

# BURROWES

courtiers **d'assurances**

## INTERMÉDIAIRES EN TRANSPORT - TRANSPORTEURS - EXPÉDITEURS

La présente a pour but de vous confirmer que Echelon Assurance a émis une police d'assurance en faveur de l'assuré suivant :

### NOM ET ADRESSE DE L'ASSURÉ

Transport Bourassa Inc. & Entreposage Plaspak Inc. & Location D'Equipements Motorisés JDG Inc. & Transport Lemaire

800, Rue De Dijon

Saint-Jean-Sur-Richelieu Québec J3B 8G3

No Police : QLH218015120

DURÉE DU CONTRAT (A/M/J) : Du 2021-04-01 au 2022-04-01

### GARANTIES

### MONTANTS \*

\* TOUS LES MONTANTS INDIQUÉS SONT EN MONNAIE CANADIENNE

ASSURANCE AUTOMOBILE DU QUÉBEC - FORMULE DES PROPRIÉTAIRES (F.P.Q. No 1) CHAPITRE A - RESPONSABILITÉ CIVILE	7 000 000 \$
CHAPITRE B - DOMMAGES ÉPROUVÉS PAR LES VÉHICULES ASSURÉS	
DIVISION 1 - TOUS RISQUES	INCLUS
FAQ 27    Responsabilité civile du fait de dommages causés à des véhicules dont l'assuré désigné n'est pas propriétaire (incluant les véhicules fournis par un employeur) (Chapitre A) Montant max. par sinistre: 200 000 \$ Franchise Chapitre B - Dommages éprouvés par le véhicule assuré, Div. 1 - Tous risques: 100 000 \$ Type de véhicules: Camions, tracteurs, remorques et semi-remorques	
RESPONSABILITÉ CIVILE DES ENTREPRISES	7 000 000 \$
Limite de garantie par année d'assurance Limite de garantie par année d'assurance pour le risque Produits-Après travaux :7 000 000 \$ Franchise :100 000 \$	
RESPONSABILITÉ CIVILE DES TRANSPORTEURS (CARGAISON) :	1 000 000 \$
RESPONSABILITÉ CIVILE INDIRECTE DES TRANSPORTEURS (CARGO) :	1 000 000 \$

### CONDITIONS SPÉCIALES

Les garanties précitées sont sujettes aux conditions, limitations et exclusions du contrat.

Si vous désirez obtenir un certificat d'assurance confirmant que les garanties précitées sont toujours valides, en vigueur et que le contrat émis par Echelon Assurance n'a pas été résilié ou annulé, veuillez communiquer avec notre cabinet.

**William E. Burrowes Inc.**

  
Maryse Dufour

450-655-6751 #236 ou 800-939-7757

Télécopieur: 450-641-3860

dufour.maryse@burrowes.ca

2021-03-26 [MD]

1570, boul. de Montarville  
Boucherville, Québec J4B 5Y3  
Fax: (450) 641-3860

# BURROWES

courtiers d'assurances

## SHIPPERS - LOAD BROKERS - CARRIERS

We hereby confirm that Echelon Assurance has issued a policy in favour of the following insured :

### NAME AND ADDRESS OF INSURED

Transport Bourassa Inc. & Entrepotage Plaspak Inc. & Location D'Equipements Motorisés JDG Inc. & Transport Lemaire

800, Rue De Dijon

Saint-Jean-Sur-Richelieu Quebec J3B 8G3

Policy Number : QLH218015120

POLICY PERIOD (Y/M/D) : 2021-04-01 to 2022-04-01

### COVERAGES

AMOUNTS \*

\* ALL AMOUNTS MENTIONED ARE IN CANADIAN CURRENCY

QUEBEC AUTOMOBILE INSURANCE POLICY (Q.P.F. No 1) -

OWNER'S FORM

SECTION A - CIVIL LIABILITY

\$ 7 000 000.

SECTION B - LOSS OF DAMAGE TO INSURED VEHICLES

SUBSECTION 1 - ALL PERILS

INCLUDED

QEF 27 Civil liability resulting from damage caused to vehicles of which named insured is not owner (including vehicles provided by an employer) (Section A)

Maximum amount per occurrence: \$ 200 000.

Deductible Section B - Damage caused to insured vehicle, Subsection 1 - All perils : \$ 100 000.

Type of vehicles : Trucks, tractors, trailers and semi-trailers

COMMERCIAL GENERAL LIABILITY

\$ 7 000 000.

Aggregate Limits

Products - Completed Operations Aggregate Limit :\$ 7 000 000.

Deductible :\$ 100 000.

TRUCKMAN'S LIABILITY (CARGO) :

\$ 1 000 000.

CONTINGENT MOTOR TRUCK CARGO LIABILITY :

\$ 1 000 000.

### SPECIAL CONDITIONS

The above mentioned coverages are subject to the clauses, conditions and exclusions of the policy.

If you wish to obtain a certificate of insurance confirming that the above coverage is still valid and continuous and that the said policy issued by Echelon Assurance has not been cancelled, please contact our office.

**William E. Burrowes Inc.**

  
Maryse Dufour

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2021-03-26 [MD]

1570, boul. de Montarville  
Boucherville, Québec J4B 5Y3  
Fax: (450) 641-3860

USDOT Number: 252802 Date Received: 03/26/2021

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration and Safety Information, Registration, Licensing, and Insurance Division.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation  
Federal Motor Carrier Safety Administration

Endorsement for Motor Carrier Policies of Insurance for Public Liability  
under Sections 29 and 30 of the Motor Carrier Act of 1980

# FORM MCS-90

Issued to TRANSPORT BOURASSA INC. of Quebec  
(Motor Carrier name) (Motor Carrier state or province)

Dated at 1:30 pm on this 26th day of March, 2021

Amending Policy Number: QLH218015120 Effective Date: 4/01/2021

Name of Insurance Company: NATIONAL INTERSTATE INSURANCE COMPANY

Countersigned by:   
(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- This insurance is primary and the company shall not be liable for amounts in excess of \$ 5,000,000.00 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 Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 800-929-1500.

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 FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

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## DEFINITIONS AS USED IN THIS ENDORSEMENT

**Accident** includes continuous or repeated exposure to conditions or 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.

**Property Damage** means damage to or loss of use of tangible property.

**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.

**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 Motor Carrier Safety Administration (FMCSA).

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 judgment 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 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.

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 anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

## SCHEDULE OF LIMITS — PUBLIC LIABILITY

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in <a href="#">49 CFR 171.8</a> , transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, 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 <a href="#">49 CFR 173.403</a> .	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in <a href="#">49 CFR 172.101</a> ; hazardous waste, hazardous materials, and hazardous substances defined in <a href="#">49 CFR 171.8</a> and listed in <a href="#">49 CFR 172.101</a> , but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	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 I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in <a href="#">49 CFR 173.403</a> .	\$5,000,000

\*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.