

SERFF Tracking Number: HNST-125294479 State: Arkansas  
Filing Company: Lincoln General Insurance Company State Tracking Number: AR-PC-07-026188  
Company Tracking Number: 2007AR18CM  
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine  
Product Name: Commercial Marine - Motor Truck Cargo  
Project Name/Number: Motor Truck Cargo Forms/2007AR18CM

## Filing at a Glance

Company: Lincoln General Insurance Company

Product Name: Commercial Marine - Motor Truck Cargo SERFF Tr Num: HNST-125294479 State: Arkansas

Truck Cargo

TOI: 09.0 Inland Marine

SERFF Status: Closed

State Tr Num: AR-PC-07-026188

Sub-TOI: 09.0005 Other Commercial Inland Marine

Co Tr Num: 2007AR18CM

State Status:

Filing Type: Form

Co Status: David Csurics

Reviewer(s): Betty Montesi,  
Llyweyia Rawlins, Brittany Yielding

Author: David Csurics

Disposition Date: 10/24/2007

Date Submitted: 09/24/2007

Disposition Status: Approved

Effective Date Requested (New): 01/01/2008

Effective Date (New): 01/01/2008

Effective Date Requested (Renewal): 01/01/2008

Effective Date (Renewal):  
01/01/2008

## General Information

Project Name: Motor Truck Cargo Forms

Status of Filing in Domicile: Authorized

Project Number: 2007AR18CM

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 10/24/2007

State Status Changed: 09/24/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Lincoln General Insurance Company has created a new Motor Truck Cargo Product. We anticipate being able to issue the new product under a Commercial Marine policy by January 1, 2008, which is the proposed effective date of this filing. The filing is rate neutral, as the forms being filed will have no rate impact. The attached explanatory memo contains details of each form being submitted, replaced, or withdrawn in this filing.

## Company and Contact

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**Filing Contact Information**

David Csurics, Product Analyst dcsurics@lincolngeneral.com  
 PO Box 3709 (800) 876-3350 [Phone]  
 York, PA 17402 () -[FAX]

**Filing Company Information**

Lincoln General Insurance Company CoCode: 33855 State of Domicile: Pennsylvania  
 P.O. Box 3709 Group Code: 1326 Company Type: Property & Casualty  
  
 3501 Concord Rd  
 York, PA 17402 Group Name: Kingsway Financial State ID Number:  
 Group  
 (717) 757-0000 ext. [Phone] FEIN Number: 23-2023242  
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**Filing Fees**

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Lincoln General Insurance Company	\$50.00	09/24/2007	15770522

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	10/24/2007	10/24/2007

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	10/03/2007	10/03/2007	David Csurics	10/23/2007	10/23/2007

### Amendments

Item	Schedule	Created By	Created On	Date Submitted
Uniform Transmittal Document-Property & Casualty	Supporting Document	David Csurics	09/24/2007	09/24/2007

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Pending industry Response	Note To Filer	Llyweyia Rawlins	10/11/2007	10/11/2007
Extension Request	Note To Reviewer	David Csurics	10/10/2007	10/10/2007

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## Disposition

Disposition Date: 10/24/2007

Effective Date (New): 01/01/2008

Effective Date (Renewal): 01/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document (revised)	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memo	Approved	Yes
Form	Motor Truck Cargo Coverage Form	Approved	Yes
Form	Named Perils Amendment	Approved	Yes
Form	Property Covered Endorsement	Approved	Yes
Form	Owned Property Endorsement	Approved	Yes
Form	Aggregate Deductible Reference	Approved	Yes
Form	Coverage Limitation Endorsement	Approved	Yes
Form	Intermodal Operations Additional Insured	Approved	Yes
Form	Policy Reporting Form	Approved	Yes
Form	Additional Perils Excluded	Approved	Yes
Form	Additional Perils Excluded	Approved	Yes
Form	General Change Endorsement	Approved	Yes
Form	Limited Coverage for NonOwned Trailers	Approved	Yes
Form	Unhooked Trailer Endorsement	Approved	Yes
Form	Limited Coverage for Non-Owned Trailers	Approved	Yes
Form	Limited Property Coverage	Approved	Yes
Form	Reporting Schedule - Cash Collateral	Approved	Yes
Form	Reporting Schedule - Letter of Credit	Approved	Yes
Form	Property Covered Endorsement	Approved	Yes
Form	Motor Truck Cargo Supplement	Approved	Yes
Form	Terminal Supplement	Approved	Yes
Form	Limited Coverage for Non-Owned Trailers	Approved	Yes
Form	Motor Truck Cargo Arkansas Amendatory Endorsement	Approved	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 10/03/2007  
Submitted Date 10/03/2007  
Respond By Date 10/18/2007

Dear David Csurics,

The appraisal clause(s) found in this filing should be amended to comply with Ark. Code Ann. Æ23- 79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

The applicable provision of the Arkansas Statute of Limitations of the Arkansas General Code, allows five (5) years in which to commence litigation for this insurance contract. You may amend by extending the time limit to five (5) years or by stating, Æwithin the time allowed by law.Æ

Please feel free to contact me if you have questions.

Llyweyia Rawlins  
Certified Rate and Form Analyst  
Property and Casualty Division  
501-371-2809 Fax 501-371-2748  
Email: Llyweyia.rawlins@arkansas.gov

Sincerely,  
Llyweyia Rawlins

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 10/23/2007  
Submitted Date 10/23/2007

Dear Llyweyia Rawlins,

**Comments:**

### Response 1

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Comments: Dear Llyweyia Rawlins,

We have created an Amendatory Endorsement for Arkansas to comply with Ark. Code Ann fE23- 79-203 and Arkansas Bulletin No. 19-89 to state it is non-binding and voluntary. We have also included the provision for the statue of limitations by extending the time limit to five (5) years. Please see attached amendatory Endorsement LGC 0100 01 08. Please advise if you have any questions.

Sincerely,  
 David Csurics

**Changed Items:**

No Supporting Documents changed.

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Motor Truck Cargo Arkansas Amendatory Endorsement	LGC 0100 01 08		Endorsement/Amendment/Conditions	New		0	LGC 0100 0108 AR MTC Amendatory Endorsement.pdf

No Rate/Rule Schedule items changed.

Sincerely,  
 David Csurics

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*Project Name/Number: Motor Truck Cargo Forms/2007AR18CM*

**Note To Filer**

**Created By:**

Llyweyia Rawlins on 10/11/2007 08:59 AM

**Subject:**

Pending industry Response

**Comments:**

Yes I would be glad to give you an extension to 11/2/07 .

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**Note To Reviewer**

**Created By:**

David Csurics on 10/10/2007 01:13 PM

**Subject:**

Extension Request

**Comments:**

Dear Llyweyia Rawlins,

We are currently working on the objection, however I will be unable to provide a response by Oct. 18th, as I am scheduled out of the office from Oct. 15 - 19. Could we have an extension to possibly Nov. 2, 2007? Please advise. Thank you for your consideration in this matter.

David Csurics

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**Amendment Letter**

Amendment Date:  
Submitted Date: 09/24/2007

**Comments:**

I am attaching a corrected version of the transmittal document.

Thank you,  
David Csurics

**Changed Items:**

**Supporting Document Schedule Item Changes:**

**Satisfied -Name: Uniform Transmittal Document-Property & Casualty**

Comment:

Transmittal Doc.pdf

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Motor Truck Cargo Coverage Form	LGC 0001	05 07	Policy/CoveNew rage Form		0.00	LGC 0001 0507 - NEW.pdf
Approved	Named Perils Amendment	LGC 0002	05 07	Endorseme New nt/Amendm ent/Condi tions		0.00	LGC 0002 0507 - NEW.pdf
Approved	Property Covered Endorsement	LGC 0003	05 07	Endorseme New nt/Amendm ent/Condi tions		0.00	LGC 0003 0507 - NEW.pdf
Approved	Owned Property Endorsement	LGC 0005	05 07	Endorseme New nt/Amendm ent/Condi tions		0.00	LGC 0005 0507 - NEW.pdf
Approved	Aggregate Deductible Reference	LGC 0006	05 07	Endorseme New nt/Amendm ent/Condi tions		0.00	LGC 0006 0507 - NEW.pdf
Approved	Coverage Limitation Endorsement	LGC 0007	05 07	Endorseme New nt/Amendm ent/Condi tions		0.00	LGC 0007 0507 - NEW.pdf
Approved	Intermodal Operations Additional Insured	LGC 1218	05 07	Endorseme New nt/Amendm ent/Condi tions		0.00	LGC 1218 0507 - NEW.pdf
Approved	Policy Reporting Form	LGC 1249	05 07	Declaration New s/Schedule		0.00	LGC 1249 0507 - NEW.pdf
Approved	Additional Perils Excluded	L 1172	02 95	Endorseme Withdrawn nt/Amendm ent/Condi tions	Replaced Form #: Previous Filing #:	0.00	L 1172 0295.pdf

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Approved	Additional Perils Excluded	L 1173	02 95	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00	L 1173
						Previous Filing #:	0295.pdf
Approved	General Change Endorsement	L 1183	02 96	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00	L 1183
						Previous Filing #:	0296.pdf
Approved	Unhooked Trailer Endorsement	L 6080	02 98	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00	L 6080
						Previous Filing #:	0298.pdf
Approved	Limited Coverage for Non-Owned Trailers	L 6085	02 99	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00	L 6085
						Previous Filing #:	0299.pdf
Approved	Limited Property Coverage	L 1169	02 95	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00	L 1169
						Previous Filing #:	0295.pdf
Approved	Reporting Schedule - Cash Collateral	L 1239	07 98	Declaration	Withdrawn	Replaced Form #:0.00	L 1239
						Previous Filing #:	0798.pdf
Approved	Reporting Schedule - Letter of Credit	L 1240	07 98	Declaration	Withdrawn	Replaced Form #:0.00	L 1240
						Previous Filing #:	0798.pdf
Approved	Property Covered Endorsement	L 6072	12 97	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00	L 6072
						Previous Filing #:	1297.pdf
Approved	Motor Truck Cargo Supplement	LGSUP 0007	05 07	Election/Rejection/Supplemental Applications	New	0.00	LGSUP 007
							0507 MTC Supplement - NEW.pdf
Approved	Terminal Supplement	LGSUP 0008	05 07	Election/Rejection/Supplemental Applications	New	0.00	LGSUP 008
							0507

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			plemental Application s		Terminal Supplement - NEW.pdf
Approved	Limited Coverage L 6085 for Non-Owned Trailers	11 00	Endorsement/Withdrawn/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:	L 6085 1100.pdf
Approved	Motor Truck Cargo Arkansas Amendatory Endorsement	LGC 0100 01 08	Endorsement/New/Amendment/Conditions	0.00	LGC 0100 0108 AR MTC Amendatory Endorsement.pdf



# Motor Truck Cargo Coverage Form

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine your rights, duties, and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us," and "our" refer to the Company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to G. DEFINITIONS.

## A. COVERAGE

"We" cover "your" "loss" to Covered Property caused by any of the Covered Causes of Loss.

### 1. Covered Property

Covered Property as used in this Coverage Form means:

- a. Goods and merchandise:
  - (1) For which "you" are legally liable as a motor carrier under tariff documents, bills of lading or shipping receipts, and which is in "your" custody; or
  - (2) For which "you" have assumed liability under a written contract as a motor carrier.
- b. Property in or on an "auto" that is a truck or tractor and used in your business while that property is:
  - (1) In or on any attached "trailer" loaded and under "your" care, custody or control while in the due course of transit;
  - (2) In or on any unattached "trailer" from the moment the "trailer" becomes unattached and for forty-eight (48) hours thereafter;
  - (3) "Loading and unloading." "We" will extend the insurance to pay for direct physical "loss" to Covered Property which results from a Covered Cause of Loss during "loading or unloading"; or

- (4) Unloaded at "your" terminal for up to seven (7) consecutive days, but only if that terminal is described in the policy and an applicable Limit of insurance is shown.

### 2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value;
- b. Bullion, gold, silver, platinum or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones;
- c. Reusable shipping containers except as provided under A.4.g Additional Covered Property;
- d. Mobile or modular homes or any other type of "manufactured homes";
- e. Paintings, statuary and other works of art;
- f. "Loss" to an "auto" (unless the "auto" is being hauled as a commodity) or to its equipment, including tarpaulins and fittings, intermodal shipping containers;
- g. Property in "your" care, custody or control, as a warehouseman";
- h. Contraband or property in the course of illegal transportation or trade;

- i. Property in the custody of other carriers. We do not cover property while in the custody of any other carrier if “you” have waived or limited “your” subrogation rights; or
- j. Cotton, within seventy-two (72) hours after ginning.

### 3. Covered Causes of Loss

Covered Causes of Loss means “your” liability for risks of direct physical “loss” to Covered Property except those causes of “loss” listed in Section B. PERILS EXCLUDED.

### 4. Coverage Extensions

Unless otherwise stated, the amount payable under each Coverage Extension is in addition to the limit shown in the Declarations.

#### a. Defense Cost

“We” will defend “you” against any suit brought against “you” by others for a “loss” to Covered Property caused by or resulting from a Covered Cause of Loss. “We” retain “our” rights to investigate, negotiate, and settle any claim or suit on “your” behalf in any manner “we” determine to be necessary or expedient.

“We” will not pay for the settlement of any claims or any suits under this Coverage Extension. Nor will “we” pay any claim or judgment or defend any suit after the applicable Limit of Insurance has been exhausted by the payment of claims, suits or judgments.

#### b. Earned Freight Charges

“We” cover “your” earned freight charges that “you” are unable to collect resulting from a “loss” covered by this Coverage Form. The most “we” will pay under this extension is \$10,000 per occurrence.

### c. Mechanical Breakdown

When the refrigeration or heating unit of a vehicle transporting Covered Property has a sudden or accidental breakdown or malfunction, “we” cover direct physical “loss” to Covered Property caused by spoilage or contamination including decay, fungus, mildew, mold, or rot.

“We” do not pay for “loss” caused by breakdown or malfunction that results from the failure to maintain adequate fuel levels for the refrigeration or heating unit.

This Coverage Extension is void if “you” or a service representative does not inspect a vehicle’s refrigeration or heating unit at least once each month. “You” must maintain a record of each inspection and retain the records for at least one year. “You” must provide “us” with all records that relate to a loss and permit copies and abstracts to be made from them.

Payments made under this coverage are subject to the applicable Limits of Insurance shown on the Declarations.

### d. After Loss Expenses

The most “we” will pay under this Coverage Extension is \$35,000 per occurrence. Total payments under this Coverage Extension will not exceed the value of the cargo.

#### (1) Debris Removal Expenses

“We” will pay expenses to remove Covered Property debris resulting from a covered “loss” to Covered Property that occurs during the policy period. The expenses will be paid only if they are reported to “us” in writing within 180 days of the direct physical “loss.”

This additional Coverage does not apply to:

- (a) Costs to extract "pollutants" from land or water; or
- (b) Costs to remove, restore or replace polluted land or water.

(2) Reloading Expense

"We" will pay the cost to reload covered property due to collision or overturn of a covered "auto".

(3) Claim Mitigation Expense

"We" will pay the necessary expense "you" incur to prevent further "loss" to Covered Property if that expense is incurred within a 12 hour period after a covered "loss" occurs.

(4) Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, "we" will pay for "your" liability for Fire Department Service Charges.

**e. Reward Coverage**

"We" will reimburse "you" for reward(s) expense "you" have incurred leading to:

- (1) The successful return of undamaged stolen articles to a law enforcement agency; or
- (2) The arrest and conviction of any person(s) who have damaged or stolen any Covered Property.

"We" will pay 25% of the covered loss, prior to the application of any Deductible and recovery, up to a maximum of \$2,500 in any one occurrence for the reward payments "you" make. These reward payments must be documented.

No Deductible applies to this additional coverage.

**f. Pollutant Clean-up and Removal**

"We" will pay "your" expense to extract "pollutants" from land or water, if the release, discharge or dispersal of the "pollutants" is caused by or results from a Covered Cause of Loss which occurs to Covered Property during the policy period.

The expenses will be paid only if reported to "us" in writing within 180 days of the direct physical "loss".

The most "we" will pay under this additional Coverage is \$ 15,000 in any one year commencing with policy inception.

**g. Additional Covered Property**

You may extend the coverage provided by this Coverage Form to apply to direct physical "loss" from a Covered Cause of Loss to cargo containers or shipping containers, excluding intermodal containers, vehicles or trailers, that are the property of others, in "your" care, custody or control, and for which "you" are liable under the terms of any written contract, lease or agreement.

The most "we" will pay under this Additional Coverage is \$2,500 in any one occurrence.

This limit is included within the applicable Limits of Insurance shown in the Declarations.

**B. PERILS EXCLUDED**

- 1. "We" will not pay "your" liability for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

**a. Governmental Action**

Seizures or destruction of property by order of governmental authority. But, "we" will pay for "loss" or damage caused by or resulting from acts of

destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Form.

**b. Nuclear Hazard**

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But “we” will pay for direct “loss” caused by resulting fire if the fire would be covered under this Coverage Form.

**c. War and Military Action**

- (1) War, including undeclared or civil war;
- (2) Warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

- 2. “We” will not pay “your” liability for “loss” caused by or resulting from any of the following:
  - a. Delay, loss of use, loss of market, the Covered Property reaching or exceeding its freshness or use by date.
  - b. Any Consequential “loss.”
  - c. “Loss” resulting from dishonest or criminal acts by you, any of “your” partners, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom “you” entrust the Covered Property for any purpose:
    - (1) Acting alone or in collusion with others; or

- (2) Whether occurring during the hours of employment or at any other time.

This exclusion does not apply to acts of destruction by “your” employees; however, theft by “your” employees is not covered.

- d. Voluntary parting with any property by you or by anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- e. Unauthorized instruction to transfer property to any person or to any place.
- f. Caused by or resulting from any of the following. But if “loss” by a covered cause of loss results, “we” will pay for that resulting “loss.”
  - (1) Intentional “loss.”
  - (2) Wear and tear, obsolescence, a hidden or latent defect or inherent vice in the property that causes it to damage or destroy itself, or causes it to gradually deteriorate.
  - (3) Insects, vermin or rodents.
- g. Unexplained “loss” or shortage discovered upon taking inventory.
- h. Any “loss” to illegal property.
- i. Packing and Handling. “We” do not pay for loss caused by improper packing or rough handling.
- j. Corrosion or contamination.
- k. Marring or scratching unless caused by a Covered Cause of Loss.
- l. Humidity, wetness, dampness or dryness unless it is a result of a Covered Cause of Loss.
- m. Spoilage, freezing, change in temperature, or extremes of temperature.

- n. Non-delivery or incorrect delivery of Covered Property unless the non-delivery or incorrect delivery is the result of a cause of "loss" not otherwise excluded by this Coverage Form.
  - o. Death or destruction of live animals, birds or fish resulting from or made necessary by:
    - (1) Stress, sickness or natural causes; or
    - (2) Any other factor that is not a Covered Cause of Loss.
  - p. Breakage of eggs, unless:
    - (1) The breakage is caused by a covered cause of loss; and
    - (2) Fifty Percent (50%) or more of the eggs in a shipping package are broken.
3. "We" will not pay for any costs, fines or penalties "you" incur for "your" violation of any law or regulation that applies to "your" delay in payments, denial or settlement of any claim made against "you" by others for "loss" to Covered Property.

**C. LIMITS OF INSURANCE**

The most "we" will pay in any one occurrence is the applicable Limit of insurance shown in the Declarations except as provided in A.4. Coverage Extensions.

**D. DEDUCTIBLE**

"We" will not pay for "loss" in any one occurrence until the amount of the "loss" before applying the applicable Limits of Insurance, exceeds the Deductible shown in the Declarations. "We" will then pay the amount of the "loss" in excess of the Deductible, up to the Limit of Insurance except as provided in A.4. Coverage Extensions.

**E. LOSS CONDITIONS**

The Following conditions apply in addition to the Common Policy Conditions:

**1. Abandonment**

There can be no abandonment of any Covered Property to us.

**2. Valuation**

The value of Covered Property will be the least of the following amounts:

- a. The actual cash value of that property;
- b. The cost of reasonably restoring that property to its condition immediately before loss or damage;
- c. The cost of replacing that property with substantially identical property; or
- d. The amount for which "you" are liable as a motor carrier.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

**3. Appraisal**

If "we" and "you" disagree on the value of the Covered Property or the amount of "loss," either may make written demand for an appraisal of the "loss." In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of court having jurisdiction. The appraisers will state separately the value of the Covered Property and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- (4) Pay its chosen appraiser; and
- (5) Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, "we" will still retain "our" right to deny the claim.

#### 4. What Must Be Done In Case of Loss

If there is a "loss" to Covered Property or an "auto" transporting Covered Property "you" must do the following:

- a. Notify the police if a law may have been broken or Covered Property is stolen.
- b. Give "us" prompt notice of the "loss" or damage. Include a description of the Covered Property involved.
- c. As soon as possible, give "us" a description of how, when and where the "loss" or damage occurred.
- d. Take all reasonable steps to protect the Covered Property from further damage and keep a record of "your" expenses necessary to protect the Covered Property for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, "we" will not pay for any subsequent "loss" or damage resulting from a cause of "loss" that is an excluded "loss." Also, if feasible, set the damaged Covered Property aside and in the best possible order for examination.
- e. You will not, except at "your" own cost, voluntarily make a payment, assume any obligation or incur any expense without "our" consent.
- f. As often as may be reasonably required, permit "us" to inspect the Covered Property proving the "loss" or damage and to examine "your" books and records.

Also permit "us" to take samples of damaged and undamaged Covered Property for inspection, testing and analysis, and permit "us" to make copies from "your" books and records.

At "our" request, give "us" complete shipping documents and inventories of the damaged and undamaged Covered Property including quantities, costs, values, and amount of "loss" claimed.

- g. If requested, permit "us" to question "you" under oath, at such times as may be reasonably required, about any

matter relating to this insurance or "your" claims, including "your" books and records. In such event, "your" answers must be signed.

- h. Immediately send "us" copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
- i. Send "us" a signed, sworn proof of loss containing the information "we" request to settle the claim. "You" must do this within 60 days after "our" request. "We" will supply "you" with the necessary forms.
- j. Cooperate with "us" in the investigation or settlement of the claim.

#### 5. Insurance Under Two or More Coverages

If two or more of this policy's coverages apply to the same "loss" or damage, "we" will not pay more than the actual amount of the "loss" or damage.

#### 6. How "We" Will Pay for Losses

- a. "We" will give notice of "our" intentions within 30 days after "we" receive the sworn proof of loss.
- b. "Loss" is payable to "you" and/or to the owner of the Covered Property, as interests may appear.
- c. In the case of Covered Property liability assumed under a written contract, this policy's coverage is primary.
- d. At "our" option, "we" may:
  - (1) Pay for repair or replace damaged or stolen Covered Property;
  - (2) Return the stolen Covered Property at "our" expense. "We" will pay for any damage that results to the Covered Property from the theft; or
  - (3) Take all or any part of the damaged or stolen Covered Property at an agreed or appraised value.

7. **Other Insurance**

- a. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Form. If “you” do, “we” will pay “our” share of the covered “loss” or damage. “Our” share is the proportion that the applicable Limit of Insurance under this Coverage Form bears to the Limits of Insurance of all insurance covering on the same basis.
- b. If there is other insurance covering the same “loss” or damage, other than that described in a. above, “we” will pay only for the amount of covered “loss” or damage in excess of the amount due from that other insurance, whether “you” can collect on it or not. But, “we” will not pay more than the applicable Limit of Insurance.

8. **Recovered Property**

If either “you” or “we” recover any Covered Property after “loss” settlement, that party must give the other prompt notice. At “your” option, the covered property will be returned to you. “You” must then return to “us” the amount “we” paid to “you” for the Covered Property. “We” will pay recovery expenses and the expenses to repair the recovered Covered Property, subject to the Limit of Insurance.

9. **Transfer of Rights of Recovery Against Others to Us**

If any person or organization to or for whom “we” make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to “us” to the extent of “our” payment. That person or organization must do everything necessary to secure “our” rights and must do nothing after “loss” to impair them.

F. **GENERAL CONDITIONS**

1. **Concealment, Misrepresentation or Fraud**

This Coverage Form is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by “you”

or any other insured, at any time, concerning:

- a. This Coverage Form;
- b. The Covered Property;
- c. Your interest in the Covered Property; or
- d. A claim under this Coverage Form.

2. **Legal Action Against Us**

No one may bring a legal action against “us” under this Coverage Form unless;

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. The action is brought within 2 years after “you” first have knowledge of the direct “loss” or damage.

3. **Reimbursement to Us**

“We” may endorse this policy at “your” request to comply with the requirements of the Federal Highway Administration or any other governmental authority.

If “we” pay any “loss” because of any such endorsement, “you” must promptly reimburse “us” for that payment and any other expenses “we” may incur in connection with it, however, “our” reimbursement will be required only to the extent that “we” do not cover that “loss” under this Coverage Form.

4. **No Benefit to Bailee**

No person or organization, other than you, who has care, custody or control of Covered Property will benefit from this insurance.

5. **Policy Period, Coverage Territory**

“We” cover “loss” or damage commencing:

- a. During the policy period shown in the Declarations; and

- b. Within the coverage territory. The coverage territory is the United States of America, its territories and possessions, Canada, and Puerto Rico.

## 6. Inspection

At “our” option, “we” may inspect the Covered Property and operations at any time. These inspections are for “our” benefit only. By “our” right to inspect or by “our” making any inspection, “we” make no representation that “your” Covered Property or operations are safe, not harmful to health or comply with any law, rule or regulation.

## 7. Transfer of Your Interest in This Policy

“Your” rights and duties under this policy may not be assigned without “our” written consent.

## 8. Bankruptcy

Bankruptcy or insolvency of the insured or the Named Insured’s estate will not relieve “us” of obligation under this Coverage Form.

## 9. Premium Audit

The estimated premium for this Coverage Form is based on the exposures reported by “you” at the inception of this policy. “We” will compute the final premium due upon determination of “your” actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

## G. DEFINITIONS

1. **“Auto”** means a land motor vehicle, “trailer” or semi-trailer designed for travel on public roads but does not include “mobile equipment.”

2. **“Loading and Unloading”** means hoisting, lifting or moving Covered Property onto or off of “your” covered “auto” to or from the ground or loading docks adjacent to such covered “auto,” but no more than 100 feet.

For auto haulers “loading and unloading” means moving Covered Property onto or off of “your” covered “auto,” but no more than 5,000 feet from the covered “auto.”

4. **“Loss”** means direct and accidental loss or damage.
5. **“Manufactured homes”** includes modular and mobile homes.
6. **“Mobile Equipment”** means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises “you” own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in paragraphs **a.**, **b.**, **c.** or **d.**, above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers.
- f. Vehicles not described in paragraphs **a.**, **b.**, **c.** or **d.**, above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not “mobile equipment” but will be considered “autos”:
- (1) Equipment designed primarily for:
    - (a) Snow removal;
    - (b) Road maintenance, but not construction or resurfacing; or
    - (c) Street Cleaning;
  - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- However, “mobile equipment” does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered “autos”.
- 7. **“Pollutants”** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
  - 8. **“Trailer”** includes semi-trailer or a dolly used to convert a semi-trailer into a “trailer.”
  - 9. **“Warehouseman”** means:  
  
A motor carrier who removes any covered property from a “trailer” for the purpose of storage for more than seven (7) consecutive days, or for other than for the immediate transfer of covered property to another trailer as a result of accident or breakdown.

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

## **NAMED PERILS AMMENDMENT**

This endorsement modifies insurance under the following:

MOTOR TRUCK CARGO COVERAGE FORM

Paragraph A.3 Covered Causes of Loss is replaced by:

### 3. Covered Causes of Loss

Covered Causes of Loss means “your” liability for risks of direct physical “loss” to Covered Property caused by the following perils:

1. fire;
2. lightning;
3. windstorm;
4. hail;
5. collision, overturn, or derailment of transporting conveyance;
6. collapse of a bridge or culvert; and
7. theft.

# PROPERTY COVERED ENDORSEMENT

This policy covers lawful goods and merchandise consisting of:

Unless the following commodities are listed above, "your" coverage of the property described below is limited.

1. Alcoholic Beverages other than Beer
2. Batteries
3. Electronic Equipment and/or Media
4. Clothing including Footwear
5. Furs or Fur-trimmed Garments
6. Jewelry
7. Meats and Seafood
8. Precious and Semi-Precious Stones or Metals
9. Pharmaceuticals
10. Tobacco Products

Coverage is limited as follows:

"We" cover direct physical loss:

1. If caused by a Covered Cause of Loss other than theft; or
2. If resulting from theft, "we" will pay up to ten percent (10%) of the limit of insurance applicable to the covered "auto" from which the property was stolen.

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

## **OWNED PROPERTY ENDORSEMENT**

The following is added to the COVERAGE section of your policy under 4.Coverage Extensions:

- h.** Your Property -- "We" cover direct physical loss caused by a Covered Cause of Loss to "your" property described on the PROPERTY COVERED ENDORSEMENT. "We" cover "your" described property while in due course of transit on or in a covered "auto".

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

## **AGGREGATE DEDUCTIBLE REFERENCE**

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO COVERAGE FORM

At the time this policy was issued, an Aggregate Deductible Endorsement was in effect on policy \_\_\_\_\_.

If the above policy and endorsement are in-force at the time of "loss", the following coverage modification applies to this policy:

Our obligation to pay for losses covered by the policy will be reduced by any applicable deductible shown in the policy and its coverage parts, subject to a maximum aggregate deductible per accident. The maximum aggregate deductible, shown on the Aggregate Deductible Endorsement of the above referenced policy, is applied per accident to each combination of a power unit towing a trailer containing cargo involved in any one "loss".

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

## **COVERAGE LIMITATION ENDORSEMENT**

This endorsement modifies insurance under the following:

MOTOR TRUCK CARGO COVERAGE FORM

This endorsement shall apply only to the following coverage(s) when an X is entered in the applicable box.

- Loading and Unloading.** Under A.1. Covered Property, paragraph (3) "Loading and Unloading" is deleted. "Loading and Unloading" coverage is removed from this policy.
  
- Mechanical Breakdown.** Under A.4. Coverage Extensions, paragraph c. Mechanical Breakdown is deleted. Mechanical Breakdown coverage is removed from this policy.

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

## **INTERMODAL OPERATIONS ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

SCHEDULE	
Name of Person or Organization :	Companies selected on the UIIA Equipment Provider List, Form 5C, furnished by the Insured and which are designated on the list with a double asterisk (**) are additional insureds but only as respects their interests in this coverage and subject to all policy terms, conditions, exclusions and endorsements attached to this policy.
Address :	
Premium :	\$ 0

**POLICY REPORTING FORM**  
(composite rating form)

**Motor Truck Cargo**

**Schedule of Computation**

- 1. Estimated
- 2. Annual Rate Per \$
- 3. Estimated Annual Premium \$
- 4. Escrow Deposit \$
- 5. Due Date for Escrow Deposit – upon issuance of this policy
- 6. Annual Minimum Premium \$
- 7. Reporting Period: Rate: Monthly Minimum Premium \$

From    To    Report Due by

1.

Countersigned by: \_\_\_\_\_  
(Authorized Representative)

## REPORTING CONDITIONS

If "you" have a reporting policy, the following conditions apply:

- 1) The Escrow Deposit shown on the front of this form is due upon issuance of this policy. The Escrow Deposit may take the form of Cash Collateral, or an acceptable Letter of Credit.
- 2) All additions, deletions or changes which effect coverage must be reported each reporting period.
- 3) Each report, based on the method of reporting, will be due and the premium payable within ten (10) days after the end of each reporting period.
- 4) "We" compute "your" premium by multiplying the applicable rate(s) shown on the front of this form by the premium basis "you" have reported (or which was determined by "us" at audit), as of the last day for which coverage was afforded, subject to the applicable monthly and/or annual minimum premium.
- 5) "You" must keep an accurate record of all information pertaining to this insurance for the period of coverage. "We" have the right to audit your books and other records at any time during the policy period and up to one (1) year thereafter.
- 6) If "your" policy is cancelled prior to the expiration, "you" must furnish "us" "your" final report which shall be inclusive up to 12:01 a.m. of the cancellation date.
- 7) Whether "your" policy is cancelled or remains in effect until expiration, the final adjustment of premium will be made as follows:
  - a) "we" will hold "your" Escrow Deposit until a final audit can be conducted after the cancellation or expiration date of the policy;
  - b) "we" will compare the total audited premium to the sum of the Escrow Deposit and all billed premium;
  - c) if the final audited premium is more than the billed premium, "you" must pay "us" the difference; "We" may utilize all or a portion of "your" Escrow Deposit to satisfy the final audited premium.
    - i) If "your" Escrow Deposit covers the entire additional premium due, "we" will refund (if Cash Collateral) or release (if Letter of Credit) any excess Escrow Deposit.
    - ii) If "your" Escrow Deposit does not cover the entire additional premium due, "you" must pay "us" the additional excess premium due.
  - d) if the final audited premium (after application of any annual minimum premium charge) is less than the billed premium, "we" will refund the difference; In this case, "we" will also refund (if Cash Collateral) or release (if Letter of Credit) "your" Escrow Deposit.
  - e) If the final audited premium (after application of any annual minimum premium charge) is equal to the billed premium, "we" will refund (if Cash Collateral) or release (if Letter of Credit) "your" Escrow Deposit.

## DEFINITIONS

When used as a premium basis:

### GROSS RECEIPTS

Gross Receipts means the total amount to which you are entitled for shipping or transporting property during the policy period regardless of whether you or any other carrier originate the shipment or transportation. "Gross Receipts" includes the total amount received from renting equipment, with or without drivers, to anyone who is not a "trucker" and 15% of the total amount received from renting any equipment to any "trucker".

Gross Receipts does not include:

- A. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own Federal or State authority.
- B. Advertising Revenue
- C. Taxes which you collect as a separate item and remit directly to a governmental division
- D. C.O.D. collections for cost of mail or merchandise including collection fees
- E. Warehouse storage fees
- F. Fuel Surcharges

### MILEAGE

Mileage means the total miles operated by all autos, loaded or unloaded, during the policy period. Mileage shall include the total miles developed from the rental of equipment, with or without drivers.

### NUMBER OF AUTOS

Number of autos is all automobiles covered by the policy owned by others, but operated in the insured's trucking business (commonly referred to as Owner Operators).

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

## **ADDITIONAL PERILS EXCLUDED**

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### **ADDITIONAL PERILS EXCLUDED**

---

When an X appears inside the brackets below "we" do not cover the perils described:

- 1. Theft
- 2. Labor Disturbances -- "We" do not pay for loss caused by labor disturbances including strikes, lock outs, riots, civil commotion, or the acts of any person taking part in a labor disturbance.
- 3. Shifting, Packing, and Handling -- "We" do not pay for loss caused by shifting of load, improper packing, or rough handling. "We" do pay for loss caused by a "specified peril".
- 4. Wear and Tear -- "We" do not pay for loss caused by wear and tear.

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

## **ADDITIONAL PERILS EXCLUDED**

---

### **ADDITIONAL PERILS EXCLUDED**

---

When an X appears inside the brackets below "we" do not cover the perils described:

- 1. Labor Disturbances -- "We" do not pay for loss caused by labor disturbances including strikes, lock outs, riots, civil commotion, or the acts of any person taking part in a labor disturbance.
- 2. Shifting, Packing, and Handling -- "We" do not pay for loss caused by shifting of load, improper packing, or rough handling. "We" do pay for loss caused by a "specified peril".
- 3. Wear and Tear -- "We" do not pay for loss caused by wear and tear.



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

## **UNHOOKED TRAILER ENDORSEMENT**

It is understood and agreed the policy to which this endorsement is attached is amended as follows:

Coverage is provided for any trailer owned or operated by the named insured while unattached subject to the following conditions:

- 1) Coverage is afforded while hauling for \_\_\_\_\_ only and, while on premises owned or controlled by them and,
- 2) Coverage applies only while the cargo is in your care, custody and control under a bill of lading, contract of carriage or shipping receipt issued by "you" and,
- 3) Coverage is in effect from the moment the trailer becomes unattached and for (48) hours thereafter.

Premium: \$\_\_\_\_\_ adjustable at \$\_\_\_\_\_ per trailer.

All other terms and conditions of the policy remain unchanged.

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

## **LIMITED COVERAGE FOR TRAILERS ATTACHED TO SCHEDULED POWER UNITS**

It is hereby understood and agreed that the PROPERTY COVERED section of your MOTOR TRUCK CARGO LIABILITY COVERAGE FORM is replaced by the following

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### **PROPERTY COVERED**

---

**Vehicles** - "We" cover direct physical loss caused by a covered peril to property of others described on the "declarations". "We" cover described property while in due course of transit on or in all scheduled power units owned or operated by the named insured and any undescribed trailers or semi-trailers while attached to any scheduled power unit owned or operated by the named insured.

All other policy terms and provisions remain unchanged

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

## **LIMITED PROPERTY COVERAGE**

When an  appears inside the bracket below, "your" coverage of the property described is limited:

Breakage of Eggs

"We" cover Breakage of Eggs within each shipping package if:

1. the breakage is caused by a covered peril; and
2. fifty percent (50%) or more of the eggs in a shipping package are broken.

"We" do not pay more than \$ 200. for each shipping package.

When an X appears inside the brackets below, "your" coverage of the property described is limited:

- 1. alcoholic beverages
- 2. drugs
- 3. furs
- 4. fur trimmed garments
- 5. tobacco products

Coverage is limited as follows.

"We" cover direct physical loss:

1. if caused by a covered peril other than theft or
2. by theft, "we" will pay up to ten percent (10%) of "your" "limit" for "any one vehicle".

# POLICY REPORTING FORM

("You" have a reporting policy.)

(TYPE OF COVERAGE GOES HERE)

## Schedule of Computation

- |  |  |        |  |                 |    |
|--|--|--------|--|-----------------|----|
| 1. Per Vehicle Limit   |  |        |  |                 | \$ |
| 2. Estimated   |  |        |  |                 | \$ |
| 3. Annual Rate Per   |  |        |  |                 | \$ |
| 4. Estimated Annual Premium                                    |  |        |  |                 | \$ |
| 5. Cash Collateral   |  |        |  |                 | \$ |
| 6. Due Date for Cash Collateral – upon issuance of this policy |  |        |  |                 |    |
| 7. Annual Minimum Premium                                      |  |        |  |                 | \$ |
| 8. Reporting Period :  |  | Rate : |  | Minimum Premium | \$ |

	From	To	Report Due by
1.			

Countersigned by: \_\_\_\_\_  
(Authorized Representative)

## REPORTING CONDITIONS

If "you" have a reporting policy, the following conditions apply:

1. The Cash Collateral shown on "your" POLICY REPORTING FORM, Schedule of Computation, endorsement is due upon issuance of this policy.
2. All additions, deletions or changes which effect coverage must be reported each reporting period.
3. Each report, based on the method of reporting, will be due and the premium payable within ten (10) days after the end of each reporting period.
4. "You" must keep an accurate record of all information pertaining to this insurance for the period of covered. "We" have the right to audit your books and other records at any time during the policy period and up to one (1) year thereafter.
5. If "your" policy is cancelled prior to the expiration, "you" must furnish "us" "your" final report which shall be inclusive up to 12:01 a.m. of the cancellation date.
6. If "your" policy remains in effect until expiration, the final adjustment of premium will be made as follows:
  - a. "we" will hold "your" Cash Collateral until the expiration of the policy;
  - b. "we" will compare the total annual computed premium to the sum of the Cash Collateral and all billed premium;
  - c. if the final annual computed premium is more than the sum of the Cash Collateral and all billed premium, "you" must pay "us" the difference;
  - d. if the final annual computed premium is more than the sum of the Cash Collateral and all billed premium, "we" will refund the difference;
7. "We" compute "your" premium by multiplying the applicable rate(s) shown on "your" POLICY REPORTING FORM, Schedule of Computation, endorsement by the premium basis "you" have reported (or which was determined by "us" at audit), as of the last day for which coverage was afforded, subject to the applicable minimum premium.

# POLICY REPORTING FORM

(composite rating form)

(TYPE OF COVERAGE GOES HERE)

## Schedule of Computation

- |   |        |                 |  |    |
|---|--------|-----------------|--|----|
| 1. Per Vehicle Limit  |        |                 |  | \$ |
| 2. Estimated  |        |                 |  | \$ |
| 3. Annual Rate per  |        |                 |  | \$ |
| 4. Estimated Annual Premium                                     |        |                 |  | \$ |
| 5. Letter of Credit   |        |                 |  | \$ |
| 6. Due Date for Letter of Credit – upon issuance of this policy |        |                 |  |    |
| 7. Annual Minimum Premium                                       |        |                 |  | \$ |
| 8. Reporting Period :   | Rate : | Minimum Premium |  | \$ |

	From	To	Report Due by
1.			

Countersigned by: \_\_\_\_\_  
(Authorized Representative)

## REPORTING CONDITIONS

If "you" have a reporting policy, the following conditions apply:

1. The Letter of Credit shown on "your" POLICY REPORTING FORM, Schedule of Computation, endorsement is due upon issuance of this policy.
2. All additions, deletions or changes which effect coverage must be reported each reporting period.
3. Each report, based on the method of reporting, will be due and the premium payable within ten (10) days after the end of each reporting period.
4. "You" must keep an accurate record of all information pertaining to this insurance for the period of covered. "We" have the right to audit your books and other records at any time during the policy period and up to one (1) year thereafter.
5. If "your" policy is cancelled prior to the expiration, "you" must furnish "us" "your" final report which shall be inclusive up to 12:01 a.m. of the cancellation date.
6. If "your" policy remains in effect until expiration, the final adjustment of premium will be made as follows:
  - a. "we" will hold "your" Letter of Credit until the expiration of the policy;
  - b. "we" will compare the total annual computed premium to the sum of the Letter of Credit and all billed premium;
  - c. if the final annual computed premium is more than the sum of the Letter of Credit and all billed premium, "you" must pay "us" the difference;
  - d. if the final annual computed premium is more than the sum of the Letter of Credit and all billed premium, "we" will refund the difference;
7. "We" compute "your" premium by multiplying the applicable rate(s) shown on "your" POLICY REPORTING FORM, Schedule of Computation, endorsement by the premium basis "you" have reported (or which was determined by "us" at audit), as of the last day for which coverage was afforded, subject to the applicable minimum premium.

# PROPERTY COVERED ENDORSEMENT

This policy covers lawful goods and merchandise consisting of:



**Insurance Application**  
**Motor Truck Cargo Supplement**

**SECTION A - GENERAL INFORMATION**

1. Applicant Name: \_\_\_\_\_ Policy Number: \_\_\_\_\_  
 2. Please provide commodity information in the table below. *(If additional space required, attach schedule.)*

Commodity	Average Load Value	Maximum Load Value	%	Commodity	Average Load Value	Maximum Load Value	%

3. Do you haul under released bill of lading?  Yes  No *If Yes, explain in **Remarks Section** and attach copies.*  
 4. Do you back haul the property of others?  Yes  No *If Yes, explain in **Remarks Section**. Include for whom and types of cargo.*  
 5. Are vehicles left loaded overnight?  Yes  No *If Yes, explain in **Remarks Section**. Include frequency.*  
 6. How many of your units have alarm systems? \_\_\_\_\_ *If one (1) or more, explain in **Remarks Section**. Include types.*  
 7. How many of your units are equipped with fire extinguishers? \_\_\_\_\_ *If any, describe types in **Remarks Section**.*

**SECTION B - COVERAGE INFORMATION**

1. Indicate Coverage desired:  Broad Form  Named Perils + Theft  Named Perils (excluding theft)  
 2. Cargo Coverage Limit:\$ \_\_\_\_\_ Deductible:\$ \_\_\_\_\_ Per Item Limit: \$ \_\_\_\_\_  
 3. Do you want Mechanical Breakdown coverage?  Yes  No *If Yes, indicate desired deductible: \_\_\_\_\_*  
 4. Do you want theft coverage?  Yes  No  
 5. Do you want cargo terminal coverage?  Yes  No *If Yes, complete **Terminal Supplement**.*  
 6. If you desire additional coverages, describe requested coverages, applicable limits and deductibles. \_\_\_\_\_  
 7. Does your operation require Cargo Filings?  Yes  No *If Yes, complete **Filing Supplement**.*  
 8. Do you want loading and unloading coverage?  Yes  No Describe Mechanical Equipment used in Remarks Section.  
 9. Complete table below:

Name of Previous Carrier	Cargo Hauled	Limit	Premium	Effective Date	Expiration Date
			\$		
			\$		
			\$		

**SECTION C - REMARKS SECTION**

*Provide additional information in the space below. If you are explaining answers to particular questions, please indicate the section and question numbers.*

**INITIALED BY:** APPLICANT: \_\_\_\_\_ DATE \_\_\_\_\_ AGENCY: \_\_\_\_\_ DATE \_\_\_\_\_



## Insurance Application Terminal Supplement

Complete this supplement if the **FLEET VALUE** is \$ 750,000 or Greater **OR** If you are requesting legal liability coverage for goods kept at or in a terminal. **Complete one Supplement for each terminal location.**

### SECTION A - GENERAL INFORMATION

1. Applicant Name: \_\_\_\_\_ Policy Number: \_\_\_\_\_

2. Terminal Address: \_\_\_\_\_  
\_\_\_\_\_

3. What is the total possible number of units that may be kept **INSIDE** the building at any one time? \_\_\_\_\_

4. What is the total possible number of units that may be kept **OUTSIDE** the building at any one time? \_\_\_\_\_

5. Is the location of your terminal susceptible to flooding?  Yes  No *If Yes, explain in **Remarks Section**.*

6. Terminal Security (check all applicable):  
 24 hr security     Fire/Burglar Alarms     Secured by guard service     Monitored by insured employees  
 Dogs on Premises     No formal security     Surveillance Cameras     Fire Arms on Premises  
 Other \_\_\_\_\_

7. Construction: \_\_\_\_\_ Year Built: \_\_\_\_\_ Year and Type of Updates: \_\_\_\_\_  
 Total Building Square Footage: \_\_\_\_\_ Total Square Footage You Occupy: \_\_\_\_\_  
 Total Unoccupied/Vacant Square Footage: \_\_\_\_\_

8. Fire Dept. Proximity: \_\_\_\_\_ Public Protection Class: \_\_\_\_\_

9. Is Terminal sprinklered?  Yes  No *If Yes, provide %:* \_\_\_\_\_

10. Does the terminal have a repair shop on site?  Yes  No

11. Does the terminal have a paint shop?  Yes  No *If Yes, is there an approved spray booth on site?*  Yes  No

12. Is welding done on site?  Yes  No

13. Any cooking other than Microwave?  Yes  No *If Yes, explain.* \_\_\_\_\_

14. Is Terminal Lot lit?  Yes  No

15. Is Terminal Lot completely enclosed by fence?  Yes  No

### SECTION B - COVERAGES

1. **AUTO PHYSICAL DAMAGE** - Complete the following:

	Limit	MAXIMUM NUMBER OF UNITS (NON-HOLIDAYS)	TOTAL VALUE OF UNITS (NON-HOLIDAYS)	AVERAGE NUMBER OF UNITS (HOLIDAYS)	TOTAL VALUE OF UNITS (HOLIDAYS)
Terminal Building					
Terminal Lot					

2. If **CARGO TERMINAL COVERAGE** is requested, complete the following (written with Cargo coverage only):

- What is the **average** value of goods of others kept in or at the terminal? \_\_\_\_\_
- What is the **maximum** value of goods of others kept in or at the terminal? \_\_\_\_\_
- Limit desired? \_\_\_\_\_
- The **Motor Truck Cargo Supplement** must accompany this application.

### SECTION C - REMARKS SECTION

Provide additional information in the space below. If you are explaining answers to particular questions, please indicate the **section** and **question** numbers.

**INITIALED BY:** APPLICANT: \_\_\_\_\_ DATE \_\_\_\_\_ AGENCY: \_\_\_\_\_ DATE \_\_\_\_\_

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

## **LIMITED COVERAGE FOR NON-OWNED TRAILERS**

It is hereby understood and agreed that the PROPERTY COVERED section of your MOTOR TRUCK CARGO LIABILITY COVERAGE FORM is replaced by the following:

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### **PROPERTY COVERED**

---

**Vehicles** - "We" cover direct physical loss caused by a covered peril to property of others described on the "declarations" while in due course of transit in or on:

- a. Any scheduled power unit owned or operated by the named insured.
- b. Any owned trailer or semi-trailer
- c. Any other trailer or semi-trailer while:
  1. attached to a scheduled power unit owned or operated by the named insured,
  2. in a garage, terminal or depot for a period not exceeding forty-eight (48) hours, plus intervening Sunday and legal holidays, or
  3. unattached as the result of an accident or breakdown and awaiting either repair, or transfer of the cargo to another trailer for a period not exceeding twenty-four (24) hours."

All other policy terms and provisions remain unchanged.

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

## **MOTOR TRUCK CARGO ARKANSAS AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO COVERAGE FORM

Under LOSS CONDITIONS, paragraph 3. Appraisal is replaced by:

### 3. Appraisal

If “we” and “you” disagree on the value of the Covered Property or the amount of “loss,” either may make written demand for an appraisal of the “loss.” In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of court having jurisdiction. The appraisers will state separately the value of the Covered Property and amount of “loss.” If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be *non-binding* and *voluntary*. Each party will:

- (1) Pay its chosen appraiser; and
- (2) Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, “we” will still retain “our” right to deny the claim.

Under GENERAL CONDITIONS, Legal Action Against Us, paragraph b. is replaced by:

- b. The action is brought within five (5) years after “you” first have knowledge of the direct “loss” or damage.

*SERFF Tracking Number: HNST-125294479*

*State: Arkansas*

*Filing Company: Lincoln General Insurance Company*

*State Tracking Number: AR-PC-07-026188*

*Company Tracking Number: 2007AR18CM*

*TOI: 09.0 Inland Marine*

*Sub-TOI: 09.0005 Other Commercial Inland Marine*

*Product Name: Commercial Marine - Motor Truck Cargo*

*Project Name/Number: Motor Truck Cargo Forms/2007AR18CM*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: HNST-125294479

State: Arkansas

Filing Company: Lincoln General Insurance Company

State Tracking Number: AR-PC-07-026188

Company Tracking Number: 2007AR18CM

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Commercial Marine - Motor Truck Cargo

Project Name/Number: Motor Truck Cargo Forms/2007AR18CM

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Comments:**

**Attachment:**

Transmittal Doc.pdf

**Review Status:**

Approved

10/24/2007

**Satisfied -Name:** Explanatory Memo

**Comments:**

**Attachment:**

Forms Explanatory Memo.pdf

**Review Status:**

Approved

10/24/2007

## Property & 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: <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 5px;"> <tr> <td style="width: 60%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b>	<b>Group NAIC #</b>
Kingsway Financial Group	1326

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Lincoln General Insurance Company	PA	33855	23-2023242	N/A

<b>5. Company Tracking Number</b>	2007AR18CM
-----------------------------------	------------

**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	David Csurics PO BOX 3709 3501 Concord Road York, PA 17402	Filing Analyst	800-876-3350 x6310	717-757-7917	dcsurics@lincolngeneral.com
<b>7.</b>	Signature of authorized filer				
<b>8.</b>	Please print name of authorized filer		David A. Csurics		

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

<b>9. Type of Insurance (TOI)</b>	Commercial Marine
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	Inland Marine
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	N/A
<b>12. Company Program Title (Marketing title)</b>	Commercial Marine – Motor Truck Cargo Forms
<b>13. Filing Type</b>	<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)
<b>14. Effective Date(s) Requested</b>	New: 01-01-2008      Renewal: 01-01-2008
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization (if applicable)</b>	N/A
<b>17. Reference Organization # &amp; Title</b>	N/A
<b>18. Company's Date of Filing</b>	09-24-2007
<b>19. Status of filing in domicile</b>	<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>	<b>This filing transmittal is part of Company Tracking #</b>	2007AR18CM
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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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Lincoln General Insurance Company has created a new Motor Truck Cargo Product. We anticipate being able to issue the new product under a Commercial Marine policy by January 1, 2008, which is the proposed effective date of this filing. The filing is rate neutral, as the forms being filed will have no rate impact. The attached explanatory memo contains details of each form being submitted, replaced, or withdrawn in this filing.

<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. This filing transmittal is part of Company Tracking #</b>		2007AR18CM			
<b>2. This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)		2007AR18CM			
<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	Motor Truck Cargo Supplement	LGSUP 0007 05 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Terminal Supplement	LGSUP 0008 05 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Named Perils Amendment	LGC 0002 05 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Motor Truck Cargo Coverage Form	LGC 0001 05 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Property Covered Endorsement	LGC 0003 05 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Owned Property Endorsement	LGC 0005 05 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Aggregate Deductible Reference	LGC 0006 05 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Coverage Limitation Endorsement	LGC 0007 05 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Intermodal Operations Additional Insured	LGC 1218 05 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Policy Reporting Form	LGC 1249 05 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Additional Perils Excluded	L 1172 02 95	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
12	Additional Perils Excluded (Not Theft) (Use with 7450)	L 1173 02 95	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
13	General Change Endorsement	L 1183 02 96	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
14	Limited Coverage for Non-Owned Trailers (With IM 7405)	L 6078 11 00	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
15	Unhooked Trailer Endorsement	L 6080 02 98	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		

16	Limited Coverage for Non-Owned Trailers (Use with IM 7451)	L 6085 02 99	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
17	Limited Coverage for Non-Owned Trailers (Use with IM 7451)	L 6085 11 00	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
18	Limited Property Coverage	L 1169 02 95	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
19	Reporting Schedule – Cash Collateral	L 1239 07 98	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
20	Reporting Schedule – Letter of Credit	L 1240 07 98	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
21	Property Covered Endorsement	L 6072 12 97	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
22			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

# Commercial Marine - Motor Truck Cargo Forms Filing

<b>NEW FORMS</b>			
<b>FORM NUMBER</b>	<b>FORM TITLE</b>	<b>FORM USE</b>	<b>EXPLANATION</b>
LGC 0001 05 07	Motor Truck Cargo Coverage Form	Optional	Replaces IM 7450, IM 7451, IM 7452,(Coverage Forms) IM 7461(Refrigeration Breakdown)
LGC 0002 05 07	Named Perils Amendment	Optional	This endorsement amends LGC 0001 to provide only Named Perils coverage.
LGC 0003 05 07	Property Covered Endorsement	Mandatory	Replaces L 1169 02 95 (Limited Property Coverage) and L6072 12 97 (Property Covered)
LGC 0005 05 07	Owned Property Endorsement	Optional	Similar to L 6081 05 98, but compatible with new LGC 0001. This endorsement revises LGC 0001 to include coverage for Owned Goods (in addition to the legal liability coverage provided.)
LGC 0006 05 07	Aggregate Deductible Reference	Optional	This form will reference a companion auto policy if aggregate deductible endorsement applies.
LGC 0007 05 07	Coverage Limitation Endorsement	Optional	This form is necessary to integrate our new coverage form with our old rating system. Our new form automatically includes mechanical breakdown and loading/unloading. This form allows the insured to opt out of one or both of those coverages (in accordance with our current rating procedure). When the new rating plan goes into effect, this form should be withdrawn. MB and L/UL will be appropriately factored into the commodity rates.
LGC 1218 05 07	Intermodal Operations Additional Insured	Optional	This endorsement allow intermodal operations to be added as additional insureds.
LGC 1249 05 07	Policy Reporting Form	Optional	either Cash Collateral or Letter of Credit policies. Similar to Trucking Endorsement of same number, minus the "Value" definition. Replaces L 1239 07 98 (Reporting
LGSUP 0007 05 07	MTC Supplement	Optional	Deleted question about mechanical breakdown since it is included in the coverage form. Inserted choice for Theft exclusion.
LGSUP 0008 05 07	Terminal Supplement	Optional	Deleted question "How many days after unloading is coverage required?" since the coverage form mandates seven (7) days.

## Commercial Marine - Motor Truck Cargo Forms Filing

<b>WITHDRAWN FORMS</b>			
FORM NUMBER	FORM TITLE	FORM USE	EXPLANATION
L 1172 02 95	Additional Perils Excluded	Optional	We only wanted to offer theft exclusion.
L 1173 02 95	Additional Perils Excluded (Not Theft) (Use With 7450)	Optional	Not offering these exclusions.
L 1183 02 96	General Change Endorsement	Optional	Duplicate form number.
L 6078 11 00	Limited Coverage for Non-Owned Trailers (With IM 7405)	Optional	Included in new coverage form.
L 6080 02 98	Unhooked Trailer Endorsement	Optional	Included in new coverage form for 48 hrs
L 6085 02 99	Limited Coverage for Non-Owned Trailers (Use With IM 7451)	Optional	IM 7451 Withdrawn
L 6085 11 00	Limited Coverage for Non-Owned Trailers (Use With IM 7451)	Optional	IM 7451 Withdrawn
L 1169 02 95	Limited Property Coverage	Mandatory	Replaced by LGC 0003 05 07. We are combining the Limited Property and Property Covered Endorsements.
L 1239 07 98	Reporting Schedule - Cash Collateral	Optional	Replaced by LGC 1249 05 07
L 1240 07 98	Reporting Schedule - Letter Of Credit	Optional	Replaced by LGC 1249 05 07
L 6072 12 97	Property Covered Endorsement	Mandatory	Replaced by LGC 0003 05 07. We are combining the Limited Property and Property Covered Endorsements.

*SERFF Tracking Number:*      *HNST-125294479*                      *State:*                      *Arkansas*  
*Filing Company:*              *Lincoln General Insurance Company*              *State Tracking Number:*      *AR-PC-07-026188*  
*Company Tracking Number:*      *2007AR18CM*  
*TOI:*                      *09.0 Inland Marine*                      *Sub-TOI:*                      *09.0005 Other Commercial Inland Marine*  
*Product Name:*              *Commercial Marine - Motor Truck Cargo*  
*Project Name/Number:*      *Motor Truck Cargo Forms/2007AR18CM*

## Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

<b>Original Date:</b>	<b>Schedule</b>	<b>Document Name</b>	<b>Replaced Date</b>	<b>Attach Document</b>
No original date	Supporting Document	Uniform Transmittal Document-Property & Casualty	09/18/2007	Transmittal Doc.pdf

## Property & 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: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b>	<b>Group NAIC #</b>
Kingsway Financial Group	1326

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Lincoln General Insurance Company	PA	33855	23-2023242	N/A

<b>5. Company Tracking Number</b>	2007AR18CM
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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
	David Csurics PO BOX 3709 3501 Concord Road York, PA 17402	Filing Analyst	800-876-3350 x6310	717-757-7917	dcsurics@lincolngeneral.com
<b>7.</b>	Signature of authorized filer				
<b>8.</b>	Please print name of authorized filer		David A. Csurics		

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

<b>9. Type of Insurance (TOI)</b>	Commercial Marine
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	Inland Marine
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	N/A
<b>12. Company Program Title (Marketing title)</b>	Commercial Marine – Motor Truck Cargo Forms
<b>13. Filing Type</b>	<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)
<b>14. Effective Date(s) Requested</b>	New: 01-01-2008      Renewal: 01-01-2008
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization (if applicable)</b>	N/A
<b>17. Reference Organization # &amp; Title</b>	N/A
<b>18. Company's Date of Filing</b>	09-24-2007
<b>19. Status of filing in domicile</b>	<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>	<b>This filing transmittal is part of Company Tracking #</b>	2007AR18CM
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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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<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.)

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<b>2. This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)		2007AR18CM			
<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	Motor Truck Cargo Supplement	LGSUP 0007 05 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	LGSUP 0007 09 05	N/A
02	Terminal Supplement	LGSUP 0008 05 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	LGSUP 0008 09 05	N/A
03	Named Perils Amendment	LGC 0002 05 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Schedule of Coverage	IM 7456 01 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Motor Truck Cargo Coverage Form	LGC 0001 05 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Property Covered Endorsement	LGC 0003 05 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Owned Property Endorsement	LGC 0005 05 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Aggregate Deductible Reference	LGC 0006 05 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Coverage Limitation Endorsement	LGC 0007 05 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Intermodal Operations Additional Insured	LGC 1218 05 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Policy Reporting Form	LGC 1249 05 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Additional Perils Excluded	L 1172 02 95	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
13	Additional Perils Excluded (Not Theft) (Use with 7450)	L 1173 02 95	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
14	General Change Endorsement	L 1183 02 96	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
15	Limited Coverage for Non-Owned Trailers (With IM 7405)	L 6078 11 00	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		

16	Unhooked Trailer Endorsement	L 6080 02 98	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
17	Limited Coverage for Non-Owned Trailers (Use with IM 7451)	L 6085 02 99	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
18	Limited Coverage for Non-Owned Trailers (Use with IM 7451)	L 6085 11 00	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
19	Limited Property Coverage	L 1169 02 95	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
20	Reporting Schedule – Cash Collateral	L 1239 07 98	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
21	Reporting Schedule – Letter of Credit	L 1240 07 98	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
22	Property Covered Endorsement	L 6072 12 97	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
23			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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