

SERFF Tracking Number: DLSN-125300825 State: Arkansas  
Filing Company: Delos Insurance Company (FKA Sirius America Insurance Company) State Tracking Number: AR-PC-07-026166  
Company Tracking Number: DE-TP-AR-07-1F  
TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers  
Product Name: Truck Phys Dam  
Project Name/Number: Trucking Physical Damage & Non-Trucking Liability/DE-TP-AR-07-1F

## Filing at a Glance

Company: Delos Insurance Company (FKA Sirius America Insurance Company)

Product Name: Truck Phys Dam	SERFF Tr Num: DLSN-125300825	State: Arkansas
TOI: 20.0 Commercial Auto	SERFF Status: Closed	State Tr Num: AR-PC-07-026166
Sub-TOI: 20.0004 Truckers	Co Tr Num: DE-TP-AR-07-1F	State Status:
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Author: David Gartland	Disposition Date: 10/03/2007
	Date Submitted: 09/21/2007	Disposition Status: Approved
Effective Date Requested (New): On Approval		Effective Date (New): 10/03/2007
Effective Date Requested (Renewal): On Approval		Effective Date (Renewal): 10/03/2007

## General Information

Project Name: Trucking Physical Damage & Non-Trucking Liability	Status of Filing in Domicile: Not Filed
Project Number: DE-TP-AR-07-1F	Domicile Status Comments:
Reference Organization: Independent	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 10/03/2007	
State Status Changed: 09/24/2007	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
Delos Insurance Company is introducing the independent forms associated with a new Commercial Auto Physical Damage & Non-Trucking Liability program. The origin of these forms is a similar program at Praetorian/ICH Insurance Companies.	

Delos Insurance Company has authorized ISO to file their Commercial Auto Forms on our behalf in Arkansas. We will be using these ISO Forms with the independent forms we are filing for this program.

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 TOI: *20.0 Commercial Auto* Sub-TOI: *20.0004 Truckers*  
 Product Name: *Truck Phys Dam*  
 Project Name/Number: *Trucking Physical Damage & Non-Trucking Liability/DE-TP-AR-07-1F*

## Company and Contact

### Filing Contact Information

David Gartland, Vice President [dgartland@delosinsurance.com](mailto:dgartland@delosinsurance.com)  
 120 West 45th Street (212) 702-3712 [Phone]  
 New York, NY 08852 (212) 302-9279[FAX]

### Filing Company Information

Delos Insurance Company (FKA Sirius America CoCode: 35408 State of Domicile: Delaware  
 Insurance Company  
 120 West 45th Street Group Code: 4381 Company Type: Property & Casualty  
 New York, NY 08852 Group Name: Lightyear Delos State ID Number:  
 Group  
 (212) 702-3712 ext. [Phone] FEIN Number: 13-2930697  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation: \$50.00 per form filing.  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Delos Insurance Company (FKA Sirius America Insurance Company)	\$50.00	09/21/2007	15754057

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Product Name: *Truck Phys Dam*  
Project Name/Number: *Trucking Physical Damage & Non-Trucking Liability/DE-TP-AR-07-1F*

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Llyweyia Rawlins	10/03/2007	10/03/2007



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<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Form</b>	Maximum Loss Limitation Endorsement	Approved	Yes
<b>Form</b>	Physical Damage Losses	Approved	Yes
<b>Form</b>	Amendment of Truckers-Insurance For Non-Trucking Use	Approved	Yes
<b>Form</b>	Master Policy Endorsement	Approved	Yes
<b>Form</b>	Uninsured Motorist Insurance Endorsement	Approved	Yes
<b>Form</b>	Public Livery and Conveyance Exclusion	Approved	Yes
<b>Form</b>	Monthly Billing Endorsement	Approved	Yes
<b>Form</b>	Contest Exclusion	Approved	Yes
<b>Form</b>	Exclusion of Vehicles in Custody of Lessee	Approved	Yes
<b>Form</b>	Personal Injury Protection Endorsement	Approved	Yes
<b>Form</b>	Downtime Coverage	Approved	Yes
<b>Form</b>	Driver Criteria	Approved	Yes
<b>Form</b>	Towing, Storage and Debris Removal Limitation	Approved	Yes
<b>Form</b>	Monthly Reporting Endorsement	Approved	Yes
<b>Form</b>	Truckers Supplemental Coverages Endorsement	Approved	Yes
<b>Form</b>	Driver Exclusion Endorsement	Approved	Yes
<b>Form</b>	Auto Loan/Lease Gap Coverage	Approved	Yes
<b>Form</b>	Motor Carrier Deductible Buyback Endorsement	Approved	Yes
<b>Form</b>	Commercial Truck Physical Damage Application	Approved	Yes
<b>Form</b>	Owner/Operators Physical Damage & NTL application	Approved	Yes
<b>Form</b>	Truckers Certificate of Insurance	Approved	Yes
<b>Form</b>	Delos Policy Jacket	Approved	Yes
<b>Form</b>	Notice of Cancellation or Nonrenewal	Approved	Yes

SERFF Tracking Number: DL5N-125300825 State: Arkansas  
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 TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers  
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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Maximum Loss Limitation Endorsement	DIU 1001	9/07	Endorsement/Amendment/Conditions		0.00	DIU 1001.9.07.pdf
Approved	Physical Damage Losses	DIU 1002	9/07	Endorsement/Amendment/Conditions		0.00	DIU 1002.9.07.pdf
Approved	Amendment of Truckers-Insurance For Non-Trucking Use	DIU 1003	9/07	Endorsement/Amendment/Conditions		0.00	DIU 1003.9.07.pdf
Approved	Master Policy Endorsement	DIU 1005	9/07	Endorsement/Amendment/Conditions		0.00	DIU 1005.9.07.pdf
Approved	Uninsured Motorist Insurance Endorsement	DIU 1006	9/07	Endorsement/Amendment/Conditions		0.00	DIU 1006.9.07.pdf
Approved	Public Livery and Conveyance Exclusion	DIU 1007	9/07	Endorsement/Amendment/Conditions		0.00	DIU 1007.9.07.pdf
Approved	Monthly Billing Endorsement	DIU 1008	9/07	Endorsement/Amendment/Conditions		0.00	DIU 1008.9.07.pdf
Approved	Contest Exclusion	DIU 1009	9/07	Endorsement/Amendment/Conditions		0.00	DIU 1009.9.07.pdf

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Approved	Exclusion of Vehicles in Custody of Lessee	DIU 1010	9/07	Endorsement/Amendment/Conditions	0.00	DIU 1010.9.07.pdf
Approved	Personal Injury Protection Endorsement	DIU 1011	9/07	Endorsement/Amendment/Conditions	0.00	DIU 1011.9.07.pdf
Approved	Downtime Coverage	DIU 1012	9/07	Endorsement/Amendment/Conditions	0.00	DIU 1012.9.07.pdf
Approved	Driver Criteria	DIU 1013	9/07	Endorsement/Amendment/Conditions	0.00	DIU 1013.9.07.pdf
Approved	Towing, Storage and Debris Removal Limitation	DIU 1014	9/07	Endorsement/Amendment/Conditions	0.00	DIU 1014.9.07.pdf
Approved	Monthly Reporting Endorsement	DIU 1015	9/07	Endorsement/Amendment/Conditions	0.00	DIU 1015.9.07.pdf
Approved	Truckers Supplemental Coverages Endorsement	DIU 1016	9/07	Endorsement/Amendment/Conditions	0.00	DIU 1016.9.07.pdf
Approved	Driver Exclusion Endorsement	DIU 1017	9/07	Endorsement/Amendment/Conditions	0.00	DIU 1017.9.07.pdf
Approved	Auto Loan/Lease Gap Coverage	DIU 1018	9/07	Policy/Coverage Form	0.00	DIU 1018.9.07.pdf
Approved	Motor Carrier	DIU 1019	9/07	Endorsement New	0.00	DIU

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	Deductible			nt/Amendm		1019.9.07.pdf
	Buyback			ent/Condi		f
	Endorsement			ons		
Approved	Commercial	DIU FAPP 9/07		Application/ New	0.00	DIU
	Truck Physical			Binder/Enro		FAPP.9.07.p
	Damage			llment		df
	Application					
Approved	Owner/Operators	DIU IAPP		Application/ New	0.00	DUI
	Physical Damage			Binder/Enro		IAPP.pdf
	& NTL application			llment		
Approved	Truckers	NTL 9-07		Certificate New	0.00	NTL_9-
	Certificate of					07_.pdf
	Insurance					
Approved	Delos Policy	DLS 8-07		Declaration New	0.00	DLS
	Jacket	Jacket		s/Schedule		Jacket.8.07.
						pdf
Approved	Notice of	NOCNR		Canc/NonR New	0.00	NOCNR
	Cancellationor	PD		en Notice		PD.pdf
	Nonrenewal					



**DELOS INSURANCE COMPANY**

**MAXIMUM LOSS LIMITATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM

In consideration of the premium charged, it is agreed and understood that the following limitation is made part of this policy.

Regardless of the number of "covered autos", insureds, premiums paid, or vehicles involved in any one loss, the most we will pay under the Physical Damage Coverage Section of the policy, for all the damages resulting from the one loss, is \$1,000,000.

POLICY NO:

EFFECTIVE DATE:

INSURED:

COUNTERSIGNED BY: \_\_\_\_\_  
AUTHORIZED AGENT

**DELOS INSURANCE COMPANY**

**PHYSICAL DAMAGE LOSSES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM

It is agree and understood that paragraph C., Limits of Liability, of the Physical Damage Coverage section, is deleted and replaced with the following:

**C. LIMITS OF LIABILITY:**

1. The most we will pay for loss in any one accident is the lesser of:
  - a. The actual cash value of the damage or stolen property as of the time of the loss; or
  - b. The cost of repairing or replacing the damage or stolen property with property of like kind and quality; or
  - c. The limit of insurance shown on the certificate of insurance and/or schedule of vehicles.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
3. If repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

POLICY NO:

EFFECTIVE DATE:

INSURED:

COUNTERSIGNED BY: \_\_\_\_\_

AUTHORIZED AGENT

DIU 1002 (9/07)

**DELOS INSURANCE COMPANY**

AMENDMENT OF "TRUCKERS-INSURANCE FOR NON-TRUCKING USE"

It is agreed and understood that if any of the provisions of the "Truckers Insurance for Non-Trucking Use" endorsement (CA 23 09) are held to be void or unenforceable under the laws of any jurisdiction, for reasons of public policy, violation of statute, or otherwise, we will not pay any sums in excess of the minimum amounts required by the Financial Responsibility laws of such jurisdiction, and then only after other valid and collectible insurance available to the "named insured", or which would be available to the "named insured" in the absence of this policy, has been exhausted.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

POLICY NO:

EFFECTIVE DATE:

INSURED:

COUNTERSIGNED BY: \_\_\_\_\_

AUTHORIZED AGENT

DIU 1003 (9/07)

**DELOS INSURANCE COMPANY**

**MASTER POLICY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM

It is agreed and understood that the following terms and definitions apply to the policy:

**NAMED INSURED:** The term “named insured” shall apply individually and only to those persons or organizations that have leased autos with operators to the certified carrier designated on the certificate under a valid, “long term lease” agreement, and have accordingly been issued a certificate of insurance forming a part of the policy.

**COVERED AUTOS:** The insurance applies only to those autos scheduled and designated in the certificate of insurance attached to and forming a part of this policy. At the time of loss, there must be a valid, “long term lease” existing with the designated certified carrier covering that auto.

**LONG TERM LEASE:** A “long term lease” agreement shall mean a written lease of not less than thirty (30) consecutive days duration between the equipment owner (lessor) and the designated certified carrier (lessee) and shall not mean a trip lease (single trip or duration of less than thirty (30) days). Such “long term lease” agreement must show exclusive possession, control and use of the described equipment by the lessee as well as date, time, and duration of the lease, and must require the lessee there under to provide bodily injury and property damage liability insurance to protect the general public while the “covered auto” is being operated in the service and to the economic benefit of the lessee.

**TRUCKER:** The term “trucker” means any person or organization engaged in the business of transporting property by auto for hire.

**PROPERTY:** the transportation of property by auto for the generation of economic gain or commercial benefit is defined as “business property”, and such transportation is outside the scope of coverage afforded by this policy.

The transportation of property by auto without the intent of economic gain or commercial benefit is defined as “personal property” and such transportation is within the scope of coverage of this policy.

**TRAILER:** The term “trailer” includes semi-trailer and/or dollies used to convert a semi-trailer  
DIU 1005 (9/07)

into a trailer. We agree with you that "covered trailers" as applicable to the policy shall be limited to trailers of commercial type, relevant to the "long term lease" agreement between you (lessor) and the designated certified carrier (lessee). "Trailer" under this policy does not include boat trailers, mobile home trailers or recreational type trailers.

**CANCELLATION AND/OR TERMINATION:** As respects to the "named insured", the cancellation of this insurance shall coincide with the termination or cancellation of your "long term lease" agreement and on such basis shall be understood as falling within the definition of cancellation by the "named insured". Cancellation as to any "named insured" issued a certificate of insurance can also be effected to the policy without cancellation of the policy in its entirety.

**LIMITS OF LIABILITY:** The "limits of liability" which apply to this policy are indicated on the individual "named insured" certificates of insurance which are attached to and made part of this policy.

**CALCULATION OF ADDITIONAL OR RETURN PREMIUM:** The additional or return premium shall be computed on a whole month basis.

1. When an auto is scheduled for coverage on or before the last day of the month, the calculation shall be based on a full month premium charge for the month in which auto is added;
2. When an auto is deleted from coverage on or before the last day of the month, we shall waive any earned premium for the month in which the auto is deleted;
3. If the entire group of "named insureds" is deleted at the request of the certificate carrier effective the fifteenth (15) of the month or later, pro rata of that month will be considered earned premium and due us.

**EXCEPTION:** If the entire group of "named insureds" deletion date coincides with its inception date, we will waive the above pro rata provision.

POLICY NO:

EFFECTIVE DATE:

INSURED:

COUNTERSIGNED BY \_\_\_\_\_

AUTHORIZED AGENT

## DELOS INSURANCE COMPANY

### UNINSURED MOTORISTS INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
TRUCKERS COVERAGE FORM

It is agreed and understood that for any “covered auto” described in a certificate of insurance issued to the “named insured”; this endorsement modifies insurance provided under the applicable coverage form. With respect to coverage provided by this endorsement, the provisions of the coverage form and other endorsements contained in this policy apply unless modified by the endorsement.

#### A. COVERAGE

We will pay compensatory damage which an insured is legally entitled to recover from the owner or operator of an “uninsured motor vehicle because of bodily injury.

1. Sustained by an insured and
2. Caused by an accident.

The owner’s or operator’s liability for these damages must arise out of the ownership, maintenance or use of the “uninsured motor vehicle”. Any judgment for damages arising out of the suit brought without our written consent is not binding on us.

#### B. WHO IS INSURED

1. “Named Insured”.
2. Anyone else “occupying” a “covered auto”.

#### C. EXCLUSIONS

This insurance does not apply to:

1. Any claim settled without our written consent.
2. Bodily injury sustained by any insured while “occupying”, or when struck by, any motor vehicle owned by that insured which is not the “covered auto” scheduled and described in the certificate of insurance.
3. Punitive or exemplary damages.
4. Bodily injury sustained by any insured while the “covered auto” is being used without the permission of the “named insured”.

compensation, disability benefit, or any similar laws.

6. Property damage unless required to provide this coverage by the law of the state of registration for the “covered auto” The minimum amount mandated by this law will be offered in these instances. All the terms and conditions of this endorsement will apply.

#### D. LIMITS OF INSURANCE

1. Regardless of the number of insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from bodily injury in any one accident covered by this endorsement is the limit of liability shown in the “named insured’s” certificate of insurance for non-trucking automobile liability. If the financial responsibility law of the state where the “covered auto” is registered mandates a minimum amount less than the limit of liability shown on the certificate of insurance, we will pay up to this amount. If the “named insured” has requested another limit in writing, and accepted by the company in writing, we will pay up to this amount, but no more than the limit of liability shown on the certificate of insurance.

If the “named insured” rejects uninsured motorists coverage, we need not make available such coverage, on continuation, renewal, reinstatement, replacement policy of certificate of insurance, unless the “named insured” specifically requests such coverage in writing.

2. The limit of liability under this coverage shall be reduced by the following:

a. All sums paid or payable under any disability benefits or similar law.

b. All sums paid by or for anyone who is legally responsible, including all sums paid for under the Business Auto Coverage Form.

3. No one will be entitled to receive duplicate payments for the same elements of loss under the Business Auto Coverage and any Liability Coverage Form, Medical Payments coverage endorsement, or Personal Injury Protection endorsement attached to this policy.

4. With respect to an “uninsured motor vehicle” defined in paragraph F.2b(3) of the “uninsured motor vehicle” definition, if the law of the state of registration for the “covered auto” mandates a minimum amount specifically for “underinsured motor vehicles” and the insured has not requested another limit in writing, and accepted by the company in writing, we will provide the mandated limit up to the limit of liability shown in the certificate of insurance of the “named insured”.

The CONDITIONS are changed for uninsured motorists coverage as follows:

1. OTHER INSURANCE in Business Auto coverage Form is replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage for or policy providing coverage for an “underinsured motor vehicle” on either a primary or excess basis.

b. We will pay under this coverage only after limits of liability under all other applicable liability bonds or policies have been exhausted.

2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is changed by adding the following:

a. Promptly notify the police if a hit-and-run driver is involved, and

b. Promptly send us copies of the legal papers if a suit is brought.

3. TRANSFER OF RIGHTS OR RECOVERY AGAINST OTHERS TO US is changed by adding the following:

a. The rights to recover damages from another are transferred to us if we make payment under this endorsement. That person must do whatever is necessary for us to exercise those rights and do nothing after the loss to prejudice our rights.

b. If we make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay back the amount we have paid.

4. ARBITRATION

If we and the insured do not agree:

a. whether the insured is legally entitled to recover damages; or

b. as to the amount of damages which are recoverable by that insured

from the owner or operator of an “uninsured motor vehicle”, then the matter may be arbitrated. Disputes concerning coverage under this endorsement will not be arbitrated.

F. ADDITIONAL DEFINITIONS:

As used in this endorsement:

1. "Insured" means those parties identified in Section B. WHO IS INSURED.

2. The following are added to the DEFINITIONS Section:

a. "Occupying" means in, upon, getting in, on, out or off.

b. "Uninsured Motor Vehicle" means a land motor vehicle or trailer

(1) for which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a "covered auto" is registered.

(2) for which an insuring or bonding company denies coverage or is or becomes insolvent.

(3) that is an "underinsured motor vehicle" if required to provide this coverage by law in the state of registration for the "covered auto". An "underinsured motor vehicle" is a motor vehicle or trailer for which the sum of limits of liability for payment to an insured under all policies, bonds and securities applicable at the time of the accident is less than the following:

(a) limit of insurance for this coverage; and

(b) The amount the insured is legally entitled to recover as compensatory damages resulting from bodily injury caused by an accident.

(4) That is a hit and run vehicle and neither the driver nor the owner can be identified. The vehicle must hit, or cause an object to hit a "covered auto" If there is no physical contact with the hit and run vehicle, the facts of the accident must be corroborated by competent evidence, other than the testimony of any person having a claim under this or similar insurance as a result of such accident.

However, "underinsured motor vehicle" does not include any vehicle

(1) owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and can not provide the amounts required by that motor vehicle law;

(2) owned by a government unit or agency; or

(3) designed for use mainly off public roads while not on public roads.

POLICY NO:

EFFECTIVE DATE:

INSURED:

COUNTERSIGNED BY: \_\_\_\_\_

AUTHORIZED AGENT

DIU 1006 (9/07)

Page 5 of 5

**DELOS INSURANCE COMPANY**

**PUBLIC LIVERY AND CONVEYANCE EXCLUSION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM

It is agreed and understood that coverage under this policy does not apply to any “covered auto” of the Commercial (van/truck/tractor) type or damages the “named insured” is legally obligated to pay, for any “covered auto” operated, maintained or used in any “public livery or conveyance operations”.

“Public livery or conveyance operations” are defined as:

1. The use of your “covered auto” to carry persons for a charge, or
2. The use of your “covered auto” while available for hire by the public, or
3. The use of your “covered auto” to transport or discharge persons on a prearranged basis.

POLICY NO:

EFFECTIVE DATE;

INSURED:

COUNTERSIGNED BY: \_\_\_\_\_

AUTHORIZED AGENT

DIU 1007 (9/07)

**DELOS INSURANCE COMPANY**

**MONTHLY BILLING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM**

**TRUCKERS COVERAGE FORM**

It is agreed and understood that the billing of premium on a monthly continuous policy will be based on the status of any scheduled vehicles as of the end of the month regardless of what day it becomes effective or what day it is cancelled. If any given vehicle is active as to the last day of the month the vehicle (or vehicles) will be charged for the entire month and if any given vehicle (or vehicles) are not active it (they) will not be charged for the month. Vehicles will not be pro-rated on monthly continuous policies.

POLICY NO:

EFFECTIVE DATE:

INSURED:

COUNTERSIGNED BY: \_\_\_\_\_

AUTHORIZED AGENT

DIU 1008 (9/07)

**DELOS INSURANCE COMPANY**

CONTEST EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM

It is agreed and understood that coverage under this policy does not apply to any “covered auto” while being operated, maintained or used in any parade, racing, speed, pulling event or contest. This policy also does not apply to road testing of any auto modified for speed purposes including driving to and from a race or speed event or contest.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

POLICY NO:

EFFECTIVE DATE:

NAMED INSURED:

COUNTERSIGNED BY: \_\_\_\_\_

AUTHORIZED AGENT

DIU 1009 (9/07)

**DELOS INSURANCE COMPANY**

**EXCLUSION OF VEHICLE(S) IN CUSTODY OF LESSEE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM

It is agreed and understood that this policy does not apply to any owned automobile while such automobile is in the custody of a lessee under a written lease agreement which requires the lessee to provide insurance thereon unless insurance is specifically provided by endorsement to this policy.

POLICY NO:

EFFECTIVE DATE:

INSURED:

COUNTERSIGNED BY: \_\_\_\_\_

AUTHORIZED AGENT

DIU 1010 (9/07)

**DELOS INSURANCE COMPANY**

**PERSONAL INJURY PROTECTION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
TRUCKERS COVERAGE FORM**

It is agreed and understood that we will pay personal injury protection benefits, in accordance with your designated choice, as required under the automobile reparation laws of the state where your "covered auto" is licensed. Coverage under this endorsement shall be limited to damages because of bodily injury sustained by a "named insured" and caused by an accident arising out of the operation, maintenance or use, as limited in this policy, of your "covered auto".

All other provisions of the personal injury protection laws of the state where the "covered auto" is licensed apply.

POLICY NO:

EFFECTIVE DATE:

INSURED:

COUNTERSIGNED BY: \_\_\_\_\_

AUTHORIZED AGENT

DIU 1011 (9/07)

## DELOS INSURANCE COMPANY

### DOWNTIME COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM

It is agreed and understood that in consideration of the premium charged, and subject to the other terms and conditions of this endorsement, and all declarations, insuring agreements, exclusions and provisions of the policy to which this endorsement is attached, the company agrees to pay the insured, policyholder or assignee all sums which the insured policyholder shall be obligated to pay for downtime due to a covered physical damage loss.

#### COVERAGE

This insurance applies when an insured automobile is withdrawn from service as a result of a physical damage loss as defined in the policy to which this endorsement is attached.

#### LIMITS

The limit of liability shall not exceed the amount scheduled for each described automobile below:

\$125 per day with a \$3,750 maximum on any one auto.

#### EXCLUSIONS

This coverage does not apply

- A. for loss during an initial fourteen (14) day waiting period. The waiting period is defined as fourteen (14) consecutive days commencing as soon as the auto is placed into an approved repair shop and withdrawn from service due to a covered physical damage loss and the notice of a loss is received by the company.
- B. after the "covered auto" is available to the "named insured" for return to service.
- C. for loss to a temporary substitute auto.
- D. if the scheduled auto is deemed a total or constructive total loss.
- E. for theft of a scheduled auto. In the event the auto is recovered at a later date in a condition that would result in a payable loss under this policy, the waiting period shall commence at the date of recovery of scheduled auto.

CONDITIONS

The limit of liability shall be a maximum of \$125 (one hundred twenty-five dollars) per day per scheduled auto covered under the policy for which this endorsement is attached.

Subject to a maximum amount payable for any one separate accident of \$3,750 (three thousand seven hundred fifty dollars) per schedule unit covered under the policy for which this endorsement is attached.

POLICY NO:

EFFECTIVE DATE:

INSURED:

COUNTERSIGNED BY: \_\_\_\_\_

AUTHORIZED AGENT

## **DELOS INSURANCE COMPANY**

### **DRIVER CRITERIA**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM**

It is agreed and understood that every driver must have his/her MVR approved by underwriters within seven (7) days of their employment with your trucking firm. They must comply with the following driver criteria, and have a single valid full commercial driving license, endorsed for the specific type equipment operated at the time of loss or damage to the insured auto. If any of the driver criteria, including the following, is not fully complied with, then the driver is not acceptable or approved and will result in any claim or loss involving such unacceptable or unapproved driver as being not covered for any and all coverages that might otherwise have been applicable.

- 1) Driver must be 21 or over and 65 or under. Drivers aged 21 or 22 will only be acceptable with a clean MVR (no major or minor violation whatsoever);
- 2) Minimum of two (2) years commercial truck driving experience;
- 3) No more than two minor violations in the last three (3) years with no more than two (2) in the past year;
- 4) No more than one (1) chargeable accident in the last three (3) years;
- 5) No major violations in the last three (3) years;
- 6) Single Valid Full Commercial Driver License, endorsed for the equipment operated at the time of loss or damage of an insured auto;
- 7) No license suspension. (Any failure to appear to be submitted to underwriters).

Drivers under the age of 23 but at least 21 must have held and provide proof of three (3) years CDL experience driving a tractor/trailer over the road (to be submitted for underwriting approval). Drivers over 65 must provide a current D.O.T. medical certificate (to be submitted for underwriting approval).

MINOR VIOLATIONS DEFINITION

- 1) All moving violations other than major violations listed below are considered minor violations.
- 2) The following non-moving violations are considered to be minor:
  - a) Defective brakes
  - b) Defective equipment
  - c) Oversize
  - d) Overweight: Two (2) overweight violations equals one (1) minor violation

MAJOR VIOLATIONS DEFINITIONS

- 1) DWI, DUI, implied consent, any drug related violation
- 2) Manslaughter or negligent homicide
- 3) Felony involving a motor vehicle
- 4) Racing
- 5) Hit and run or leaving the scene of an accident
- 6) Reckless driving
- 7) License suspension for points
- 8) Driving while license suspended
- 9) Fleeing/eluding arrest
- 10) Multiple driver licenses not reported to underwriters

No acceptable MVR shall be more than three (3) months old.

POLICY NO.

EFFECTIVE DATE:

INSURED:

COUNTERSIGNED BY: \_\_\_\_\_  
AUTHORIZED AGENT

**DELOS INSURANCE COMPANY**

**TOWING, STORAGE AND DEBRIS REMOVAL LIMITATION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM

It is agreed and understood that coverage for Towing, Storage and Debris removal is limited to a maximum limit of \$5,000 per any one accident.

POLICY NO.

EFFECTIVE DATE:

INSURED:

COUNTERSIGNED BY: \_\_\_\_\_

AUTHORIZED AGENT

DIU 1014 (9/07)

**DELOS INSURANCE COMPANY**

**MONTHLY REPORTING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM

It is agreed and understood that a monthly report reflecting all owner/operators insured for the month shall be rendered to us on or before the fifteenth (15) day of each month immediately following the month for which coverage was afforded. Coverage applies only for those individuals whose names appear on the last statement and have "long term lease" agreements in effect.

Premiums for physical damage are computed based on the monthly rate applied to the total insured values of units insured for the month and the payment of the premium due shall accompany the monthly report.

Premiums for non-trucking liability are computed on a monthly rate applied to the total number of power units insured for the month and the payment of the premium due shall accompany the monthly report.

POLICY NO:

EFFECTIVE DATE:

INSURED:

COUNTERSIGNED BY: \_\_\_\_\_

AUTHORIZED AGENT

DIU 1015 (9/07)

## DELOS INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### TRUCKERS SUPPLEMENTAL COVERAGES ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM

It is agreed and understood that the following coverages, A through F, described by this endorsement, are to be mutually exclusive of each other and constitute separate insuring agreements. These coverages are supplementary to the coverages offered in your policy. Coverage is provided only when this endorsement is attached to your policy. Definitions not included in this endorsement are those definitions in the coverage form above to which this endorsement is attached.

#### **A. DOWNTIME/RENTAL REIMBURSEMENT COVERAGE**

We will pay for "Downtime" in an amount of up to a maximum of \$150 each day or \$750 a week, subject to a maximum of \$5,000 each "Loss" incurred after the "Waiting Period".

"Downtime" includes:

1. Loss of "Business income" you incur due to necessary suspension of your operations during the "Period of Restoration". The suspension must be caused by direct physical loss of or damage to a Covered Auto described in the Certificate on file with the Company, caused by or resulting from any Covered Cause of Loss.
2. Extra expenses that minimize the suspension of your business operations and that you would not have incurred if there had been no direct physical loss of or damage to your Covered Auto caused by or resulting from a Covered Cause of Loss. This includes the rental of a reasonable substitute vehicle.

#### **Definitions**

"Business Income" means:

1. Net income, which is gross income less operating expenses before income taxes, that would have been earned or incurred; and
2. Continuing normal operating expenses incurred, including payroll.

"Waiting Period" means:

1. Seven days after we have given you our agreement to pay for appraised repairs and you have given "Authorization of Repair" or
2. if you choose to wait, or use your vehicle for some period of time before authorizing repair, then "downtime" coverage will begin on the seventh day after the date on which you authorize those repairs which we had previously given our agreement to pay.

"Authorization of Repair" means:

The insured's signing of the work order at the repair facility or the time when the repairs of the Covered Auto commence.

"Period of Restoration" means:

The period of time after the waiting period has been satisfied until the date when the Covered Auto has reasonably been scheduled to be repaired, rebuilt or replaced.

**Exclusions**

1. We will not pay for "Loss" arising out of any dishonest or illegal act, alone or in collusion with another by you, others under your employment or service or any person or persons to whom the property may be entrusted.
2. We will not pay for "Downtime" for the period of time between the date of the "Loss" and our authorization to repair the vehicle.
3. "Period of Restoration" does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effect of "Pollutants".

**Other Insurance Provision**

In the event of other insurance for the same loss, the coverage provided by this Supplemental Coverages Endorsement will be excess over any other collectable insurance.

**B. PERSONAL EFFECTS COVERAGE**

We will pay the lesser of actual cash value, repair cost or replacement cost, up to a limit of \$5,000 for any one loss subject to a \$250.00 deductible, for "Loss" to personal property or effects of the Insured. The property must be in the Covered Auto at the time of loss.

**Exclusions**

1. This coverage excludes "Loss" of the following:
  - a. Accounts, bills, currency, deeds, evidence of debt, money, notes or securities.
  - b. Electronic equipment or tapes, records, discs or other similar

audio visual or data electronic equipment.

- c. Jewelry, watches, necklaces, bracelets or rings.
- d. Precious metals and stones such as gems, gold, platinum or silver.
- e. Furs.
- f. Animals, birds or fish.
- g. Motorized vehicles.

2. This coverage excludes "Loss" caused by the following:

Theft if, at the time of "Loss" the Covered Auto is unattended, unless the Loss is the result of forcible entry into such vehicle while all doors, windows or other openings are closed and locked and provided there are visible signs or marks of forcible entry.

3. This coverage excludes:

Mysterious disappearance of the covered property. Collusion, conversion, embezzlement, secretion or any other intentional loss to the covered property.

**Other Insurance Provision**

In the event of other insurance for the same coverage, the coverage provided by this Supplemental Coverages Endorsement will be excess over any other collectable insurance.

**C. ELECTRONIC EQUIPMENT COVERAGE**

We will pay the lesser of actual cash value, repair cost or replacement cost, up to a limit of \$5,000 for any one loss subject to a \$250.00 deductible, for "Loss" to electronic equipment, including satellite communication equipment, antennas, tapes, records, discs or other similar devices used with the electronic equipment and other accessories used for audio, visual or data purposes. At the time of "Loss" the equipment must be in or on the Covered Auto.

**Exclusions**

We will not pay for the following:

1. Equipment used to operate the Covered Auto.
2. Radar detection devices.
3. Actual data, however maintained.
4. Facts, concepts or instructions converted to a form for use with electronic equipment.
5. The cost to reproduce or replace information placed on electronic equipment.
6. Loss because of theft if, at the time of "Loss" the covered auto is unattended, unless the loss is the result of forcible entry into such auto while all doors, windows or other openings are closed and locked and provided there are visible signs of forcible entry.
7. Loss due to mysterious disappearance of covered property.
8. Loss from collusion, conversion, embezzlement, secretion or any other intentional loss to the covered equipment.
9. Any satellite and satellite equipment, speakers, stereo equipment, computers and computer equipment, monitors or televisions not permanently installed to the vehicle.

**Other Insurance Provision**

In the event of other insurance for the same coverage, the coverage provided by this Supplemental Coverages Endorsement will be excess over any other collectable insurance.

**D. TARPS, CHAINS AND BINDERS**

We will pay for Loss of tarps, chains and binders up to a limit of \$500 and subject to a deductible of \$100 per loss if the loss occurs while the tarps, chains and binders are used with the insured trailer or semi-trailer as described in the policy/certificate. This coverage extends to loss caused by:

1. fire or explosion;
2. theft, provided notice of theft is reported to the police;
3. windstorm, hail or earthquake;
4. flood;
5. the sinking, burning collision or derailment of any covered auto; or
6. collision

**E. SINGLE DEDUCTIBLE CLAUSE**

You will pay the deductible stated on the declarations page only once for damages to your tractor and trailer when both are insured by this policy and are damaged by the same covered cause of loss.

**F. DIMINISHING DEDUCTIBLE**

The deductible stated on the declarations page will decrease 25% of the deductible amount at policy inception for every year in which the insured does not have a loss until the deductible reaches \$0. The deductible will reset to the original amount as at policy inception when the insured has a loss.

POLICY NO.

EFFECTIVE DATE:

INSURED:

COUNTERSIGNED BY: \_\_\_\_\_

AUTHORIZED AGENT



**DELOS INSURANCE COMPANY**

**DRIVER EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM

It is agreed and understood that in consideration of the issuance or continuation of this policy, no physical damage &/or non-trucking liability insurance is afforded to you or to any other insured by any provision of this policy with respect to any covered auto while such auto is being operated, maintained or used by:

DRIVER:  
D.O.B. :

**ACCEPTANCE**

**I have read and accepted the restriction in this endorsement.**

\_\_\_\_\_  
**Signature of first Named Insured\*\***

\_\_\_\_\_  
**Date**

\*\*If acceptance is for a Partnership or Joint Venture or Other Organization, the person whose signature appears above is authorized to sign for such Partnership or Joint Venture or Other Organization as indicated.

POLICY NO.

EFFECTIVE DATE:

INSURED:

COUNTERSIGNED BY: \_\_\_\_\_

AUTHORIZED AGENT

DIU 1017 (9/07)

## DELOS INSURANCE COMPANY

### AUTO LOAN/LEASE GAP COVERAGE

This endorsement modifies insurance provided under the following:

#### TRUCKERS COVERAGE FORM

It is agreed and understood that the most we will pay for any total loss, where (1) a covered auto is listed under a finance agreement and (2) the stated amount declared in the Schedule of Autos, Item Two of the Declarations or Item Two of the Certificate of Insurance is equal to or greater than the outstanding financial obligation under the finance agreement, is the greater of:

1. The outstanding financial obligation under a finance agreement for a covered auto at the time of loss, less;
  - A. The amount paid under the Physical Damage Coverage Section of the policy; and
  - B. Any:
    - a. Unearned interest charges
    - b. Insurance premiums financed in the loan
    - c. Late charges
    - d. Delinquent payments
    - e. Pro-rata cancelable items included in the original loan/installment, Sales Contract/lease agreement.
    - f. Any amounts added by the lien holder or lessor after the inception date of the loan/installment sales contract
    - g. Any licensing fees, taxes, registration fees or other government charges financed into the loan.
    - h. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage
    - i. Security deposits not returned by lessor.
    - j. Costs of extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.
    - k. Carry-over balances from previous loans or leases.
2. The actual cash value of the covered auto at the time of the loss, or the stated amount shown in the Schedule of Autos, Item Two of the Declarations or Item Two of the Certificate of Insurance, whichever is smaller.

This endorsement is not intended to amend, extend or alter the coverage provided under the Truckers Coverage Form (CA 00 12). Its intent is to adjust and pay the claim in the event of a total loss and only when a balance is owed to the original mortgage company or loss payee when the original loan or lease exceeds the Stated Amount or Actual Cash Value of the covered auto.

POLICY NO.

EFFECTIVE DATE:

INSURED:

COUNTERSIGNED BY: \_\_\_\_\_

AUTHORIZED AGENT

**DELOS INSURANCE COMPANY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MOTOR CARRIER DEDUCTIBLE BUYBACK ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM

It is agreed and understood that the provisions of the applicable coverage form applies unless modified by this endorsement.

**SCHEDULE**

Retained Amount:

Limit of Insurance:

Aggregate Limit:

PD Liability Limit:

PD Trailer Limit:

Cargo Limit:

Type of Loss Covered:

**LIMIT OF INSURANCE MAY BE APPLIED TO LIABILITY PROPERTY DAMAGE, CARGO, OR PHYSICAL DAMAGE TO TRAILERS OWNED BY THE MOTOR CARRIER TO WHOM YOU ARE LEASED.**

Description of Covered Auto(s):

See Schedule on File and/or Certificate

The following is added as Additional Coverage:

**Motor Carrier Deductible**

**A. Coverage**

We will reimburse the Insured all insurance deductibles the Insured must legally pay as damages for loss to property of others resulting from any written agreement you have with a Motor Carrier to whom you are leased. This coverage applies only if such loss is covered under the Motor Carrier's own insurance policies.

However, if the Motor Carrier to whom you are leased is self-insured for auto physical damage, this additional coverage will only apply to a physical damage loss that would be covered had the Motor Carrier's vehicle been insured under the Physical Damage Coverage Part of this policy, subject to its provisions and exclusions.

We have the right and duty to defend any Insured against a suit asking for such damages. However, we have no duty to defend any Insured against a suit seeking damages for loss to property of others to which this insurance does not apply. We may investigate and settle any claim or suit as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance for this coverage has been exhausted by payment or judgments or settlements.

## **B. Exclusions**

1. We will not pay for a loss caused by or resulting from any of the following:
  - i. Loss due to wrongful conversion, embezzlement or secretion by a mortgagee, vendee, lessee or other person in lawful possession of the insured property under a mortgage conditional sale, lease or other contract or agreement, whether written or verbal.
  - ii. Loss or damage by theft caused by any person or persons in the Insured's household or in the Insured's service or employment.
  - iii. Loss to an auto that you own, lease or operate. This exclusion does not apply to any equipment owned by the Motor Carrier you are leased to.
  - iv. Loss to an auto covered under this policy.
  - v. Loss as a consequence of direct loss to covered property, including loss of use, loss of market or delay.
  - vi. Strikers, locked-out workmen or persons taking part in labor disturbances or riots or civil commotions.
  - vii. Your liability for the payment of any fines, assessments, damages, attorney's fees, court costs or any other penalties which you shall be required to pay as a result of the violations of any law or regulations relating to any delay in the payment, denial or settlement of any claim or loss.
  - viii. Internal Revenue Taxes nor customs duties on alcoholic beverages unless the loss of alcoholic beverages is from the theft, provided such theft is covered by the Motor Carrier's insurance.
2. We will not pay for loss to contraband or property in the course of illegal transportation or trade.
3. If there are entries in the SCHEDULE on this endorsement under Type of Loss Covered, any loss not included will not be paid for. If there is no entry under Type of Loss Covered in the SCHEDULE on this endorsement then the coverage provided by this endorsement applies to all covered losses.

**C. LIMIT OF INSURANCE**

Regardless of the number of covered autos, Insureds, premiums paid, claims made or suits brought, the most we will pay for each loss is the Limit of Insurance shown in the SCHEDULE on this endorsement for each auto.

**D. RETAINED AMOUNT**

Our obligation to pay for each loss will be reduced by the Retained Amount shown in the SCHEDULE on this endorsement. No coverage provided by this endorsement applies to any deductible that is required to be paid under this policy.

**E. PRIVILEGE TO ADJUST WITH OWNER**

We have the right to settle the loss with the Motor Carrier. A receipt for payment from the Motor Carrier will satisfy any claim of yours.

POLICY NO.

EFFECTIVE DATE:

INSURED:

COUNTERSIGNED BY: \_\_\_\_\_

AUTHORIZED AGENT

**DELOS INSURANCE COMPANY  
INSURERS UNLIMITED INC.**

8601 RR 2222  
Building 1, Suite 260  
Austin, TX 78730  
512-583-0363 512-583-0367 fax

**COMMERCIAL TRUCK PHYSICAL DAMAGE APPLICATION**

Effective Date Requested: \_\_\_\_\_ MC # \_\_\_\_\_

1. Full Name of Applicant \_\_\_\_\_

2. Full address of Applicant \_\_\_\_\_  
\_\_\_\_\_

3. Years in Business \_\_\_\_\_ Has applicant ever operated under any other name \_\_\_\_\_  
IF yes please explain \_\_\_\_\_

4. Has applicant had previous Commercial Vehicle Physical Damage Insurance cancelled or refused?  
YES  NO   
If yes, state when and reasons for cancellation or refusal: \_\_\_\_\_

5. Full address of Principal Terminal's if \_\_\_\_\_  
other than above: \_\_\_\_\_  
\_\_\_\_\_

6. Details of Fire and Theft precautions at Terminals: \_\_\_\_\_  
\_\_\_\_\_

7. Is Terminal located in Flood Plane? \_\_\_\_\_ Earthquake Zone? \_\_\_\_\_ Windstorm/Tornado? \_\_\_\_\_

8. Radius of usual operations \_\_\_\_\_

9. List of Commodities Hauled & % of:

%	Commodity	%	Commodity

10. Total Insured Value of Schedule – Actual Cash Value (ACV) basis \_\_\_\_\_

# of Tractors \_\_\_\_\_ # of Trailers \_\_\_\_\_

**PLEASE NOTE** TIV stated is used for rating purposes, if values decrease at time of binding, rate quoted will increase to offset change in premium charged.

Please provide Total Insured Values (ACV) for the last four policy periods: **(REQUIRED)**

Current Year \_\_\_\_\_

Previous Year \_\_\_\_\_

2 Years \_\_\_\_\_

3 Years \_\_\_\_\_

11. Please give details of Hiring and Review of Drivers: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

12. Will any of your scheduled equipment ever be loaned, rented, or leased to any third party?

Yes  No

If yes, who will be responsible for loss and/or damage to such loaned, rented or leased equipment whilst in the care, custody and control of third parties.

\_\_\_\_\_  
\_\_\_\_\_

13. Do you own or use Trucks and/or Trailers other than those specified elsewhere in this proposal form?

Yes  No

If yes, specify such vehicles and state reasons why insurance is not required

\_\_\_\_\_  
\_\_\_\_\_

14. Is all specific equipment regularly inspected and serviced? Yes  No

Give brief details:

\_\_\_\_\_  
\_\_\_\_\_

15. Paid and outstanding losses sustained by Applicant last four years showing details for each year separately and **whether** paid claims are from ground up or net of any deductible. Please **specify** amount of deductibles and if they were on an each & every basis or per occurrence basis

Year	Paid and Outstanding Losses	Ground Up or Net of Deductible	Deductible
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**\*\* "SEE ATTACHED" LOSS RUNS IS NOT ACCEPTABLE \*\***

16. Preferred deductible: \_\_\_\_\_

Quotations are based on US\$ 1,000 minimum deductible. Specify other options you would prefer:

\_\_\_\_\_

**SCHEDULE OF VEHICLES**

Please provide a schedule of all vehicles to be insured, specifying for each unit the following:

- 1) Name of Manufacturer
- 2) Model Year
- 3) Type of Truck
- 5) Serial Number (Last six digits)
- 6) Current Actual Cash Value ACV
- 7) Loss Payee

Please indicate if any units to be insured are leased under contract where the independent owner/operator is working exclusively for the applicant. Please identify these units and the name of the owner/operator

DECLARATION

This application shall not be binding on the underwriters unless and until a contract of insurance shall be issued and delivered in accordance herewith and then only as of the commencement date of said insurance and in accordance with all the terms thereof and the said Applicant hereby **represents** and agrees to and with the underwriters that the foregoing statements and answers are a just full and true exposition of all the facts and circumstances with regard to the risk to be insured, insofar as same as known to the applicant, and the same are hereby made the basis and conditions of the insurance.

I hereby represent that the information above is true.

**WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.**

LICENSED AGENT \_\_\_\_\_

ADDRESS \_\_\_\_\_  
& PHONE \_\_\_\_\_

APPLICANT'S SIGNATURE: \_\_\_\_\_

DATE APPLICATION COMPLETE: \_\_\_\_\_

# DELOS INSURANCE COMPANY

Agent:	Desired Policy Effective Date:
--------	--------------------------------

**Insurers Unlimited, Inc.**  
 8601 RR2222 Bldg 1, Suite 260  
 Austin, TX 78730  
 888-758-5837 fax 512-583-0367

## OWNER/OPERATORS PHYSICAL DAMAGE & NTL

REQUESTING NTL		LIMIT?	
----------------	--	--------	--

### GENERAL INFORMATION

<b>Applicant Name:</b>						
<b>Applicant Address</b>		<b>County</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	
<b>Type Of Entity:</b>		<b>Phone:</b>		<b>Social Security #:</b>		
<b>Proprietorship, Partnership</b>		<b>Leased To</b>		<b>City,</b>	<b>State</b>	<b>Zip</b>
<b>Corporation, Individual, Other</b>						
<b>Name of Person to Contact:</b>				<b>Number of Years in Business:</b>		

### DRIVER INFORMATION MVR's required at Binding

DRIVER NAME	DATE OF BIRTH	LICENSE # and (STATE)	DATE EMPLOYED	COMMERCIAL EXPERIENCE

### VIOLATIONS and ACCIDENTS

DRIVER NAME	DATE OF VIOLATION	DETAILS OF ALL VIOLATIONS OR ACCIDENTS IN LAST 36 MONTHS	PLACE

### SCHEDULE Use separate sheet if necessary

UNIT	P=Power Unit T=Trailer	Model Year	Make	Serial Number Last 6 # of Vin	Stated Value	LOSS PAYEE	Address	City,	State	Zip
1										
2										
3										
4										

### LIST OF COMMODITIES HAULED \* MANDATORY INFORMATION, INCLUDE DUMP OPER.\*

TYPE:	
-------	--

### LOSS HISTORY

PRIOR CARRIER	PERIOD	LOSSES (attach separate sheet if necessary)

I HEREBY APPLY FOR A POLICY OF INSURANCE AS SET FORTH IN THIS APPLICATION ON THE BASIS OF STATEMENTS CONTAINED HEREIN. I AGREE THAT SUCH POLICY SHALL BE NULL AND VOID IF SUCH INFORMATION IS FALSE OR MISLEADING, OR WOULD MATERIALLY EFFECT ACCEPTANCE OF THE RISK.

SIGNATURE OF APPLICANT: \_\_\_\_\_ DATE: \_\_\_\_\_

FRAUD WARNING: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent act, which is a crime.

# TRUCKERS CERTIFICATE OF INSURANCE

Delos Insurance Company

## Item 1.

Master Policy #:  
Insured:  
Certificate #:  
Certificate Holder  
Number and Street:  
City, State Zip:  
Motor Carrier Name:  
Number and Street:  
City, State Zip:

Effective Date:

Expiration Date:

Business of Insured is Commercial Trucking

## Item 2. Schedule as of Effective Date of this insurance

*Cov. Auto Designation Symbol	Unit Number	Year of Model	Trade Name	Description			Serial Number	Stated
				Tractor	Trailer	Other		

**Item 3.** The terms, conditions and exclusions of the insurance provided under this Certificate of Insurance are contained in the Master Policy Referenced above. The Master Policy is available for your inspection upon request at the offices of the named Insured show above. This Certificate of Insurance provides only those coverages where a charge is show in the premium column below. Each of these coverages will apply to those autos shown in the Schedule of Autos in item 2 above.

Monthly Premium	Coverages	Limit of Liability	Stated Amount, Actual Cash Value or Cost of Repair, Whichever is Less Minus:
\$	A. Comprehensive		Deductible of
\$	B. Collision		Deductible of
\$	C. Specified Perils		Deductible of
\$	D. Terrorism		
\$	F. Non-Trucking Automobile Liability		Combined Single Limit
\$	H. UM/UIM Coverage		Statutory Limits for State
TOTAL MONTHLY PREMIUM		Endorsement Identification: UNINSURED MOTORIST COVERAGE	

**Item 4.** Any loss hereunder is payable as interest may appear to the Certificate Holder and Loss Payee. As respects coverages A, B, C or D in the event of payment of the stated amount or actual cash value of any covered auto, whichever is less, at our option, the salvage becomes our property.

Item 5. No coverage is afforded under Coverage E when the described vehicles are:

1. Used to carry property in any business or in route for such purpose;
2. Leased without an operator;
3. When permanent lease with certificate holder has terminated;
4. Under motor carrier direction, control or dispatch;
5. While being operated or used in any racing or speed contest.

Countersigned:

By: \_\_\_\_\_

## \*DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOL

Symbol 52. = SPECIFICALLY DESCRIBED AUTO. Only those autos described on the certificates of insurance issued to you which become part of this policy and for which a premium charge is shown on the certificates of insurance.

# COMMERCIAL LINES POLICY

## DELOS Insurance Company

**DELOS INSURANCE COMPANY**  
120 WEST 45TH STREET / 36TH FLOOR,  
NEW YORK, NY 10036  
212-702-3700

THIS POLICY CONSISTS OF:

- DECLARATIONS
- COMMON POLICY CONDITIONS
- COVERAGE FORMS
- APPLICABLE ENDORSEMENTS

DELOS INSURANCE COMPANY

In Witness Whereof, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



President



Secretary





SERFF Tracking Number: *DLSN-125300825* State: *Arkansas*  
Filing Company: *Delos Insurance Company (FKA Sirius America Insurance Company)* State Tracking Number: *AR-PC-07-026166*  
Company Tracking Number: *DE-TP-AR-07-1F*  
TOI: *20.0 Commercial Auto* Sub-TOI: *20.0004 Truckers*  
Product Name: *Truck Phys Dam*  
Project Name/Number: *Trucking Physical Damage & Non-Trucking Liability/DE-TP-AR-07-1F*

## Supporting Document Schedules

**Satisfied -Name:** *Uniform Transmittal Document-Property & Casualty* **Review Status:** *Approved* *10/03/2007*

**Comments:**

**Attachment:**

*AR TP Form Transmittal Doc.pdf*

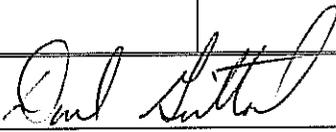
## Property &amp; Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3.</b>	<b>Group Name</b>				<b>Group NAIC #</b>
	Lightyear Delos Group				4381
<b>4.</b>	<b>Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>
	Delos Insurance Company	DE	35408	13-2930697	COA# 2524

<b>5.</b>	<b>Company Tracking Number</b>	DE-TP-AR -07-1F
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## Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

<b>6.</b>	<b>Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
	David Gartland 120 West 45 <sup>th</sup> Street, New York, NY 10036	VP	(212) 702-3712	(212) 302-9279	<a href="mailto:www.dgartland@delosinsurance.com">www.dgartland@delosinsurance.com</a>
<b>7.</b>	Signature of authorized filer				
<b>8.</b>	Please print name of authorized filer		David Gartland		

## Filing information (see General Instructions for descriptions of these fields)

<b>9.</b>	<b>Type of Insurance (TOI)</b>	20.0 Commercial Auto
<b>10.</b>	<b>Sub-Type of Insurance (Sub-TOI)</b>	20.0004 Truckers
<b>11.</b>	<b>State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	
<b>12.</b>	<b>Company Program Title (Marketing title)</b>	Trucking Physical Damage & Non-Trucking Liability
<b>13.</b>	<b>Filing Type</b>	[ ] Rate/Loss Cost [ ] Rules [ ] Rates/Rules [ X ] Forms [ ] Combination Rates/Rules/Forms [ ] Withdrawal [ ] Other (give description)
<b>14.</b>	<b>Effective Date(s) Requested</b>	New: Upon approval Renewal: Upon approval
<b>15.</b>	<b>Reference Filing?</b>	[ ] Yes [ ] No
<b>16.</b>	<b>Reference Organization (if applicable)</b>	Independent
<b>17.</b>	<b>Reference Organization # &amp; Title</b>	
<b>18.</b>	<b>Company's Date of Filing</b>	
<b>19.</b>	<b>Status of filing in domicile</b>	[x] Not Filed [ ] Pending [ ] Authorized [ ] Disapproved

**Property & Casualty Transmittal Document—**

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	DE-TP-AR-07- 1F
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Delos Insurance Company is introducing the independent rates, rules and forms associated with a new Commercial Auto Physical Damage & Non-Trucking Liability program. The origin of these rates, rules and forms is a similar program at Praetorian/ICH Insurance Companies.

Delos Insurance Companies has authorized ISO to file their rules and forms on our behalf. We will be using these ISO rules and forms along with the independent rules and forms we are filing in conjunction with the rates we filing for this new program.

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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**Check #: EFT**  
**Amount: \$50.00**

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

**\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

## FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)  
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	DE-TP-AR-07-1F
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> <small>(Company tracking number of rate/rule filing, if applicable)</small>	NA
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	See Attached		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

## Delos Trucking Physical Damage & Non-Trucking Liability Forms

Form Name	Form Number	Edition Date	New or Replacement
Maximum Loss Limitation Endorsement	DIU 1001	9/07	New
Physical Damage Losses	DIU 1002	9/07	New
Amendment of Truckers Insurance For Non-Trucking Use	DIU 1003	9/07	New
Master Policy Endorsement	DIU 1005	9/07	New
Uninsured Motorist Insurance Endorsement	DIU 1006	9/07	New
Public Livery and Conveyance Exclusion	DIU 1007	9/07	New
Monthly Billing Endorsement	DIU 1008	9/07	New
Contest Exclusion	DIU 1009	9/07	New
Exclusion of Vehicles in Custody of Lessee	DIU 1010	9/07	New
Personal Injury Protection Endorsement	DIU 1011	9/07	New
Downtime Coverage	DIU 1012	9/07	New
Driver Criteria	DIU 1013	9/07	New
Towing, Storage and Debris Removial Limitation	DIU 1014	9/07	New
Monthly Reporting Endorsement	DIU 1015	9/07	New
Truckers Supplemental Coverages Endorsement	DIU 1016	9/07	New
Driver Exclusion Endorsement	DIU 1017	9/07	New
Auto Loan/Lease Gap Coverage	DIU 1018	9/07	New
Motor Carrier Deductible Buyback Endorsement	DIU 1019	9/07	New
Commercial Truck Physical Damage Application	DIU FAPP	9/07	New
Owner/Operators Physical Damage & NTL application	DIU IAPP	9/07	New
Truckers Certificate of Insurance	NTL	9/07	New
Delos Policy Jacket	DLS Jacket	9/07	New
Notice of Cancellation or Nonrenewal	NOCNR PD	9/07	New