

SERFF Tracking Number: HART-125326138 State: Arkansas  
First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: AR-PC-07-026451  
Company Tracking Number: FF.05.001.2007.03  
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine  
Product Name: Cargo Carrier Choice  
Project Name/Number: Cargo Carrier Choice/FF.05.001.2007.03

## Filing at a Glance

Companies: Hartford Casualty Insurance Company, Hartford Insurance Company of the Midwest, Hartford Underwriters Insurance Company, Property and Casualty Insurance Company of Hartford, Twin City Fire Insurance Company, Hartford Fire Insurance Company, Hartford Accident and Indemnity Company

Product Name: Cargo Carrier Choice SERFF Tr Num: HART-125326138 State: Arkansas  
TOI: 09.0 Inland Marine SERFF Status: Closed State Tr Num: AR-PC-07-026451  
Sub-TOI: 09.0005 Other Commercial Inland Marine Co Tr Num: FF.05.001.2007.03 State Status:  
Filing Type: Form Co Status: Initial Filing Reviewer(s): Betty Montesi,  
Llyweyia Rawlins, Brittany Yielding  
Author: Deirdre Walsh Disposition Date: 10/18/2007  
Date Submitted: 10/17/2007 Disposition Status: Approved  
Effective Date Requested (New): 12/01/2007 Effective Date (New): 01/12/2008  
Effective Date Requested (Renewal): 12/01/2007 Effective Date (Renewal):  
01/12/2008

## General Information

Project Name: Cargo Carrier Choice Status of Filing in Domicile: Authorized  
Project Number: FF.05.001.2007.03 Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 10/18/2007  
State Status Changed: 10/17/2007 Deemer Date:  
Corresponding Filing Tracking Number:  
Filing Description:  
Cargo Carrier Choice Endorsements

## Company and Contact

### Filing Contact Information

Deirdre Walsh, State Filing Analyst deirdre.walsh@thehartford.com  
690 Asylum Avenue (860) 547-3444 [Phone]

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Hartford, CT 06115 (860) 547-3838[FAX]

**Filing Company Information**

Hartford Casualty Insurance Company	CoCode: 29424	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-0294398	

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Hartford Insurance Company of the Midwest	CoCode: 37478	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-1008026	

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Hartford Underwriters Insurance Company	CoCode: 30104	State of Domicile: Connecticut
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-1222527	

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Property and Casualty Insurance Company of Hartford	CoCode: 34690	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-1276326	

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Twin City Fire Insurance Company	CoCode: 29459	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-0732738	

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Hartford Fire Insurance Company	CoCode: 19682	State of Domicile: Connecticut
Hartford Plaza	Group Code: 91	Company Type:
690 Asylum Avenue		
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-0383750	

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Hartford Accident and Indemnity Company	CoCode: 22357	State of Domicile: Connecticut
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690 Asylum Ave  
Hartford, CT 06115  
(860) 547-5000 ext. [Phone]

Group Code: 91  
Group Name:  
FEIN Number: 06-0383030  
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Company Type: Property  
State ID Number:

*SERFF Tracking Number:* HART-125326138      *State:* Arkansas  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hartford Fire Insurance Company	\$50.00	10/17/2007	16155110
Hartford Accident and Indemnity Company	\$0.00	10/17/2007	
Hartford Casualty Insurance Company	\$0.00	10/17/2007	
Twin City Fire Insurance Company	\$0.00	10/17/2007	
Hartford Underwriters Insurance Company	\$0.00	10/17/2007	
Property and Casualty Insurance Company of Hartford	\$0.00	10/17/2007	
Hartford Insurance Company of the Midwest	\$0.00	10/17/2007	

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	10/18/2007	10/18/2007

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## Disposition

Disposition Date: 10/18/2007  
Effective Date (New): 01/12/2008  
Effective Date (Renewal): 01/12/2008  
Status: Approved  
Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Trailer Interchange Coverage	Approved	Yes
Form	Change in Temperature and Spoilage Damage Warranty	Approved	Yes
Form	Undamaged Portion of Shipment - Control of Damaged Goods by Shipper Coverage	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Trailer Interchange Coverage	MS 04 41 01 08	01 08	Endorsement/Amendment/Conditions New		0.00	MS 04 41.pdf
Approved	Change in Temperature and Spoilage Damage Warranty	MS 04 42 01 08	01 08	Endorsement/Amendment/Conditions New		0.00	MS 04 42.pdf
Approved	Undamaged Portion of Shipment - Control of Damaged Goods by Shipper Coverage	MS 04 44 01 08	01 08	Endorsement/Amendment/Conditions New		0.00	MS 04 44.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>
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<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. Group Name</b>	<b>Group NAIC #</b>
Hartford Financial Services Group	00914

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Hartford Fire Ins. Co.	Connecticut	00914-19682	06-0383750	
Hartford Accident & Indemnity Co.	Connecticut	00914-22357	06-0383030	
Hartford Casualty Ins.Co.	Indiana	00914-29424	06-0294398	
Hartford Underwriters Ins. Co.	Connecticut	00914-30104	06-1222527	
Twin City Fire Ins.Co.	Indiana	00914-29459	06-0732738	
Hartford Ins. Co. of the Midwest	Indiana	00914-37478	06-1008026	
Property & Casualty Ins. Co. of Hartford	Indiana	00914-34690	06-1276326	

<b>5. Company Tracking Number</b>	FF.05.001.2007.03
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Deirdre Walsh	Prod Consultant	860-547-3444	860-547-4849	deirdre.walsh
Hartford Plaza, Hartford, CT 06115		860-547-	860-547-	@TheHartford.com

7. Signature of authorized filer	<i>Deirdre Walsh</i>
8. Please print name of authorized filer	Deirdre Walsh

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

9. Type of Insurance (TOI)	Commercial Inland Marine
10. Sub-Type of Insurance (Sub-TOI)	9.0
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Motor Truck Cargo
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 01/12/08      Renewal: 01/12/08
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	10/17/07
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

<b>20.</b> This filing transmittal is part of Company Tracking #	FF.05.001.2007.03
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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]
Three New Endorsement

<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]
<b>Check #:</b> <b>Amount:</b>
<b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b>

\*\*\*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. This filing transmittal is part of Company Tracking #</b>		FF.05.001.2007.03			
<b>2. This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)					
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Trailer Interchange Coverage	MS 04 41 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Change in Temperature and Spoilage Damage Warranty	MS 04 41 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Undamaged Portion of Shipment - Control of Damaged Goods by Shipper Coverage	MS 04 44 01 08	<input checked="" 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		



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

## **TRAILER INTERCHANGE COVERAGE**

This endorsement modifies insurance provided under the following:

**CARGO CARRIER CHOICE – CARRIER FOR HIRE FORM  
CARGO COVERAGE – CARRIER FOR HIRE**

### **A. ADDITIONAL INSURING AGREEMENT**

We will pay those sums you become legally obligated to pay under any trailer interchange agreement for "loss", caused by a Covered Cause of Loss, to trailers, semitrailers, dollies used to convert a semitrailer into a trailer, and containers (including chassis) belonging to others.

### **B. COVERED CAUSES OF LOSS**

Covered Causes of Loss means loss or damage caused by or resulting from:

1. Fire, lightning or explosion;
2. Theft;
3. Windstorm, hail;
4. Earthquake, flood;
5. Malicious mischief or vandalism;
6. Collision, upset or overturn; or
7. Stranding, sinking, burning, collision of any waterborne vessel operated by others while transporting the trailer, semitrailers, dollies or containers/chassis.

### **C. LIMIT OF LIABILITY**

We will not pay more than \$25,000 for any one trailer unit, unless a different per trailer limit of insurance is shown in the Schedule. We will not pay more than \$100,000 in any one occurrence. The coverage provided by this endorsement shall not be subject to any other limit in the policy.



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

## **CHANGE IN TEMPERATURE AND SPOILAGE DAMAGE WARRANTY**

This endorsement modifies insurance provided under the following:

### **CARGO CARRIER CHOICE – CARRIER FOR HIRE COVERAGE FORM CARGO COVERAGE – CARRIER FOR HIRE**

- A.** We will not pay for any "loss", damage or expense caused by or resulting from change in temperature or spoilage regardless of any other cause or event that contributes concurrently or in any sequence to the "loss", unless you comply with the following warranty:

Covered Property shall be protected by refrigeration or heating equipment in accordance with industry standards for care of such property and the equipment manufacturer's specifications and instructions, and standards of the United States Department of Transportation, to the extent applicable. Written records of temperature control, equipment specifications, instructions and maintenance shall be produced for proof of compliance with this additional condition.



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

## **UNDAMAGED PORTION OF SHIPMENT - CONTROL OF DAMAGED GOODS BY SHIPPER COVERAGE**

This endorsement modifies insurance provided under the following:

### **CARGO CARRIER CHOICE – CARRIER FOR HIRE COVERAGE FORM CARGO COVERAGE – CARRIER FOR HIRE**

#### **A. Application Of Coverage**

The Coverage provided by this endorsement applies only if both **A.1.** and **A.2.** are satisfied and are then subject to the qualifications set forth in **A.3.**

1. A written contract of carriage:
  - a. Regulates the destruction, salvage or repair of Covered Property; and
  - b. Is in force at the time of loss.

But coverage under this endorsement applies only in response to the minimum requirements of the written contract. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

2.
  - a. The Covered Property sustains direct physical damage that is covered under this policy and such damage results in enforcement of a written contract term by a shipper; or
  - b. The Covered Property sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the damage in its entirety results in enforcement of a written contract term by a shipper.
  - c. But if the Covered Property sustains direct physical damage that is not covered under this policy, and such damage is the subject of the enforcement of a written contract term, then there is no coverage under this endorsement even if the Covered Property has also sustained covered direct physical damage.

3. In the situation described in **A.2.b.** above, we will not pay the full amount of loss otherwise payable under the terms of this endorsement. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

(Section **G.** of this endorsement provides an example of this procedure.)

However, if the covered direct physical damage, alone, would have resulted in enforcement of a written contract term by a shipper, then we will pay the full amount of loss otherwise payable under the terms of this endorsement.

#### **B. We will not pay under this endorsement for:**

1. Any action due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
2. The costs associated with testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants", "fungus", wet or dry rot or bacteria.

#### **C. Coverage For Loss To The Undamaged Portion Of Covered Property**

With respect to the Covered Property that has sustained covered direct physical damage, we will pay for the loss in value of the undamaged portion of the Covered Property as a consequence of enforcement of a written contract term by a shipper that requires destruction of undamaged parts of the same Covered Property. The presumption or possibility of damage is not sustained covered direct physical damage.

This coverage is included within the Limit of Insurance shown in the Schedule as applicable to the Covered Property and does not increase the Limit of Insurance.

**D. Loss Payment**

The loss payment provisions are subject to the apportionment procedures set forth in Section **A.3.** of this endorsement, if applicable.

**E.** The terms of this endorsement apply separately to each shipment of Covered Property to which this endorsement applies.

**F.** Under this endorsement we will not pay for loss due to the enforcement of any contract term that:

1. Was required before the loss, even if the Covered Property was undamaged; and
2. You failed to comply with.

**G.** Example of Proportionate Loss Payment for Undamaged Portion of Shipments Coverage Losses (procedure as set forth in Section **A.3.** of this endorsement.)

Assume:

Vandalism is a Covered Cause of Loss; destruction of property by order of governmental authority is an excluded Cause of Loss

The property has a value of \$200,000

Total direct physical damage: \$100,000 equals or exceeds 50% of the property's value

Portion of direct physical damage that is covered (caused by vandalism): \$30,000

Portion of direct physical damage that is not covered (caused by government ordered destruction): \$70,000

Loss under this endorsement (for destruction, salvage or repair of Covered Property): \$60,000

Step 1:

Determine the proportion that the covered direct physical damage bears to the total direct physical damage.

$$\$30,000 - \$100,000 = .30$$

Step 2:

Apply that proportion to the loss.

$$\$60,000 \times .30 = \$18,000$$

In this example, the most we will pay under this endorsement for the loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

**H.** The following definition is added:

"Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

**I. Limit of Insurance**

We will not pay more than \$25,000 under this endorsement in any one occurrence. The coverage provided by this endorsement shall not be subject to the Limits of Insurance provision in the policy.

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*TOI:* 09.0 Inland Marine

*Sub-TOI:* 09.0005 Other Commercial Inland Marine

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## **Rate Information**

Rate data does NOT apply to filing.