

Indirect Air Carrier Approval

The Transportation Security Administration approves:

Moe-Mentum Transportation Inc

DBA: Moe-Mentum International

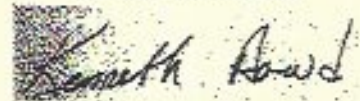
IAC #: NE1602002

**77 Access Road, Unit 3
Norwood, MA 02062**

to operate under the terms and conditions of TSA's standard security program for Indirect Air Carriers. The above-named Indirect Air Carrier (IAC) has certified that it understands the requirements of the program, has instructed its employees and agents on their security responsibilities under this program, and is otherwise in compliance with all of the terms and conditions of the security program including all emergency amendments. The above-named IAC also understands that it is responsible for program compliance by its employees, contractors, agents and any other person that it allows to operate under its approval number.

Under this Approval, this entity is authorized to operate under the TSA approved standard security program from the date that the approval was issued on: **April 13, 2016** until the date of its expiration on: **April 13, 2017**.

Approval Authorized by:



Kenneth Dowd

NE Principal Security Inspector



Manage STAs

[STA Excel Report](#)

Security Threat Assessment (STA): Any criminal history records check or intelligence-related background check that is required by TSA for any individual seeking to obtain access to transportation infrastructure or assets.

[Return to IAC: Moe-Mectum Transportation Inc](#)

Search Existing STAs (including Agents)

Please enter an exact value for selected criteria and click on the Search button.

STA ID State
 First Name STA Status
 Last Name Expiration Date to
 (MM/DD/YYYY) (MM/DD/YYYY)

Display All STAs (including Agent STAs)
 Renewable STAs (expiring in 90 days or less)

STA Search - Results

STA ID	First Name	Last Name	Agent Name	State	Status	Expiration Date
<input type="checkbox"/> D770FBAB9516	CHRISTOPHER	CASILLI		MA	Passed	19-FEB-21
<input type="checkbox"/> 74E0FAE1D69B	STEPHEN	MYERS		MA	Passed	19-FEB-21
<input type="checkbox"/> 9260FBA89D7D	THOMAS	MC INERNEY		MA	Passed	19-FEB-21
<input type="checkbox"/> 8080FBA32BC8	STEPHEN	COLLARD		RI	Passed	19-FEB-21
<input type="checkbox"/> 8D80FBA448FA	CHRISTOPHER	AREY		MA	Passed	19-FEB-21

Results 1 Through 5 of 5

FIRST < > LAST Jump To: Go Show 10 / page



DECLARATIONS PAGE

I. POLICY NUMBER: AR2016FFP01136 RENEWAL OF NUMBER: AR2015FFP01136
II. NAMED INSURED: MOE-MENTUM TRANSPORTATION, INC.
III. MAILING ADDRESS: 77 ACCESS ROAD, NORWOOD, MA 02062
IV. POLICY PERIOD: From January 1, 2016 12:01 a.m. Central Standard Time
Expiring January 1, 2017 12:01 a.m. Central Standard Time

V. LIMITS OF LIABILITY, DEDUCTIBLES:

For any claim involving more than one coverage or activity, the highest applicable deductible and limit shall apply.

Coverage Type	Policy Limit per Occurrence	Deductible per Occurrence
Errors & Omissions	\$250,000 per occurrence and aggregate per policy period	\$5,000
Errors & Omissions for Prior Acts Coverage	No Coverage Prior Acts from to	No Coverage
First Dollar Defense (FDD)	Included	Inapplicable
Food and Drug Administration United States Resident Agent	No Coverage per occurrence and No Coverage aggregate per policy period	No Coverage
Cargo Legal Liability For Bill of Lading	No Coverage per occurrence	No Coverage
Cargo Legal Liability for Declared Value	No Coverage per occurrence and aggregate per policy period	No Coverage
Contingent Motor Truck Cargo	\$250,000 per occurrence and aggregate per policy period	\$5,000
Extended Refrigerated Contingent Motor Truck Cargo Coverage	No Coverage per occurrence and aggregate per policy period	No Coverage
Extended Dishonest Acts of Carriers for Hire for Contingent Motor Truck Cargo	No Coverage per occurrence and aggregate per policy period	No Coverage
Extended Dishonest Acts of Third Parties for Contingent Motor Truck Cargo	\$100,000 per occurrence and aggregate per policy period	\$5,000
Shield Coverage for Contingent Motor Truck Cargo	No Coverage	Inapplicable
Contingent Auto	\$1,000,000 per occurrence and aggregate per policy period	\$5,000



Motor Truck Cargo (MTC) Legal Liability	No Coverage per occurrence Refer to Motor Truck Cargo (MTC) Endorsement for Sub-Limits	No Coverage
Extended Refrigerated Motor Truck Cargo (MTC) Legal Liability	No Coverage	No Coverage
Third Party Liability	No Coverage per occurrence and aggregate per policy period	No Coverage
Warehouse Legal Liability	No Coverage per occurrence Refer to Warehouse Liability Endorsement for Limits/Locations	No Coverage

VI. ANNUAL PREMIUM:

For all coverage types stated in this Declarations Page

\$11,395 ****adjusted at \$0.25 per \$100****

TRIA

No Coverage

*Declared Value subject to conditions under section 4.2.1.h.

N/A deposit, adjusted at N/A per \$100

Shield Coverage

No Coverage

****SUBJECT TO ANNUAL PREMIUM ADJUSTMENT****

****PREMIUM DUE WITHIN 30 DAYS OF BINDING****

VII. UNDERWRITTEN BY: NEW YORK MARINE AND GENERAL INSURANCE COMPANY

IMPORTANT NOTE: This is an **occurrence**-based policy. Subject to the policy's terms and conditions, we agree to insure **your** legal liability arising out of **your** negligent act, error, or omission or a series of negligent acts, errors, or omissions arising out of one event, which **you** commit during the **policy period** and in the course of **your** performance of **professional services**, or by failing to perform the same, which results in a **claim**.

In the event of an actual or potential **claim**, **you** must not take on any financial obligation, guarantee payment or pay out any money without **our** written authorization. Further, **you** must not make any statements admitting responsibility for the **claim**. If **you** do, it may jeopardize the coverage of **your claim** even though the **claim** might have been otherwise covered by **your** policy.

PLEASE READ YOUR POLICY CAREFULLY.



IMPORTANT NOTICE

PLEASE READ THIS POLICY IN ITS ENTIRETY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY SPECIFY COVERED RISKS, RESTRICT OR EXCLUDE COVERAGE, AND CREATE RIGHTS AND DUTIES.

In this policy, the words “**you**”, and “**your**” refer to the Named Insured, as stated in Item II of the Declarations Page. The words “**we**”, “**us**”, and “**our**” refer to the company providing the insurance, as stated in Item VII of the Declarations Page. Below in section 1.1., the policy defines other words and phrases that appear in bold. Those definitions shall apply throughout this policy and to all endorsements to this policy, although endorsements may contain additional definitions for words and phrases that are particular to those endorsements.

In consideration of **your** payment of the premium and any **deductible** due under this policy, in reliance upon the information and statements contained in **your** application for insurance, and subject to the limits of insurance stated in the Declarations Page and all of the policy’s terms, conditions, and exclusions, **we** agree to provide **you** with the insurance coverage stated in this policy. In return, **you** agree (1) to perform each of **your** duties under this policy and (2) that this policy contains the entire agreement between **you** and **us** as to this insurance coverage, subject to any future endorsements.

1. DEFINITIONS, DURATION, TERRITORY, AND PROTECTED PERSONS

1.1. Definitions

- 1.1.1. **Additional insured** means a **person** that by endorsement to this policy becomes insured under this policy, but only to the extent that the endorsement specifies.
- 1.1.2. **Claim** means a demand on **you** for payment, including, without limitation, the serving of a **suit** on **you** or a demand for arbitration, because of **your** alleged liability or responsibility for an **occurrence**.
- 1.1.3. **Covered claim** is a **claim** in an amount that exceeds **your deductible**, resulting from an **occurrence** for which this policy provides coverage to **you**.
- 1.1.4. **Customs broker** is a person or entity who is licensed and/or permitted by their governing Customs Administration to transact **customs business**. **Customs business** means those activities involving transactions with Customs concerning the entry and admissibility of merchandise, its classification and valuation, the payment of duties, taxes, or other charges assessed or collected by Customs on merchandise by reason of its importation, and the refund, rebate, or drawback of those duties, taxes, or other charges. **Customs business** also includes the preparation, and activities relating to the preparation, of documents in any format and the electronic transmission of documents and parts of documents intended to be filed with Customs in furtherance of any other customs business activity, whether or not signed or filed by the preparer. A **customs broker** may also perform services incidental to customs business, including, without limitation, electronic filings for purposes of compliance with Customs Administration regulations, such as Importer Security Filings, using the Automated Manifest System, warehousing, distribution, packing, crating, and pick-ups and deliveries.
- 1.1.5. **Damages** means a monetary judgment, arbitration award, or settlement. **Damages** do not include: (1) fines for violation of tariff requirements or findings of restraint of trade or competition; (2) criminal fines; (3) judgments or awards arising from acts or omissions that are uninsurable by law; (4) the restitution of money that a **person** has paid to **you** for **professional services** that **you** have rendered or that **you** should have rendered; (5) disputed fees or any actual or alleged profit or advantage to which **you** were not legally entitled; or (6) punitive or exemplary damages, or sanctions.



- 1.1.6. **Deductible** means the amount or amounts, if any, as stated in the Declarations Page, that you are obligated to pay in the event of a **claim**. In the event of a **claim** arising out of a series of negligent acts, errors, or omissions arising out of one event, the highest applicable **deductible** and limit of insurance will apply only once. For any **claim** involving more than one coverage or activity under this policy, the highest applicable **deductible** and limit of insurance shall apply.

In the event of a **claim** for theft of a container and/or trailer load, if a telemetric, radio frequency identification, or global positioning system device is:

- a) properly deployed in the shipment or conveyance by the shipper, **you** or any authorized agent or representative of the shipper or **you** in accordance with the best practices instructions of the provider of the device, and
- b) the device monitoring service detects and responds to the warnings or alarms provided by the device by notifying the shipper, **you**, or proper legal authorities, and within three hours of receiving a signal or alarm that the shipment has been compromised **you** contact a salvage or recovery company and instruct them to dispatch a team to recover the shipment, then the **deductible** shall be reduced by 50% of the amount applicable to the shipment.

NOTE: NOTWITHSTANDING THE REPORTING REQUIREMENTS OF THIS SUBSECTION, YOU MUST PROMPTLY REPORT ALL LOSSES TO THE INSURANCE COMPANY AS SET FORTH IN SECTION 8 OF THIS POLICY.

- 1.1.7. **Defense costs** means the costs to investigate, defend, or appeal a **claim** or **suit** that **we** incur or that **you** incur at **our** written request. **Defense costs** include reasonable attorneys' and experts' fees and all other cost and expenses related to the investigation, settlement, defense or appeal of a **claim** or a **suit** as approved by **us**. **Defense costs** do not include the wages of **your** employees or officers. **Defense costs** for covered **claims** are subject to the applicable **deductible**, unless there is a First Dollar Defense endorsement to this policy, subject to the terms and conditions of such endorsement.
- 1.1.8. **Duty to defend** means **our** duty to appoint legal counsel to defend **you** in litigation or represent **you** in an arbitration for a **claim** when a possibility of coverage exists under this policy even if the **claim** is groundless, false or fraudulent. **Our** defense of a **claim** under **our** **duty to defend** shall in no way constitute an agreement to pay settlements or judgments in the event that **we** later determine that there is no coverage under the policy.
- 1.1.9. **Occurrence** means a negligent act, error, or omission or a series of negligent acts, errors, or omissions arising out of one event, which **you** commit during the **policy period** and in the course of **your** performance of **professional services**, or by failing to perform the same.
- 1.1.10. **Person** includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, or corporation.
- 1.1.11. **Policy period** means the period stated in Item IV of the Declarations Page, or any shorter period resulting from the cancellation of the policy. Coverage for acts that occurred prior to this policy's effective date exists only if a "Prior Acts Endorsement" is part of and attached to this policy and **you** have paid a corresponding additional premium for such coverage. Coverage for prior acts is subject to the terms and conditions of the Prior Acts Endorsement.



- 1.1.12. **Pollutants** means any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be disposed of as well as recycled, reclaimed, or reconditioned.
- 1.1.13. **Professional Services** are only those activities specified in section 2 of this policy as **you** disclose to **us** in **your** application. **Professional Services** are those that **you** perform for a fee.
- 1.1.14. **Specified Perils** means fire; lightning; explosion; windstorm; hail; collision, overturn, or derailment of a transporting conveyance; collapse of a bridge or culvert.
- 1.1.15. **Suit** means a civil action that a **person** has brought against **you** seeking **damages**. This includes arbitration to which **you** must legally submit or to which **you** submit with **our** consent.
- 1.1.16. **Terminal** means a building, including the legal boundaries of the property, used for the handling of **covered property** as it is transferred between transporting conveyances.
- 1.1.17. **Transportation-logistics operator** means a **person** that as a principal or an agent arranges for air, ocean, or surface transportation, consolidation, warehousing, distribution, and any other services related to transportation and logistics.
- 1.1.18. **Valuation** of specific cargo for purposes of determining a **claim** amount means the value as stated on the cargo's corresponding commercial invoice. If there is no value stated on the commercial invoice, then the value for purposes of this policy shall be the lesser of the cargo's fair market value or its depreciated value. Nothing herein shall be construed as a waiver of **our** rights or **your** responsibility to limit liability wherever possible in a bill of lading or air waybill terms, freight terminal or warehouse receipts, terms and conditions of service, national or international convention, or other means available.
- 1.1.19. **Vehicle** means any one automobile, van, truck, trailer, semi-trailer, container or combination of these pulled by one power unit, which is owned, operated or leased by **you**.

1.2. Duration and Territory

- 1.2.1. **Duration** - Coverage under this policy will commence at 12:01 a.m. Central Time (U.S.) on the inception date stated in the Declarations Page. Coverage shall remain in force until 12:01 a.m. Central Time (U.S.) on the expiration date stated in the Declarations Page unless either **you** or **we** cancel prior to that time under the Cancellation Clause in section 1.2.2. Subject to the policy's terms and conditions, **we** agree to insure **your** legal liability arising out of an **occurrence**, which results in a **covered claim**.
- 1.2.2. **Cancellation** **You** may cancel this policy at any time by mailing a written notice to **us** or to any of **our** authorized agents stating the effective cancellation date. **We** must receive the written notice before the cancellation date. If **you** cancel the policy, **you** agree to report to **us** no later than 30 days after the effective date of the cancellation all declared value shipments, as required under the Declarations Page and section 3.4.1. If **you** cancel the policy, **you** will receive a refund of 90% of any premium paid by **you** but not earned by **us** as of the effective date of cancellation. **We** may cancel this policy at any time for any reason by delivering or mailing a written notice to **you**. **We** will give **you** this notice at least 30 days before the effective date of cancellation.

If **you** have not paid the premium in whole or in part for the current or any prior policy period or failed to pay a previous adjustment premium or failed to reimburse **us** for any payment **we** made that was part of **your deductible**, **we** may cancel this policy by providing 10 days' written notice of cancellation. **We** shall rescind such cancellation provided that **we** receive the premium due before the expiry of the above



1.3. Sanction Limitation and Exclusion Clause

In case of a conflict between the language of **your** policy and the language of this clause, the latter shall prevail.

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

1.4. Protected Persons Under This Policy

1.4.1. Certain **persons**, based on their relationship to the Named Insured in the Declarations Page, are entitled to coverage under this policy, but only as follows:

- a. If **you**, as the Named Insured in the Declarations Page, are an individual, then **you** shall have coverage under this policy only while performing **professional services** as a sole proprietor.
- b. If **you**, as the Named Insured in the Declarations Page, are a partnership, limited liability company, or joint venture, then **you** shall have coverage under this policy only while performing **professional services**, as will each of **your** partners, members, or co-venturers, but only while performing **professional services on behalf of the partnership, limited liability company or joint venture**.
- c. If **you**, as the Named Insured in the Declarations Page, are a corporation, then **you** shall have coverage under this policy only while performing **professional services**, as will each of **your** officers and directors, but only while performing **professional services for the corporation**.

1.4.2. **Your** employees shall have coverage under this policy, but only in the course and scope of their employment, while performing **professional services** for **you**.

1.4.3. Coverage also extends to newly acquired companies or where **you** have greater than 50% ownership interest, provided **we** are notified and any applicable premiums paid within 90 days of any such acquisition, except as where otherwise defined by law.

1.4.4. **Your** heirs, executors, administrators, trustees, assigns, and legal representatives, in the event of **your** death, incapacity, insanity, or bankruptcy, shall have coverage under this policy, but to the extent that **you** would otherwise be entitled to coverage.

2. COVERED SERVICES

- 2.1. **Transportation-logistics operator** - a **person** that as a principal or an agent arranges for air, ocean, or surface transportation, consolidation, warehousing, distribution, and any other services related to transportation and logistics.
- 2.2. A trailer operator;
- 2.3. A road haulage operator, motor carrier, drayage company, or local pick-up and delivery carrier— coverage is provided by this policy for **your** legal liability for direct physical loss or damage to the property of others that **you** have accepted for transportation as a motor carrier, drayage company, or local pick-up and delivery carrier



under a bill of lading, written contract, shipping receipt, or tariff only if the Motor Truck Cargo Legal Liability endorsement is attached to this policy. Coverage is subject to that endorsement's terms and conditions and **your** payment of premium,;

- 2.4. A rail carrier or piggyback trailer operator;
- 2.5. A parcel carrier, messenger, or courier service;
- 2.6. An indirect air carrier;
- 2.7. IATA Air Freight Forwarder
- 2.8. A Free Trade and/or Foreign Trade Zone Operator
- 2.9. A licensed and/or permitted NVOCC (Non-Vessel Operating Common Carrier)
- 2.10. A licensed and/or permitted Ocean Freight Forwarder
- 2.11. Breakbulk Agent
- 2.12.. A warehouse or depot operator or distribution warehouse operator or freight terminal operator using **your** own warehouse or depot—coverage is provided by this policy for **your** legal liability as a warehouse operator only if the Warehouse Legal Liability endorsement is attached to this policy. Coverage is subject to that endorsement's terms and conditions and **your** payment of premium;
- 2.13. A **customs broker**;
- 2.14. A Property Broker with such valid operating authority from the U.S. Federal Motor Carrier Safety Administration and/or similar local legislation—coverage is provided by this policy for **your** contingent cargo exposure only if the Contingent Motor Truck Cargo endorsement is attached to this policy. Coverage is subject to that endorsement's terms and conditions and **your** payment of premium;
- 2.15. A packer or crater, or a consolidator or de-consolidator; and
- 2.16. A U.S. Transportation Security Administration Certified Cargo Screener.
- 2.17. A Steamship Agent

3. NON-COVERED SERVICES

No coverage is afforded under this policy for the following services unless coverage is granted by endorsement to this policy:

- 3.1. Charterers or Chartering Activities of any kind;
- 3.2. Shipping Agents or Steamship Broker;
- 3.3. A steamship line or port agent;
- 3.4. Stevedores;
- 3.5. Carriers, Vessel Owners, Vessel Operators and Vessel Managers;