 WEST TRAIL  
CITY: PLEASANTON STATE: TEXAS ZIP CODE: 78064  
PHONE (optional): 830-260-5058

2. THE PERIOD, NOT TO EXCEED 10 YEARS, DURING WHICH THE ASSUMED NAME WILL BE USED (I.E., "10 years"): 10 YRS

3. BUSINESS IS TO BE CONDUCTED AS (check one)

- Sole Proprietorship     Sole Franchisee     General Partnership     Joint Venture  
 Other (Specify) \_\_\_\_\_

### CERTIFICATE OF OWNERSHIP

I/We, the undersigned, are the owner(s) of the above-named business and my/our name(s) and address (es) given is/are true and correct, and there is/are no ownership(s) in said business other than those listed herein below. By signing below, the applicant(s) acknowledge understanding of and compliance with the statutes cited below. The undersigned, if acting in the capacity of an attorney in fact of the entity, certifies that the entity has duly authorized the attorney in fact in writing to execute this document.

#### - OWNER(S) INFORMATION and SIGNATURE(S) -

Name: CHAD CAIN Signature: *Chad C.*  
Residence Address: 100 WEST TRAIL  
City, State, Zip: PLEASANTON, TX 78064 Printed Name/Title: CHAD CAIN  
Name: CHERILYN CAIN Signature: *Cherilyn Cain*  
Residence Address: 100 WEST TRAIL  
City, State, Zip: PLEASANTON, TX 78064 Printed Name/Title: CHERILYN CAIN  
Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Printed Name/Title: \_\_\_\_\_

WARNING: INTENTIONALLY PROVIDING FALSE OR FRAUDULENT INFORMATION ON THIS APPLICATION IS A VIOLATION OF THE LAW AND MAY RESULT IN IMPRISONMENT OF NOT MORE THAN 5 YEARS AND/OR FINE OF UP TO \$ 10,000. (Texas Business and Commerce Code, Chapter 71, Sec. 71.203; Texas Penal Code, Chapter 12 and Chapter 32, Sec. 32.10)

THE STATE OF TEXAS  
COUNTY OF ATASCOSA

Before me on this day personally appeared CHAD & CHERILYN CAIN known to me or proved to me through DRIVER LICENSES to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, ON MAY 5 2026



*Scarlett Ochoa*  
Scarlett Ochoa, Deputy Clerk

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

*Theresa Carrasco*

Theresa Carrasco, County Clerk  
Atascosa County, Texas  
May 3, 2026 11:58:30 AM

ASN

10632

EXPIRES 05/04/2036

# EIN Documentation



Department Of the Treasury  
Internal Revenue Service  
Philadelphia, PA 19255-0023  
Important Information - Please Read



IRS Notice CP575B

RED DIRT DIESEL CO OF TEXAS  
CHAD W CAIN GEN PTR  
% CHAD W CAIN GEN PTR  
100 WEST TRAIL  
PLEASANTON, TX 78064

May 05, 2026

## We assigned you an employer identification number (EIN)

Your EIN is **42-2360877**. The name control associated with this EIN is **REDD**.

### What you need to do

- If you did not apply for this EIN, visit [IRS.gov/EINNotRequested](https://www.irs.gov/EINNotRequested).
- Use this EIN and your name exactly as they appear above when you fill out your tax returns. Otherwise, it may cause delays. Keep a copy of this notice for your records because we'll only send it to you once. You can share a copy with future officers of your organization or anyone asking for proof of your EIN. If your name or address is incorrect as shown, send the correct information to the address at the top of this notice.
- You must file the following forms by the dates shown.

Form	Due Date
1065	03/15/2027

### What you need to know

If you need to pay certain types of taxes, like employment or corporate income taxes, we'll send you a package with instructions. The package will tell you how to pay your taxes online using the Electronic Federal Tax Payment System (EFTPS). We'll also send you a personal identification number (PIN) separately. Be sure to activate your PIN when you receive it, so you can start using the EFTPS. To learn more about EFTPS, refer to Publication 866, *Electronic Choices to Pay All Your Federal Taxes*.

If a Limited Liability Company (LLC) elects to be classified as an association taxable as a corporation, the LLC must file Form 8832, *Entity Classification Election*. If an LLC wants to elect S corporation status and meets certain criteria, the LLC must timely file Form 2553, *Election by a Small Business Corporation*. In that instance, we'll treat the LLC as a corporation as of the effective date of the S corporation election and the LLC doesn't need to file Form 8832. Visit [IRS.gov/LLC](https://www.irs.gov/LLC) and refer to Publication 3402, *Taxation of Limited Liability Companies*, for more information.

### Additional Information

- Refer to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*, for tips on keeping your EIN safe.
- Find tax forms or publications by visiting [IRS.gov/forms](https://www.irs.gov/forms) or by calling 800-TAX-FORM (800-829-3676).
- Call us at 800-829-4833 if you can't find what you need online. If you prefer, you can write to the address at the top of this notice.

# Insurance Documentation

RED DIRT DIESEL CO. Of Texas  
100 West Trl  
Pleasanton, TX 76064

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## IMPORTANT NOTICE

To obtain information or make a complaint:

You may call our toll-free telephone number at:

**1-866-720-7861**

You may write to:

**Berkshire Hathaway Direct Insurance Company  
Attn: Customer Service  
1314 Douglas Street, Suite 1400  
Omaha, NE 68102**

You may also contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

**1-800-252-3439.**

You may write to the Texas Department of Insurance at:

**P.O. Box 149104  
Austin, TX 78714-9104**

or correspond via fax at **512-490-1007** or e-mail to **ConsumerProtection@tdi.texas.gov** or visit the Department's web site at **www.tdi.texas.gov**.

### **PREMIUM OR CLAIM DISPUTES:**

If you have a dispute about your premium or your claims, you should contact the company. If the dispute is not resolved, you may contact the Texas Department of Insurance.

This notice is for informational purposes only and does not become a part or condition of the attached document.



THREE  
PO Box 1668  
Wilkes Barre, PA 18773-3300  
1-800-507-4495  
[www.threeinsurance.com](http://www.threeinsurance.com)

## **A NOTICE TO ALL TEXAS POLICYHOLDERS ABOUT OUR ACCIDENT PREVENTION SERVICES**

At THREE, we believe the prevention of workplace injuries and illnesses is just as important as the prompt, fair settlement of claims. As a result, we offer a variety of loss control services to our policyholders at no additional charge. Since not all employers require the same level of assistance with these types of activities, we would be happy to discuss the ones that might be right for the size and scope of your particular business.

At your request:

- Our loss control representatives can visit your workplace to evaluate current conditions and safety practices, providing follow-up recommendations in writing to help mitigate employee injuries and illnesses. This analysis, together with a review of your company's current loss history, can serve as the blueprint for later program development.
- Loss runs can be made available to assist you in reviewing your claims history and help identify recurrent patterns, enabling underlying causes to be corrected.
- Safety awareness campaigns can be introduced to promote the prevention of accidents.
- We can assist in setting up a safety committee and in training your staff to administer a formal or informal safety program, which would include elements such as: the essential areas of hazard identification, accident/incident investigation, early reporting of claims, and stay-at-work and return-to-work protocols. Consultation on industrial hygiene and industrial health issues can also be made available.
- We can provide guidance on returning your injured employees to work, helping you to implement modified and/or alternative duties where necessary.
- A wide variety of educational materials such as posters, audiovisual aids, and brochures can be obtained.

**For more information about these services, please contact us:**

PHONE: 1-800-507-4495 | EMAIL: [service@threeinsurance.com](mailto:service@threeinsurance.com)

OR MAIL CORRESPONDENCE TO:

THREE  
PO Box 1668  
Wilkes Barre, PA 18773-3300

### **Important Notice for Texas Employers About the Prompt Reporting of Workplace Fatalities**

The state of Texas requires Workers' Compensation insurers to visit our policyholders within three business days following notification of a workplace fatality. To assist us in helping you effectively manage this severe type of loss, please notify us immediately.

To Report A Claim or For Questions: Call 1-800-507-4495 or Log On: [www.threeinsurance.com](http://www.threeinsurance.com)



THREE  
PO Box 1668  
Wilkes Barre, PA 18773-3300  
1-800-507-4495  
[www.threeinsurance.com](http://www.threeinsurance.com)

## **A NOTICE TO ALL TEXAS POLICYHOLDERS ABOUT ASBESTOS EXCLUSION DISCLOSURE**

This notice has been included to make sure you understand that the policy issued to your business includes an asbestos exclusion. The Texas Department of Insurance requires a notice under Texas Insurance Code Chapter 2301 on all policies that exclude asbestos.

The policy contains the following language in "Section III. What we do not cover": "We do not cover any damage to property (or Business Interruption), nor any claim made against your business, that is caused by pollution, asbestos, or a nuclear event....Asbestos means the presence or escape of any asbestos at all."

To Report A Claim or For Questions: Call 1-800-507-4495 or Log On: [www.threeinsurance.com](http://www.threeinsurance.com)

**Policy Number:** PTX8Z54HYZ      **Policy Period:** 05/08/2026 to 05/08/2027 @12:01AM

**This Policy Issued By:** Berkshire Hathaway Direct Insurance Company, A Nebraska Stock Insurance Company.

<b>Named Insured (Your Business):</b> RED DIRT DIESEL CO. Of Texas 100 West Trl Plessanton, TX 78064	<b>Phone:</b> (830) 398-0149 <b>Email:</b> chadwcain@me.com
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**What's insured & for how much:**

The table below shows the insured buildings, and the Deductible and Limit for each Coverage. We will pay up to the Limit after a loss is more than the Deductible. If your business has more than one loss, it must pay a separate Deductible for each loss. We will pay up to the Limit for each loss, except for Business Liability, where there is a Maximum Limit. After we have paid the Maximum Limit, we will no longer pay any amounts for Business Liability under this policy.

COVERAGE FOR	LIMIT	DEDUCTIBLE
Business Liability	\$1,000,000 per occurrence, \$3,000,000 Maximum	\$0
Business Interruption (Net Income)	Up to 1 year, \$0	3 day waiting period
Cyber Incident Response	\$250,000	\$0
All Other Property	\$0	\$1,000
Flood Coverage	NOT PURCHASED	
Wind/Hail Coverage	NO CHANGE	NO CHANGE

**Estimated Premium: \$1,152.00** (Subject to Audit When Permitted or Required by Law)

**Cancellation:** Your business may cancel for any reason by written request for a future date. We may only cancel as allowed by Texas law, at least for 30 days before cancellation or 10 if for nonpayment of premium. We will send a notice to the address above, and any additional interests requiring notice, that explains the cancellation and the effective date. After cancellation, the premium will be adjusted proportionately based on the time the policy was in effect.

**Policy Forms & Endorsements:**

- PN TX 01 01 10
- Notice Accident Prevention
- TX Ambulatory Exclusion
- SPG 00 00 - 06/24
- SPG 00 01 - 06/24
- SPG TX 01 - 06/24
- SPG COVEX 01 - 11/22
- SPG EXWC 01 - 1/23
- SPG ARS 01 - 11/22
- TX Concrete Roof

## I. The coverage we provide your business under this policy:

This policy only covers your business for loss caused by occurrences during the policy period. An "occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions that begin during the policy period. "Occurrence" also includes an error or omission by your business. Should any part of this policy, on its effective date, conflict with the laws of the state where your business is based, then that part of this policy will be automatically amended to meet the minimum requirements of those laws.

**For your business' property:** We cover your business for theft of and physical damage to property your business owns or leases. As a direct result of a property loss we pay, your business may have increased operating expenses or lose net income. After the Waiting Period on the Summary, we will cover these amounts as Business Interruption until your business resumes normal operations (or until either Business Interruption limit on the Summary is reached). "Net income" means (i) net profit or loss before income taxes and (ii) continuing normal operating expenses, including payroll. Unauthorized modification of electronic data is physical damage to property.

**For your business' liability to others:** We cover your business for amounts it is legally required to pay others as the result of an occurrence. We will provide legal counsel to defend any such claims. Employees of your business acting on its behalf and Additional Insureds working with your business are also covered the same way your business would be. Additional Insured automatically includes any required Additional Insured in a contract or permit made before starting work.

We also cover (i) claims of negligence, errors, or omissions in providing professional services, and (ii) claims against directors or officers of your business arising from their actions taken on behalf of your business. For these kinds of claims, if your business first learns about the claim during this policy, and the day before this policy started had continuous insurance coverage that would have covered the claim, we will cover that claim even though it is not the result of an occurrence during this policy.

**For Auto:** We cover damage to or accidents involving vehicles on the Summary the same way we cover property and liability claims, but with the Auto limits listed on the Summary.

**For Cyber:** We provide your business with crisis management, data and system review and recovery services, breach notification, and credit monitoring, following a data breach or computer system hack.

**Workers' compensation insurance:** Every state has workers' compensation laws that provide benefits for injured employees. We cover your business for and will promptly pay amounts required by state workers' compensation law. We will pay all installments of the compensation that may be awarded or agreed upon in connection with those injuries.

## II. If something goes wrong:

If your business has a property loss from an occurrence, we will pay to repair the damaged property if possible, or replace it with something of similar capabilities. We only pay for buildings (which in this policy includes any part of a building) or vehicles that are on the Summary, up to the Limit for each. For all other property that is damaged by an occurrence (including exterior glass and improvements to a leased premises that your business is responsible for) we will pay up to the amount listed for Other Property on the Summary. Other Property also includes property (other than a building) that is in the care, custody, or control of your business, but Business Interruption is not available arising from damage or loss to that property.



We will also pay necessary costs to keep your business going or to minimize the time it is out of business after a loss that we cover. We will pay these expenses until listed vehicles are repaired or replaced (or until the Limit for that damaged vehicle is reached) or your business has resumed at a permanent location (or until either limit for Business Interruption has been reached).

For liability claims, we will have the right to decide how to prepare for and defend any potential claim, and to decide if a claim should be settled. The costs of defending do not count towards policy limits.

For cyber claims, we provide cyber incident response and breach coach services through our selected vendors.

If your business runs out of money (it is insolvent or in bankruptcy) or otherwise defaults after a person is injured by an occurrence, our obligation to pay will not be affected.

### **III. What we do not cover:**

We do not cover any occurrence(s) that start or take place outside the policy period on the Summary. To be covered by any of this policy's Coverages, the damage, liability, or injury must be caused by or arise from an occurrence during the policy period on the Summary. For any claims that we do not cover, we will not provide legal counsel to defend those claims.

We do not cover any company other than those named on the Summary, and we do not provide coverage that is personal to you (or anyone) independent of your business. We do not cover damage to any building your business owns, leases, occupies, or rents that is not listed on the Summary. We do not cover damage to, or accidents involving, any vehicle owned or leased by your business (or any of its owners or officers) that is not listed on the Summary. We do not cover any Additional Insured for any claims that are unrelated to your business. We do not cover any claims between any Named Insureds or additional Named Insureds. We do not cover any claims between your business and any Additional Insured that arises from a loss where this policy covers the Additional Insured.

We do not cover any damage to property (or Business Interruption), nor any claim made against your business, that is caused by pollution, asbestos, or a nuclear event. Pollution means damage caused by the spreading or escape or presence of any contaminant (whether it is solid, liquid or gas), including chemicals and waste. Asbestos means the presence or escape of any asbestos at all. Nuclear means nuclear reaction or radiation or radioactive contamination, however caused.

For property (including Business Interruption) claims, we do not cover: (i) lost or misplaced property, money, securities, or stock certificates; (ii) any property that is illegal or damaged during illegal transportation; (iii) land or water or things growing on or in them like crops; (iv) animals; (v) cosmetic damage to a roof; or (vi) any damage to property or losses caused by a law, ordinance, order, or other legal requirement, which includes any zoning change, shutdown order, or other government action. We also do not cover (i) ordinary wear and tear; or (ii) deterioration that happens because the property is old or not maintained properly, or (iii) equipment, machinery, or listed vehicles that stop working without being involved in an accident as these are not occurrences.

For liability claims, we do not cover claims (i) from damage or occurrences that were expected or intended (in other words, it was not accidental); (ii) solely arising from a contract; (iii) for warranty; (iv) from any promise of financial performance or return, or (v) arising out of damage to any property in the care, custody, or control of your business.

#### **IV. Deductibles and limits:**

*Except for workers' compensation, which is governed by your business' state's laws, each coverage has a limit and may have a deductible. Your business is responsible for any deductible. We are responsible for loss above any deductible, up to the limit. The type of loss determines the limit, the deductible amount, and when it is paid. We will never pay more than the limit that applies less any deductible. The Summary lists the deductible (if any) and the limit for (i) any one occurrence to listed buildings, (ii) any one occurrence to Other Property; (iii) net income and business interruption expenses ; (iv) any one liability occurrence and in aggregate for any and all liability occurrences; (v) for the repair (and any related expenses) of listed vehicles; (vi) any one occurrence for liability arising from accidents in which listed vehicles are involved, and (vii) for cyber incident services for any one occurrence involving data breaches or hacking of computer systems. For liability claims, we will pay the deductible portion and bill your business for it later, since we need to appoint counsel right away in order to protect your business.*

#### **V. What your business needs to do:**

You expect us to be fair in meeting your business' needs. For us to best meet our responsibilities under this policy, we need your business to meet certain requirements as well. First, we need openness and honesty about all the information provided to us in connection with this policy. We will rely upon that information to give a premium estimate, and we also use it to protect ourselves in the event of fraud or efforts to abuse our policy and the promises we make in it.

Second, we need your business to report to us as quickly as possible about anything that could give rise to claims, and cooperate with our requests. We ask that your business take all reasonable steps to protect itself and its property after a loss. Your business must file a police report following a theft. If you have any questions or concerns, the earlier you report to us, the faster we can act to cover your business. We may need to ask additional questions to process claims, and your business must answer those promptly, truthfully, and under oath when requested. After your business reports a claim to us, we will promptly investigate, and will promptly pay claims when liability has become clear and your business has provided us with proof of loss. Your business cannot give up claims it might have against others for the losses covered by this policy without our permission, except, if required by contract or permit before starting work, your business may make this policy primary and waive our rights of subrogation or contribution.

Third, keep us updated. If any of the information given to us changes, such as adding a new property to the business, let us know so that we can keep our records up to date. Some information we may seek to confirm in any event. For example, after this policy expires, we will likely ask for confirmation of payroll so we can confirm workers' compensation data. For this and any other information requests relating to this insurance, we will be relying on your business to provide accurate information. These requests may include audits of books or physical inspection of your business' operations. We will also use the information to adjust the premium (up or down) so it accurately reflects your business' risks. All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

**If your business does not meet its obligations to us, your business may lose some or all coverage under this policy.**



We have tried to make our policy as simple and short as possible. Because the law of insurance is set by each state, we must include some additional terms to meet the requirements of Texas law. We have included this section because Texas requires it.

**Texas Insurance Code § 862.053 Requirement:** A fire insurance policy, in case of a total loss by fire of property insured, shall be held and considered to be a liquidated demand against the company for the full amount of such policy. This subsection does not apply to personal property.

**Wind/Hail Coverage:**

"Wind/Hail" damage means damage to listed buildings and Other Property caused directly or indirectly by wind or hail. For these losses, the deductible may vary based on the coverage selected by your business as reflected on the Summary. If there is a percentage deductible on the Summary for Wind/Hail, then for each Wind/Hail loss to buildings or Other Property, the deductible that applies to that loss is equal to the limit multiplied by the percentage specified on the Summary. Buildings and Other Property have the same limits they would have for non-Wind/Hail damage. Damages caused by a fire that results from wind or hail are not considered to have been "caused directly or indirectly by wind or hail".

For this policy, all damage from wind or hail happens at the time the wind or hail starts. This means there is no coverage for damage involving wind or hail that begins before this policy's start time, but coverage is available for the damage caused by wind or hail that begins before this policy's end time and continues afterwards.

**Flood Coverage:**

Flood means the overflow of surface water, waves, tides, tidal waves, streams, or other bodies of water, or their spray, all whether driven by wind or not, including storm surge. Flood also includes water under the ground surface pressing on or seeping through a) foundations, walls, floors, or paved surfaces, b) basements of any kind, or c) doors, windows, or other openings. Flood also includes mudslide or mudflow, and any material carried or moved in any way by "Flood." This definition of Flood applies regardless of the cause of the Flood, and to all damage and loss ensuing in any way from Flood except for fire, explosion, or sprinkler leakage caused by Flood. The damage or loss caused by a Flood-caused fire, explosion, or sprinkler leakage is not included within Flood.

For damage caused directly or indirectly by Flood to listed buildings and Other Property, the deductible and limit may vary based on the coverage selected by your business as reflected on the Summary. If your business did not purchase Flood coverage, the limit for Flood damage is \$0. If your business did purchase Flood coverage, buildings and Other Property have the same limits they would have for non-Flood damage. If there is a percentage deductible on the Summary for Flood, the deductible for each Flood loss to buildings or Other Property is equal to the percentage on the Summary multiplied by the limit applicable to that loss.

For this policy, all damage from Flood happens at the time the Flood starts. This means there is no coverage for Flood that begins before this policy's start time, but coverage is available for the damage caused by Flood that begins before this policy's end time and continues afterwards. A Flood that is due to the overflow of inland or tidal waters begins when the water first overflows its banks.

We will not pay for any increase in the amounts payable for Flood, including an addition of Flood Coverage or the increase of any applicable limits or the decrease of deductibles, for the first 72 hours after that change is made to this policy. We will not pay for any Flood losses for 72 hours after the inception of this policy, unless this policy is a renewal or your business previously had equivalent coverage for Flood without lapse prior to the effective date of this policy.

**Examination Under Oath of a Minor:** In any examination under oath of a minor under the policy, a parent or guardian of any such minor may be present during the examination.

**Texas Insurance Code § 1952.104 Requirements, applicable to the Uninsured and Underinsured Motorist coverage available in the policy:**

1. For the uninsured and underinsured motorist coverages available under the policy, regardless of the number of persons insured, policies or bonds applicable, vehicles involved, or claims made, the total aggregate limit of liability to any one person who sustains bodily injury or property damage as the result of a single occurrence may not exceed the limit of liability for those coverages as stated on the Summary Page and that the total aggregate limit of liability to all claimants, if more than one, may not exceed the total limit of liability per occurrence as stated on the Summary Page.
2. The policy does not cover bodily injury or property damage claims that result from intentional acts of your business (or anyone acting on behalf of your business).
3. If the owner or operator of any motor vehicle that causes bodily injury or property damage to your business is unknown, this policy does not cover any claim where there is not actual physical contact between the motor vehicle owned or operated by the unknown person and the property or people covered by this policy.

**Texas Insurance Code § 1952.152 Requirement (Personal Injury Protection/PIP):** This policy provides Personal Injury Protection, as defined by Texas Insurance Code § 1952.151, up to the statutory amount required by Texas Insurance Code § 1952.153 (\$2,500.00).

#### **CONSUMER NOTICE:**

The Texas Department of Insurance provides additional resources explaining consumer protections, available online at <https://www.tdi.texas.gov/consumer/rights-commercial-insurance.html>

#### **THIS TEXT REPLACES THE "WORKERS COMPENSATION" PARAGRAPH OF THE POLICY:**

**Workers Compensation and Employers Liability:** The policy's liability coverages are modified to exclude 1) any claim or damages arising from bodily injury to employees, owners, and officers of your business, and 2) any obligation for which your business (or its insurer) may be held liable under any workers' compensation, disability benefits, or unemployment compensation law or any similar law. If we have issued a companion policy to your business that provides such coverage, all references to "you" in any documents related to such policy shall mean "your business."



To Report a Claim or For Questions: Call 1-800-607-4480 or Log On [www.threemutual.com](http://www.threemutual.com)  
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**Damage to Premises Rented To Your Business:** The limit for this coverage is \$100,000 per building.

We will pay up to this amount for fire damage to a building if 1) your business is occupying the building with the permission of its owner (and the owner is not a named insured); and 2) your business is legally liable for causing the fire damage. The most we will pay for any one building is the limit listed above.

We will pay up to this amount for damage, other than fire damage, to a building (and its contents) that has been rented to your business for seven or fewer consecutive days. The most we will pay for any one building (and its contents) is the limit listed above.

The amounts we pay under this coverage count towards that occurrence's limit for Business Liability, and towards the Maximum Limit for Business Liability. Once we have paid the Maximum Limit, we will not pay any amounts under this coverage.

**Medical Expenses:** The limit for this coverage is \$5,000 per person.

We will pay the expenses below, regardless of fault, for bodily injury caused by an accident that happens during the policy period 1) at a building your business owns or leases; or 2) on the ways next to a building your business owns or leases; or 3) because of the operations of your business.

This coverage is subject to the same exclusions as liability claims under this policy. In addition, this coverage is not available to anyone: 1) that is an insured under this policy; or 2) that has been hired to perform work for any insured under this policy or the tenant of any insured under this policy; or 3) that is injured in a location that they normally occupy; or 4) if benefits for the bodily injury are payable under workers compensation, disability benefit, or any other similar law; or 5) injured while practicing, instructing, or participating in any physical exercises or games, sports, or athletic contests; or 6) if the bodily injury arises from work your business has completed for a third party, or products your business has sold or provided to a third party. This coverage is not available for accidents that occur outside the policy period.

We will pay reasonable expenses for: 1) first aid administered at the time of an accident; 2) necessary medical, surgical, x-ray and dental services, including prosthetic devices; and 3) necessary ambulance, hospital, professional nursing and funeral services. We will only pay these expenses if they are incurred and reported to us within one year of the date of the accident. To make a claim for reimbursement of these expenses, a claimant must agree to submit to examination (at our expense) by physicians of our choice, as often as we reasonably require.

The amounts we pay under this coverage count towards that occurrence's limit for Business Liability, and towards the Maximum Limit for Business Liability. Once we have paid the Maximum Limit, we will not pay any amounts under this coverage.

**Workers Compensation and Employers' Liability Exclusion:**

The policy's liability coverages are modified to exclude any 1) any claim or damages arising from bodily injury to employees, owners, and officers of your business, and 2) any obligation for which your business (or its insurer) may be held liable under any workers' compensation, disability benefits, or unemployment compensation law or any similar law.

All references to workers compensation in the policy must be read in light of this provision, and struck to the extent they are inconsistent.

This endorsement is attached to, and is made part of policy PTX8Z54HYZ.

**Definition of "Leased":**

Any vehicle rented, borrowed, or otherwise being driven other than for a test drive to confirm repairs by your business is considered 'leased' for purposes of the policy.

**Cancellation Period:**

If your business has requested that we make a motor carrier filing that requires a notice period before we can terminate our liability for the operations of your business, then your business may not cancel the policy with any less notice to us than our required filing notice. This provision does not apply if your business has procured a replacement carrier; we will process a cancellation effective when the carrier replaces our filing.

**Damage to Other Property:** For the property of others in the care, custody, or control of your business described below, these limits and deductibles apply instead of those on the Summary.

Coverage	Occurrence Limit	Occurrence Deductible
Cargo	None	
Trailer Interchange	None	
Refrigeration Breakdown	None	
Garagekeepers	\$1,000,000	\$0

**Cargo:** Property that your business is transporting as cargo. This limit is not available for cargo that requires refrigeration.

**Trailer Interchange:** A trailer that your business has permission to use.

**Refrigeration Breakdown:** Property that your business is transporting as cargo that requires refrigeration. This coverage is not available if the damage to the refrigerate cargo arises out of improper refrigerant, fuel, or oil levels.

**Garagekeepers:** Vehicles that a customer has left in the care, custody, or control of your business.



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## **A NOTICE TO ALL TEXAS POLICYHOLDERS ABOUT COSMETIC ROOF DAMAGE EXCLUSION DISCLOSURE**

This notice has been included to make sure you understand that the policy issued to your business includes an exclusion applicable to cosmetic damage to a roof.

The policy contains the following language in "Section III. What we do not cover": "For property ... claims, we do not cover... (y) cosmetic damage to a roof."

To Report A Claim or For Questions: Call 1-800-507-4495 or Log On: [www.threeinsurance.com](http://www.threeinsurance.com)