

CERTIFICATE OF INSURANCE AND POLICY ENDORSEMENT

Filed with the Washington Metropolitan Area Transit Commission
8701 Georgia Avenue, #808, Silver Spring, MD 20910-3700

This is to certify that _____
(Insurance Company Name)

(hereinafter Company) of _____
(Company Home Office Address)

has issued its Policy No. _____ (hereinafter Policy)

to _____, _____ (hereafter Insured)
(WMATC No.) (Motor Carrier Name)

of _____
(Motor Carrier Address)

as a passenger carrier by motor vehicle to provide coverage in accordance with the limits prescribed in Commission Regulation No. 58-02(c), as follows (CHECK ONE OR MORE AS APPROPRIATE):

- This insurance is primary, and the company shall not be liable for amounts in excess of \$ _____ 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.

The Policy identified in this endorsement is an automobile bodily injury and property damage liability policy and is amended to assure compliance by the Insured, as a passenger carrier by motor vehicle, with the Washington Metropolitan Area Transit Regulation Compact (hereinafter Compact) and the pertinent rules and regulations of the Washington Metropolitan Area Transit Commission.

In consideration of the premium stated in the Policy, the Company agrees to pay, within the limits of liability described herein, any final judgment against the Insured for bodily injury or death of a person, or for loss or damage to property of another, resulting from the operation, maintenance, or use of a motor vehicle in performing transportation subject to certification under the Compact, whether or not such motor vehicle is described in the Policy.

It is 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 relieve the Company from liability or from the payment of any final judgment, irrespective of the financial responsibility or lack thereof or insolvency or bankruptcy of the Insured. However, all terms, conditions, and limitations in the Policy are to remain in full force and effect as binding between the Insured and the Company, and 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 understood and agreed that upon failure of the Company to pay any final judgment against the Insured as prescribed herein the judgment creditor may maintain an action in any court of competent jurisdiction against the Company to compel such payment.

The Company's liability for the amounts provided 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 judgments resulting from any other accident.

The Company hereby agrees to furnish the Commission a copy of the Policy upon request.

Coverage under this WMATC Endorsement shall commence on the effective date specified below and continue until the earlier of: (1) the expiration date specified below; (2) the effective date specified in a notice of cancellation filed with the Commission or thirty (30) days after such notice is received by the Commission, whichever is later; (3) thirty (30) days after receipt by the Commission of an acceptable application from the insured for voluntary termination of WMATC operating authority; (4) thirty (30) days after revocation of this Endorsement by the Commission; or (5) the effective date of a later-executed replacement WMATC Endorsement filed with the Commission and meeting the requirements of Regulation No. 58. Commencement and termination shall occur at 12:01 a.m. Eastern Standard Time or Eastern Daylight Time, as applicable.

Effective date: _____, 20____.

Expiration date: _____, 20____.

Countersigned by _____
(Issuing Office - Full Name of Agent or Branch)

at _____
(Complete Business Address of Issuing Office)

Authorized Signature

Typed or Printed Name

Telephone Number

Dated this _____ day of _____, 20____.

<u>MINIMUM LIABILITY INSURANCE REQUIRED BY WMATC REGULATION NO. 58</u>	
Carriers with operating authority unrestricted as to vehicle seating capacity	\$5,000,000 Combined Single Limit
Carriers with operating authority restricted to vehicles seating 15 or fewer persons, including the driver	\$1,500,000 Combined Single Limit