

<i>SERFF Tracking Number:</i>	<i>PRAE-125286567</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Praetorian Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026115</i>
<i>Company Tracking Number:</i>	<i>PIC-AR-IUI-IM-F-01</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>Motor Truck Cargo</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## Filing at a Glance

Company: Praetorian Insurance Company

Product Name: Motor Truck Cargo

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Filing Type: Form

SERFF Tr Num: PRAE-125286567 State: Arkansas

SERFF Status: Closed

Co Tr Num: PIC-AR-IUI-IM-F-01

Co Status:

Author: Kristen Garraffa

Date Submitted: 09/18/2007

State Tr Num: AR-PC-07-026115

State Status:

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

Disposition Date: 10/05/2007

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal): On Approval

Effective Date (New): 10/05/2007

Effective Date (Renewal):

10/05/2007

## General Information

Project Name:

Project Number:

Reference Organization: ISO and AAIS

Reference Title: N/A

Filing Status Changed: 10/05/2007

State Status Changed: 09/18/2007

Corresponding Filing Tracking Number: N/A

Filing Description:

Praetorian Insurance Company submits for your review and approval this initial form filing for our new Motor Truck Cargo Program. Since Motor Truck Cargo falls under the Non-Filed Class of Inland Marine, it is our understanding that the rates and rules for this program are exempt from filing requirements.

Status of Filing in Domicile: Not Filed

Domicile Status Comments:

Reference Number: N/A

Advisory Org. Circular: N/A

Deemer Date:

This program offers independent forms, that will be used in conjunction with ISO and AAIS forms.

SERFF Tracking Number: PRAE-125286567 State: Arkansas  
 Filing Company: Praetorian Insurance Company State Tracking Number: AR-PC-07-026115  
 Company Tracking Number: PIC-AR-IUI-IM-F-01  
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine  
 Product Name: Motor Truck Cargo  
 Project Name/Number: /

## Company and Contact

### Filing Contact Information

Kristen Garraffa, Senior Filing Analyst kgarraffa@praetorianfinancial.com  
 88 Pine Street (212) 805-9700 [Phone]  
 New York, NY 10005 (212) 805-9806[FAX]

### Filing Company Information

Praetorian Insurance Company CoCode: 37257 State of Domicile: Illinois  
 Wall Street Plaza Group Code: 796 Company Type: Property & Casualty  
 88 Pine Street  
 New York, NY 10005 Group Name: QBE Insurance State ID Number:  
 Group Ltd  
 (212) 805-9700 ext. [Phone] FEIN Number: 36-3030511  
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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Praetorian Insurance Company	\$50.00	09/18/2007	15670991

SERFF Tracking Number: PRAE-125286567

State: Arkansas

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State Tracking Number: AR-PC-07-026115

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TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Motor Truck Cargo

Project Name/Number: /

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	10/05/2007	10/05/2007

### Objection Letters and Response Letters

#### Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	10/02/2007	10/02/2007

#### Response Letters

Responded By	Created On	Date Submitted
Kristen Garraffa	10/05/2007	10/05/2007

SERFF Tracking Number: PRAE-125286567

State: Arkansas

Filing Company: Praetorian Insurance Company

State Tracking Number: AR-PC-07-026115

Company Tracking Number: PIC-AR-IUI-IM-F-01

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Motor Truck Cargo

Project Name/Number: /

## Disposition

Disposition Date: 10/05/2007

Effective Date (New): 10/05/2007

Effective Date (Renewal): 10/05/2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PRAE-125286567 State: Arkansas  
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 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine  
 Product Name: Motor Truck Cargo  
 Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Form</b>	Amendatory Wording and Warranties Endorsement	Approved	Yes
<b>Form</b>	Refrigeration Breakdown Endorsement Version 2	Approved	Yes
<b>Form</b>	Trailer Interchange Dropped Off Limited Coverage Clause	Approved	Yes
<b>Form</b>	Several Liability Notice	Approved	Yes
<b>Form</b>	Additional Interest Endorsement	Approved	Yes
<b>Form</b>	Radioactive Contamination Exclusion Endorsement - Physical Damage - Direct (U.S.A.)	Approved	Yes
<b>Form</b>	Nuclear Incident Exclusion Endorsement - Liability - Direct	Approved	Yes
<b>Form</b>	Seepage and/or Pollution and/or Contamination Exclusion U.S.A. & Canada	Approved	Yes
<b>Form</b>	Contingent Transit Endorsement (Truck Brokering)	Approved	Yes
<b>Form</b>	In Full Premium Endorsement	Approved	Yes
<b>Form</b>	Refrigeration Breakdown Endorsement	Approved	Yes
<b>Form</b>	Unattended Truck Endorsement	Approved	Yes
<b>Form</b>	Less Than Trailer Load Endorsement (Off Truck Cover)	Approved	Yes
<b>Form</b>	Trailer Interchange Endorsement	Approved	Yes
<b>Form</b>	Target Interest Inclusion Endorsement	Approved	Yes
<b>Form</b>	Flood and Earth Movement Exclusion	Approved	Yes
<b>Form</b>	Motor Truck Cargo Coverage Form	Approved	Yes
<b>Form</b>	Common Policy Conditions	Approved	Yes
<b>Form (revised)</b>	Commercial Inland Marine Conditions	Approved	Yes
<b>Form</b>	Commercial Inland Marine Conditions	Approved	Yes
<b>Form</b>	Policy Jacket	Approved	Yes
<b>Form</b>	Motor Truck Cargo Policy Declarations	Approved	Yes

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TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine  
Product Name: Motor Truck Cargo  
Project Name/Number: /

<b>Form</b>	Motor Truck Cargo Proposal Form	Approved	Yes
<b>Form</b>	Arkansas Changes	Approved	Yes
<b>Form</b>	Non Owned Trailer Endorsement	Approved	Yes

SERFF Tracking Number: PRAE-125286567 State: Arkansas  
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TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine  
Product Name: Motor Truck Cargo  
Project Name/Number: /

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 10/02/2007  
Submitted Date 10/02/2007  
Respond By Date 10/17/2007

Dear Kristen Garraffa,

The appraisal clause(s) found in this filing should be amended to comply with Ark. Code Ann. 23- 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, within the time allowed by law.

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 10/05/2007  
Submitted Date 10/05/2007

Dear Llyweyia Rawlins,

**Comments:**

### Response 1

SERFF Tracking Number: PRAE-125286567 State: Arkansas  
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 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine  
 Product Name: Motor Truck Cargo  
 Project Name/Number: /  
 Comments: Ms. Rawlings.

Thank you for your correspondence.

In order to comply with Ark. Code Ann. 23- 79-203, Arkansas Bulletin No. 19-89 as well as the Arkansas Statute of Limitations of the Arkansas General Code, we will use ISO form IL 01 63 09 07. I have attached a copy to the forms schedule.

Also, we inadvertently left out our proposed form IUC 0016 (05/07), Non Owned Trailer Endorsement, from our original submission. I have attached this form to the forms schedule for incorporation/approval with this filing.

Attached to the forms schedule is CM 00 01 09 04. This is the most current version of ISO's Commercial Inland Marine Conditions. This form replaces the originally submitted 09 00 version.

If you have any further questions, please let me know.

Sincerely,  
 Kristen Garraffa

**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
Commercial Inland Marine Conditions	CM 00 01	09 04	Policy/Coverage Form	New		0	CM 00 01 09 04.pdf
<b>Previous Version</b>							
Commercial Inland Marine Conditions	CM 00 01	09/00	Policy/Coverage Form	New		0	CM 00 01 9 00.pdf
Arkansas Changes	IL 01 63	09 07	Endorsement/Amendment	New		0	IL 01 63 09 07.pdf
Non Owned Trailer Endorsement	IUC 0016	05/07	Endorsement/Amendment	New		0	IUC 0016 05-07.pdf

*SERFF Tracking Number: PRAE-125286567*

*State: Arkansas*

*Filing Company: Praetorian Insurance Company*

*State Tracking Number: AR-PC-07-026115*

*Company Tracking Number: PIC-AR-IUI-IM-F-01*

*TOI: 09.0 Inland Marine*

*Sub-TOI: 09.0005 Other Commercial Inland Marine*

*Product Name: Motor Truck Cargo*

*Project Name/Number: /*

**No Rate/Rule Schedule items changed.**

Sincerely,  
Kristen Garraffa

SERFF Tracking Number: PRAE-125286567

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Product Name: Motor Truck Cargo

Project Name/Number: /

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Amendatory Wording and Warranties Endorsement	IUC 0001	05/07	Endorsement/New Amendment/Conditions		0.00	IUC 0001 05-07.pdf
Approved	Refrigeration Breakdown Endorsement Version 2	IUC 0002	05/07	Endorsement/New Amendment/Conditions		0.00	IUC 0002 05-07.pdf
Approved	Trailer Interchange Dropped Off Limited Coverage Clause	IUC 0003	05/07	Endorsement/New Amendment/Conditions		0.00	IUC 0003 05-07.pdf
Approved	Several Liability Notice	IUC 0004	05/07	Endorsement/New Amendment/Conditions		0.00	IUC 0004 05-07.pdf
Approved	Additional Interest Endorsement	IUC 0005	05/07	Endorsement/New Amendment/Conditions		0.00	IUC 0005 05-07.pdf
Approved	Radioactive Contamination Exclusion Endorsement - Physical Damage - Direct (U.S.A.)	IUC 0006	05/07	Endorsement/New Amendment/Conditions		0.00	IUC 0006 05-07.pdf
Approved	Nuclear Incident Exclusion Endorsement - Liability - Direct	IUC 0007	05/07	Endorsement/New Amendment/Conditions		0.00	IUC 0007 05-07.pdf
Approved	Seepage and/or Pollution and/or	IUC 0008	05/07	Endorsement/New Amendment		0.00	IUC 0008 05-07.pdf

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 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine  
 Product Name: Motor Truck Cargo  
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Contamination Exclusion U.S.A. & Canada	ent/Conditions					
Approved Contingent Transit Endorsement (Truck Brokering)	IUC 0009	05/07	Endorsement/Amendment/Conditions	0.00	IUC 0009	05-07.pdf
Approved In Full Premium Endorsement	IUC 0010	05/07	Endorsement/Amendment/Conditions	0.00	IUC 0010	05-07.pdf
Approved Refrigeration Breakdown Endorsement	IUC 0011	05/07	Endorsement/Amendment/Conditions	0.00	IUC 0011	05-07.pdf
Approved Unattended Truck Endorsement	IUC 0012	05/07	Endorsement/Amendment/Conditions	0.00	IUC 0012	05-07.pdf
Approved Less Than Trailer Load Endorsement (Off Truck Cover)	IUC 0013	05/07	Endorsement/Amendment/Conditions	0.00	IUC 0013	05-07.pdf
Approved Trailer Interchange Endorsement	IUC 0014	05/07	Endorsement/Amendment/Conditions	0.00	IUC 0014	05-07.pdf
Approved Target Interest Inclusion Endorsement	IUC 0015	05/07	Endorsement/Amendment/Conditions	0.00	IUC 0015	05-07.pdf
Approved Flood and Earth Movement Exclusion	IM 7211	05 01	Endorsement/Amendment/Conditions	0.00	IM 7211 05	01.pdf
Approved Motor Truck Cargo Coverage Form	PIC IUI IM 001	05/07	Endorsement/Amendment/Conditions	0.00	PIC IUI IM 001 05-	07.pdf

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 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine  
 Product Name: Motor Truck Cargo  
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Approval	Policy/Conditions	Policy No	Effective Date	Description	Amount	Attachment
Approved	Common Policy Conditions	IL 00 17	11 98	Policy/Coverage Form	0.00	IL 00 17 11-98.pdf
Approved	Commercial Inland Marine Conditions	CM 00 01	09 04	Policy/Coverage Form	0.00	CM 00 01 09 04.pdf
Approved	Policy Jacket	PIC JACKET	07-07	Policy/Coverage Form	0.00	PIC Jacket 07-07.pdf
Approved	Motor Truck Cargo Policy Declarations	IUI DEC	05/07	Declaration News/Schedule	0.00	IUI DEC 05-07.pdf
Approved	Motor Truck Cargo Proposal Form	IUI APP	05/07	Application/ New Binder/Endorsement	0.00	IUI APP 05-07.pdf
Approved	Arkansas Changes	IL 01 63	09 07	Endorsement/Amendment/Conditions	0.00	IL 01 63 09 07.pdf
Approved	Non Owned Trailer Endorsement	IUC 0016	05/07	Endorsement/Amendment/Conditions	0.00	IUC 0016 05-07.pdf



**Praetorian Insurance Company**

**MOTOR TRUCK CARGO**

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

**AMENDATORY WORDING AND WARRANTIES ENDORSEMENT**

In consideration of the premium charged, the following wording is added to the Policy:

**COTTON GINNING WARRANTY**

The Insured warrants and agrees that there is no coverage for Loss from fire, smoke or other heat related source to baled cotton unless the cotton was ginned over seventy-two (72) hours prior to the time of loading onto the covered Truck.

**HAY WARRANTY**

The Insured warrants and agrees that there is no coverage for Loss from fire, smoke or other heat related source to baled hay unless the hay was baled over seventy-two (72) hours prior to the time of loading onto the covered Truck.

**PROPER PACKING OR PREPARATION WARRANTY**

The Insured warrants and agrees that all cargo hauled will be properly packed or prepared for shipment, prior to being transported. Failure to do so will result in a Double Deductible applied for any Loss involving improper packing or preparation.

**STRIKING OF BRIDGE OR OVERPASS**

Any Loss involving the striking of a bridge or overpass of any type, by any covered Truck, shall have a Double Deductible applied, each Truck and/or coverage part affected.

**TARPAULIN "TARP" WARRANTY**

The Insured warrants and agrees that the cargo carrying area or compartment(s) open to outside elements will be completely covered by a waterproof tarpaulin "tarp" when hauling any cargo which is subject to damage or Loss from exposure to weather or other outside elements and that the tarpaulin will be securely fastened, except during loading and unloading. Failure to do so voids coverage for any Loss involving water damage, dampness or other moisture related damage regardless of whether such noncompliance is a direct or indirect cause of such damage.

**TIE DOWN FLATBED WARRANTY**

The Insured warrants that all cargo hauled on a flatbed shall be securely tied down with adequate chains and/or straps designed to handle the load. Failure to do so voids coverage for any Loss involving inadequately tied down commodities.

**Praetorian Insurance Company**

**MOTOR TRUCK CARGO**

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

**REFRIGERATION BREAKDOWN ENDORSEMENT VERSION 2**

In consideration of the premium charged this policy, irrespective of exclusion e) this policy is extended to cover the Insured's legal liability for loss of or damage to refrigerated and or temperature controlled cargo when such loss and or damage is **CONCLUSIVELY PROVEN** to have been caused by mechanical failure of or breakdown of the automatic temperature control unit.

With respect to coverage provided herein for mechanical failure or breakdown of the automatic temperature control unit it is expressly agreed and understood the coverage provided does not insure against failure or breakdown directly due to the following:-

- a) Failure to provide adequate fuel supply.
- b) Failure to maintain crankcase oil level within manufacturer's specified limits.
- c) Failure to maintain an adequate level of refrigerant per the manufacturer's specifications.
- d) Willful destruction or damage to automatic temperature control unit(s) by an employee or others.
- e) Failure due to computer or electronic process malfunction as per exclusion r) in the policy wording.

The Insured warrants that:-

- a) The refrigeration or heating units shall be maintained in accordance with the manufacturer's instructions in good operating condition, and will be inspected at least once a month by the Insured's maintenance shop or manufacturer's authorized service representative(s), AND
- b) That records are maintained by the Insured of such maintenance operation and inspections, such records shall be open to the inspection of any authorized representative of the Company at all times during the normal business hours of the Insured.

The deductible applicable to losses recoverable under this endorsement shall be the sum set against paragraph 1(a) in the optional endorsements schedule page forming page 2 of this form, but such deductible shall not be less than \$3,500 in respect of automatic temperature control units exceeding ten years of age computed from the model year of the unit.

All other policy terms and conditions remain unchanged.

**Praetorian Insurance Company**

**Motor Truck Cargo**

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

**TRAILER INTERCHANGE DROPPED OFF LIMITED COVERAGE CLAUSE**

In consideration of the additional premium charged, Exclusion "7" in the Trailer Interchange Endorsement is deleted and replaced by the following wording:

Loss or damage to any trailer or semi-trailer which is not attached to a covered Truck which is insured for Motor Truck Cargo coverage, unless:

Such trailer or semi-trailer had been pulled by a covered Truck during the previous 24 hour period leading up to the trailer being unattached, and

the trailer is temporarily detached for a period not exceeding 72 consecutive hours (Sunday and holidays excluded) and is stored in a:

- a) Locked Building, or
- b) Parked in a fully enclosed fenced yard which is securely closed and locked, or
- c) Guarded lot,

And if the trailer or semi-trailer is loaded, all openings of the trailer or semi-trailer are closed and securely locked with the keys removed.

**Praetorian Insurance Company**

**MOTOR TRUCK CARGO**

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

**Several Liability Notice**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

**Praetorian Insurance Company**

**MOTOR TRUCK CARGO**

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

**ADDITIONAL INTEREST ENDORSEMENT**

Attaching to and forming a part of Policy No.:

Named Insured:

Endorsement Effective Date:

In consideration of the fact that the Insured will operate their Truck(s) over authorized routes of the following named Additional Interest, to originate or effect delivery of freight, and in consideration of the fact that the Insured will report the full revenue for such shipments, including that portion of the revenue developed on the authorized routes of following named Additional Interest, it is agreed that the Company shall assume liability for such shipments as if the freight were carried throughout via the exclusive operation authority of the Insured:

Additional Interest

or

[ ] See item 8 of the Declarations Page for the named Additional Interest.

See item 7 of the Declarations Page or Schedule of Trucks/Automobiles, for covered Trucks.

Nothing herein contained shall be held to alter, extend, vary or waive any of the agreements, conditions, exclusions, limitations, provisions or terms of the Policy.

**Praetorian Insurance Company**

**MOTOR TRUCK CARGO**

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

**RADIOACTIVE CONTAMINATION EXCLUSION ENDORSEMENT -  
PHYSICAL DAMAGE - DIRECT (U.S.A.)**

This Policy does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused \* NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this Policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

\* NOTE. - If Fire is not an insured peril under this Policy the words "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

## **Praetorian Insurance Company**

### **MOTOR TRUCK CARGO**

#### **NUCLEAR INCIDENT EXCLUSION ENDORSEMENT-LIABILITY-DIRECT**

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy\* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
  - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed there from;

- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

\* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

**Praetorian Insurance Company**

**MOTOR TRUCK CARGO**

**SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION U.S.A. & CANADA**

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

- (a) any loss, damage, cost or expense, or
- (b) any increase in insured loss, damage, cost or expense, or
- (c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority; or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a Peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term 'any kind of seepage or any kind of pollution and/or contamination' as used in this Endorsement includes (but is not limited to):

- (a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a 'hazardous substance' by the United States Environmental Protection Agency or as a 'hazardous material' by the United States Department of Transportation, or defined as a 'toxic substance' by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- (b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

**Praetorian Insurance Company**

**MOTOR TRUCK CARGO**

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

**CONTINGENT TRANSIT ENDORSEMENT  
(TRUCK BROKERING)**

For the purpose of this endorsement the word “subcontractor” shall mean the trucking company which physically transports the cargo.

In consideration of the additional premium charged it is hereby noted and agreed that irrespective of exclusion (m), this policy is extended to include the Insured’s liability otherwise recoverable hereon, where the Insured is acting as a truck broker, subject to the following conditions:

- 1) It is a condition precedent to coverage under this policy that the Insured obtains written evidence of each subcontractor’s current motor truck cargo insurance policy, which must include details of the period of validity of the policy, the conditions, exclusions, limits and deductibles contained therein, prior to commencing operations with that subcontractor.
- 2) It is a condition precedent to coverage under this policy that this written evidence shows that the subcontractor’s insurance is in effect at the time the cargo is transported.
- 3) It is a condition precedent to coverage under this policy that the conditions of this policy shall not provide broader cover than the conditions of the subcontractor’s motor truck cargo policy.

In consideration for the reduced rate for which this endorsement has been issued, Underwriters shall not be liable for the payment of any claims under this endorsement except:-

- a) when the subcontractor is not legally liable for any loss or damage to the cargo,

OR

- b) after the Insured has made all reasonable and proper efforts to collect the amount of the claim from the subcontractor and their Insurers, but has not succeeded due to declination of liability or inability to pay.

Reasonable and proper efforts to collect the amount of the claim shall mean that the Insured shall have complied with the requirements of the Bill of Lading or other contract under which the cargo was shipped, and shall also have complied with all other procedures required for the filing of claims against the subcontractor and their Insurers. In no event shall Underwriters be liable for loss or damage to any cargo until the 90th day subsequent to the date the loss or damage occurred.

All other policy terms and conditions remain unchanged.

**Praetorian Insurance Company**

**MOTOR TRUCK CARGO**

**IN FULL PREMIUM ENDORSEMENT**

It is hereby noted and agreed that the liability of The Company shall be limited to cargo **WHILST IN AND OR ON A TRUCK WHICH IS SPECIFIED ON THE SCHEDULE ATTACHING TO THIS POLICY** , including loading and unloading. The premium specified on the schedule shall be deemed to be non - adjustable, other than as per the cancellation provisions of the policy specified in Common Policy Condition A. This endorsement shall not override exclusion 21.) or any other conditions of the policy.

All other policy terms and conditions remain unchanged

Specified vehicles, vehicle identification numbers:-


**Praetorian Insurance Company**

**MOTOR TRUCK CARGO**

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

**REFRIGERATION BREAKDOWN ENDORSEMENT**

In consideration of the premium charged this policy, irrespective of exclusion e) this policy is extended to cover the Insured's legal liability for loss of or damage to refrigerated and or temperature controlled cargo when such loss and or damage is **CONCLUSIVELY PROVEN** to have been caused by mechanical failure of or breakdown of the automatic temperature control unit.

With respect to coverage provided herein for mechanical failure or breakdown of the automatic temperature control unit it is expressly agreed and understood the coverage provided does not insure against failure or breakdown directly due to the following:-

- a) Failure to provide adequate fuel supply.
- b) Failure to maintain crankcase oil level within manufacturer's specified limits.
- c) Failure to maintain an adequate level of refrigerant per the manufacturer's specifications.
- d) Willful destruction or damage to automatic temperature control unit(s) by an employee or others.
- e) Mechanical failure of or breakdown of automatic temperature control unit to refrigeration machinery in excess of 10 years of age, computed from the model year of the unit.
- f) Failure due to computer or electronic process malfunctions as per exclusion r) in the policy wording.

The Insured warrants that:-

- a) The refrigeration or heating units shall be maintained in accordance with the manufacturer's instructions in good operating condition, and will be inspected at least once a month by the Insured's maintenance shop or manufacturer's authorized service representative(s), AND
- b) That records are maintained by the Insured of such maintenance operation and inspections, such records shall be open to the inspection of any authorized representative of the Underwriters at all times during the normal business hours of the Insured.

The deductible applicable to losses recoverable under this endorsement shall be the sum set against paragraph 1(a) in the optional endorsements schedule page forming page 2 of this form.

All other policy terms and conditions remain unchanged.

**Praetorian Insurance Company**

**MOTOR TRUCK CARGO**

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

**UNATTENDED TRUCK ENDORSEMENT**

In consideration of the additional premium charged, it is hereby noted and agreed that, irrespective of exclusion k, this policy is extended to include losses to cargo directly resulting from forcible and/or violent entry to unattended trucks, subject to such trucks having all their openings closed, securely locked and all keys removed, but the limit of liability under this extension shall be the sum set against paragraph 4 in the optional endorsements schedule page forming page 2 of this form, any one truck.

No coverage is provided hereunder for loss of or damage to cargo in and or on trailers or semi trailers which are detached from power units, unless such trailers or semi trailers are

- i) garaged in a building or
- ii) parked in a fully enclosed yard which is securely closed and locked, or
- iii) under constant surveillance, or
- iv) on a guarded lot

**AND**

the trailer or semi trailer has all the openings closed and securely locked with keys removed and the period that the trailer or semi trailer is detached from the power unit does not exceed 72 consecutive hours (Sundays and holidays excluded) from the time of detachment from the covered truck or tractor. (See definition of truck on page 6 of this form)

All other policy terms and conditions remain unchanged.

**Praetorian Insurance Company**

**MOTOR TRUCK CARGO**

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

**LESS THAN TRAILER LOAD ENDORSEMENT (OFF TRUCK COVER)**

In consideration of the additional premium charged, this policy is extended to cover the liability of the Insured for cargo otherwise covered hereunder whilst unloaded and held pending transfer at the terminals as named below, for a period not exceeding 72 hours after unloading. (Sundays and holidays excluded). The limits of liability in this respect shall be as specified below, but always subject to the overall loss limit set forward in item B of the schedule page forming page 1 of this form.

All other policy terms and conditions remain unchanged

Terminal:	Limit \$
Terminal:	Limit \$
Terminal:	Limit \$

## **Praetorian Insurance Company**

### **MOTOR TRUCK CARGO**

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

#### **TRAILER INTERCHANGE ENDORSEMENT**

In consideration of the additional premium charged, it is hereby noted and agreed that this policy is extended to cover the Insured's liability to non-owned trailers under a trailer interchange agreement.

Liability under this extension shall be subject to the policy deductibles, exclusions, and general conditions, and shall further exclude:

- 1) Loss of or damage to any radio transmitting or receiving set and tape recorders unless permanently attached to an insured automobile, garments, personal effects, or other property of the assured or of others carried in or upon the trailer.
- 2) Loss of or damage to tires unless damaged by fire or stolen or unless lost or damaged in an accidental collision or upset which also caused other damage to the trailer.
- 3) Loss or damage to any trailer which is due to wear and tear, freezing, mechanical or electrical breakdown or failure, unless such damage is the result of other losses covered by this insurance.
- 4) Loss suffered by the Insured as the result of voluntarily parting with title or possession, whether or not induced so to do by any fraudulent scheme, trick, device or false pretense.
- 5) The theft, robbery or pilferage of tools or repair equipment except in conjunction with the theft of an entire trailer.
- 6) The wrongful conversion, embezzlement or secretion by a mortgagee, vendee, lessee or other person in lawful possession of the insured property under a mortgage, conditional sale, lease or other contract or agreement, whether written or verbal.
- 7) Loss of or damage to any trailer occurring whilst such trailer is not attached to a tractor unit which is insured for cargo liability under this policy.

The limit of liability of the Underwriters in respect of any one trailer shall be the sum set against paragraph 9 (a) in the optional endorsements schedule page forming page 2 of this form. In the event that the actual value of the trailer insured under this extension exceeds that sum, then Underwriters shall not be liable for a greater proportion of any loss or damage to such trailer insured than the actual value of the trailer bears to that sum.

The total limit of liability of Underwriters under this extension shall not exceed the sum set against paragraph 9(b) in the optional endorsements schedule page forming page 2 of this form, any one loss, but Underwriters overall liability in respect of a loss involving more than one section of this policy shall not exceed the loss limit, being the sum set against item B) in the schedule page forming page 1 of this form.

All other policy terms and conditions remain unchanged.

**Praetorian Insurance Company**

**MOTOR TRUCK CARGO**

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

**Target Interest Inclusion Endorsement**

In consideration of the additional premium charged, the interests shown in paragraph A) below are deleted from exclusion a) i) in this policy.

The limit of liability under this policy in respect of claims for theft of the interests shown in paragraph A) below shall be as shown in paragraph B) below, applicable in respect of all claims arising out of any one theft.

The deductible applicable to claims for theft of the interests shown in paragraph A) below shall be as shown in paragraph C) below, applicable to all claims arising out of any one theft.

If the Unattended Truck Endorsement has been included within this policy, then that endorsement shall not apply in respect of any of the interests shown in paragraph A) below.

A) Interests included: All Goods per exclusion a) Electronics

B) Limit any one claim for theft of these interests:

\$25,000

C) Deductible per theft claim these interests:

\$5,000

(Note: The indemnity provided is the sum shown against paragraph B) less the sum shown against paragraph C). E.g. Limit US\$ 25,000 with US\$ 5,000 deductible = maximum indemnity US\$ 20,000 for theft).

All other policy terms and conditions remain unchanged.

## **FLOOD AND EARTH MOVEMENT EXCLUSION**

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### **SCHEDULE**

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Check if applicable:

- Flood Exclusion
  - Earth Movement or Volcanic Eruption Exclusion
- 

### **ADDITIONAL PERILS EXCLUDED**

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If indicated on the above schedule, "we" do not pay for loss if one or more of the following exclusions apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

1. **Flood** -- "We" do not pay for loss caused by:
  - a. "flood";
  - b. water that backs up through a sewer or drain; or
  - c. water below the surface of the ground, including but not limited to water that exerts pressure on or flows, seeps, or leaks through or into a covered building or structure, sidewalk, driveway, foundation, swimming pool, or other structure.

However, "we" do cover the resulting loss if fire, explosion, or sprinkler leakage results.

2. **Earth Movement** -- "We" do not pay for loss caused by any earth movement (other than "sinkhole collapse") or caused by eruption, explosion, or effusion of a volcano. Earth movement includes, but is not limited to: earthquake; landslide; mudflow; mudslide; mine subsidence; or sinking, rising, or shifting of earth.

"We" do cover direct loss by fire, explosion, or "volcanic action" resulting from either earth movement or eruption, explosion, or effusion of a volcano.

## MOTOR TRUCK CARGO COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to Named Insured shown in the Declarations. The word "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 DEFINITIONS.

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### A. INSURING AGREEMENTS

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In consideration of the premium paid hereon and the particulars and statements contained in the written Application, a copy of which attaches hereto, which particulars and statements are warranted by the Insured to be true and are agreed to be incorporated herein, the Company hereby agree to indemnify the Insured, named in the schedule, for ALL RISKS OF PHYSICAL "LOSS" OR DAMAGE FROM AN EXTERNAL CAUSE to lawful "cargo" in and/or on a

truck whilst in the Insured's care, custody or control in the ordinary course of transit, including loading and unloading, within the contiguous states of USA, the District of Columbia and Canada. **THIS INSURANCE BEING SUBJECT TO ALL THE PROVISIONS, EXCLUSIONS, DEFINITIONS, TERMS AND CONDITIONS CONTAINED IN THE FOLLOWING WORDING.**

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### B. COVERED PROPERTY

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1. Covered Property means property for which you are liable as a motor carrier:
  - e. Silver, gold, or platinum jewelry, precious stones or similar valuables.
2. Covered Property **does not include**:
  - a. Accounts, bills, deeds or evidence of debt. Currency, coins, bank notes, money orders, traveler's checks, passports, bullion. Securities, stamps, tokens and tickets.
  - b. Furs, fine arts and antiques.
  - c. Property of others you carry without monetary compensation to you.
  - d. Shipping containers, dollies, trailer chassis and trailers used in containerized freight operations.
  - f. Tarpaulins, binders, chains and pallets.
  - g. U.S. mail
  - h. Tobacco, alcohol, beer, wine, seafood, including fresh water, (unless canned).
  - i. "Garments", "electronics".
  - j. Paintings, statuary and other works of art, manuscripts, mechanical drawings, and live animals.

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### C. ADDITIONAL COVERAGES

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1. Debris Removal. The Company will pay the costs of removal of the debris of the “cargo” insured hereunder when necessarily incurred by the Insured in connection with a loss otherwise recoverable under this policy. The companies’ liability shall be limited to \$2,500.00. In any event, the maximum liability of the company under this policy for any one “accident” shall be the amounts set forth in Loss Limit Any One Truck / Loss Limit Any One Loss of the Declarations page of this policy. Nothing contained in this coverage shall extend coverage hereunder to include environmental clean up costs or similar expenses.
2. Freight Charges. This policy is extended to cover loss of earned freight charges incurred by the Insured at the time of a “loss” recoverable under this policy. This is in addition to the Limits of Insurance. A deductible does not apply to this coverage. However, the Company will not pay more than \$5,000.00 for earned freight charges. This policy shall not be extended to cover unearned freight charges, or “loss” of earned freight charges where there is not a “loss” otherwise recoverable under this policy.

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### D. CAUSES OF LOSS NOT COVERED

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The following are *not* covered:

1. Spoilage, contamination, deterioration, freezing, rusting, electrical and/or mechanical failure, and/or damage to refrigerated and/or temperature controlled “cargo”  
**UNLESS CAUSED BY OR RESULTING FROM:**
  - 1) Fire, lightning, or explosion.
  - 2) Accidental collision of the truck with any other vehicle or object.
  - 3) Overturning of the truck
  - 4) Collapse of bridges or culverts.
  - 5) Flood (meaning rise of streams or navigable waters.
  - 6) Cyclone, tornado, hurricane or windstorm.
  - 7) Theft.
  - 8) Stranding, collision, burning, grounding or striking of ferry while truck on board.
2. Explosion of any weapon employing atomic fission or fusion; nuclear reaction or radiation, or radioactive contamination, however caused.
3. Fire to baled cotton unless that cotton has been ginned 72 hours prior to the date of loading.
4. Goods or merchandise which are the property of the Insured.
5. Pollution. “Bodily Injury” or “property damage” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants”.
6. War, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual impending or expected attack by: a) any government or sovereign power (de jure or de factor); b) any authority maintaining or using military, naval or air forces; or c) an agent of any such government, power, authority or forces. Any weapon or war employing atomic fission or radioactive force whether in time of war or peace. Insurrection, rebellion, revolution,

- civil war, usurped power, or action taken by Government authority in hindering, combating, or defending against such occurrence, seizure or destruction under any quarantine or Customs regulations, confiscation by order of any government or public authority, or risk of contraband, illegal transportation or illegal trade.
7. "Loss" or damage caused by or resulting from nuclear radiation, nuclear reaction or radioactive contamination whether controlled or uncontrolled, and whether such "loss" be direct or indirect, proximate or remote or be in whole or in part caused by contributed to, or aggravated by the peril(s) insured against in this policy.
  8. "Loss" or damage caused by or resulting from mysterious disappearance, the infidelity, dishonesty or criminal act of the Insured, his employees, his agents or others whom the "cargo" may be entrusted, including owner operators contracted with the Insured, whether or not such act or acts occurred during the regular hours of employment.
  9. "Loss" or damage caused by the voluntary act of the Insured, whether or not resulting from a third party's use of fraudulent documents, forged freight bills, interchange receipts, release orders, or other unauthorized form or unauthorized use of documents.
  10. "Loss" or damage caused by strikers, locked-out workmen, persons taking part in labor disturbances, riots or civil commotions.
  11. "Loss" or damage caused by or resulting from mildew, moth, vermin, insufficiency of insulation or packing, wear, tear, gradual deterioration, or natural "loss" in weight or volume.
  12. Straying of animals or fowl.
  13. Any losses from an "unattended" "covered auto" in the ordinary course of transit unless: a) there was visible signs of forceful entry into the locked cab of the "covered auto", or into the locked "cargo" compartment of a "covered auto" or fully enclosed trailer AND b) the "covered auto" is garaged in a building or parked in a fully enclosed yard which is securely closed and locked, or the "covered auto" is under constant surveillance, or on a guarded lot.
  14. "Loss" or damage to Household goods and/or personal effects, when forming part of a domestic removal or office relocation.
  15. "Loss" or damage consequent upon or reasonably attributable to the insolvency, bankruptcy, or financial failure of the Insured.
  16. "Loss" or damage reasonably attributable to inherent vice.
  17. "Loss" of market, delay, "loss" of use, clean up costs or any remote or consequential "loss".
  18. "Loss" or damage to "cargo" not loaded on a truck for which the insured may be held legally liable.
  19. Freight charges earned or unearned, other than recoverable under Commercial Inland Marine condition number C.4. attached.
  20. "Loss" or damage to "cargo" carried without charge by the Insured or as an accommodation on their part.

21. "Loss" or damage otherwise recoverable hereon unless: a) the "covered auto" is owned by the Insured, or leased pursuant to a written lease by him for his exclusive use, AND providing the "covered auto" is operated exclusively by his own full time salaried employees who have

satisfied the employee references condition (General Condition no. 1) below. OR b.) the "covered auto" is operated by owner operators who are under written lease to the Insured for a period of 30 consecutive days or more.

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### E. DEDUCTIBLE

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The deductible shown in the Declarations will apply after all other adjustments have been made. The deductible applies separately to each "covered auto". If more than one deductible applies to one "loss", the highest deductible will be used.

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### F. LIMITS OF INSURANCE

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The Limits of Insurance shown in the Declarations are the most we will pay.

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### G. GENERAL CONDITIONS

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1. **Special Condition** – It is a condition precedent to Companies' liability under this policy that satisfactory references are obtained from reliable sources, checked and records kept in respect of all new employees engaged by the Insured after the inception date of this policy. The Insured shall take all reasonable precautions for the protection and safeguarding of the "cargo" and use such security devices as may be specified in the application, and all vehicles, trailers, containers and security devices shall be maintained in good order. Such devices shall be used at all times and shall not be varied or withdrawn without written consent by the Company.

2. **Subrogation** – In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery against any person or organization. The Company shall have the right to bring suit for such recovery, at the Companies' expense, in the name of the Insured for the amount of the Companies' payment or, at the option of the Company bring any action in the name of the Insured

to recover the entire "loss". Any recovery after deduction of expenses shall be shared by the Company and the Insured in the same proportion as they shall have shared the "loss". The Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such subrogation rights, and shall render all reasonable assistance in the prosecution of all actions to recover the "loss" including, but not limited to attendance of witnesses for discovery and at trial. The Insured shall do nothing after "loss" to prejudice the Companies' subrogation rights.

3. **Co-Insurance** – The Company shall not be liable for a greater proportion of any "loss" or damage to the total value of all merchandise than the amount of the applicable insurance bears to the total value at the time and place of the "loss". This clause shall apply separately to merchandise in transit and at a terminal location.

4. **Privilege to Adjust with Owner** – In the event of "loss" or damage to property of others held by the Insured for which claim is

made upon the Company; the right to adjust such "loss" or damage with the owner or owners of the property is reserved to the Company. The receipt of such owner or owners in satisfaction thereof shall be in full satisfaction of any claim of the Insured for which such payment has been made. If legal proceedings be taken to enforce a claim against the Insured as respects any such "loss" or damage, the Company reserves the right at their option without expense to the Insured, to conduct and control the defense on behalf of and in the name of the Insured. No action of the Company in such regard shall increase the liability of the Company under this policy, nor increase the limits of liability specified in the policy.

**5. Impairment of Recovery Rights** – Any act or agreement by the Insured before or after "loss" or damage whereby any right of the Insured to recover in whole or part for "loss" or damage to property covered hereunder against any Carrier, Baillie or other party liable therefore, is released or lost, shall render this policy null and void but the Companies' right to retain or recover the premium shall not be affected. The Company is not liable for any "loss" or damage which, without their written consent, has been settled or compromised by the Insured.

**6. Assignment** – This policy shall be void if assigned or transferred without the written consent of the Company.

**7. Conflicting Statutory Provisions** – If any condition or agreement or any other part of this insurance is at variance with any specific statutory provision in the State or Province having jurisdiction, such specific statutory provision shall be substituted for such condition, agreement or part.

**8. Reimbursement** – It is understood and agreed that the Insured shall reimburse the Company within ten (10) days from the time the Insured shall be advised thereof, all sums and amounts of money that the Company has paid and which the Company would not have been required to pay except for the PIC IUI IM 001 (05/07)

attachment to this policy of any Federal, State, Provincial endorsement or any other endorsement or certificate of insurance. It is further understood and agreed that the Company shall have the right to deduct from "loss" payments due under this policy all sums due to the Company for reimbursement under this provision as well as all sums due from the Insured for any reason including but not limited to premiums and deductibles paid directly by the Company.

**9. Authorization of Endorsements** – No endorsement other than Federal or Statutory Endorsements shall form part of the contract unless authorized by the Company.

**10. Valuation** – The valuation of all goods and merchandise covered by this part shall not exceed the invoice value of that merchandise at the point of shipment on the date of "loss", or if there is no invoice, then the valuation shall not exceed the actual cash value of that merchandise.

**11. Reporting Clause** –

a) The Insured agrees to keep an accurate record of the gross receipts (either collected or uncollected) from their trucking business during the term of this policy and to report to the Company or their authorized agent, not later than the twentieth (20<sup>th</sup>) day subsequent to the anniversary date of this policy the full amount of such gross receipts (either collected or uncollected) from their trucking business during the preceding annual period, or such time as is within the policy period.

b) For purposes of this insurance the term "gross receipts" wherever used in this policy, shall mean the actual charges for transportation of lawful goods and merchandise from original location to destination plus charges for other services in connection with such transportation less any net payments to connecting carriers, but including any payments to lease carriers, contractors or owner operators.

c) The Insured agrees that any duly authorized representative of the Company shall be permitted to examine

the Insured's books, records and such policies as relate to the Insured's trucking business at all reasonable times during the life of this policy and for thirty-six (36) months after expiration or termination of this policy. Such examination(s) shall not waive nor in any manner affect any of the terms,

conditions or limitations of the policy. The furnishing of any statement of gross receipts by the Insured, or payment of premium and its acceptance by the Company shall not constitute a waiver of the Companies' rights to such examination(s) or rights to any additional premiums which may have been earned.

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## H. DEFINITIONS

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1. "Accident" means an accident or series of accidents arising out of one event or occurrence.
2. "Auto" means a truck, truck tractor or trailer designed for travel on public roads. "Auto" includes an "auto" you do not own while used with the permission of its owner as a temporary substitute for an "auto" described in the schedule of vehicles that is out of service because of its
  - a. Breakdown;
  - b. Destruction;
  - c. "Loss";
  - d. Repair; or
  - e. Servicing.
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
4. "Cargo" means all property or equipment not owned, hired or leased by, or loaned to the Insured or by or to the Agents or servants of the Insured.
5. "Covered Auto" means;
  - a. The truck described in the Schedule of Vehicles.
  - b. A trailer while attached to the truck or the truck tractor described in the Schedule of Vehicles.
  - c. The trailer described in the Schedule of Vehicles while Attached to a truck or truck tractor used in your business.
  - d. A Truck or trailer while attached to a truck or truck tractor used in your business.
  - e. A trailer used in your business while:
    - i. Away from your terminal and attached to a truck or truck tractor or;
    - ii. While temporarily detached for a period not exceeding 72 consecutive hours from a covered truck or truck tractor and while garaged in a building or parked in a fully enclosed yard which is securely closed and locked, or the trailer or semi-trailer is under constant surveillance, or on a guarded lot and the trailer or semi-trailer has all the openings closed and securely locked with the keys removed.

6. "Electronics" means all items of consumer and commercial electrical appliances and instruments including but not limited to radios, televisions, computers, computer software, hard drives, chips, microchips, printed circuit boards and their components, modems, monitors, cameras, facsimile machines, photocopiers, VCR's, hi-fi's, stereos, CD players and the like.
7. "Garments" means all items of clothing including innerwear and outerwear, footwear, shoes, boots, gloves, hats, and the like.
8. "Loss" means accidental and physical damage to Covered Property or accidental loss of Covered Property.
9. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminants, including smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
10. "Property damage" means damage to or "loss" of use of tangible property.
11. "Unattended" means a truck or truck tractor which has been left without a responsible person whose duty is to drive, guard, or attend the truck being either on, in, or within ten yards of the truck.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

## COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

### LOSS CONDITIONS

#### A. Abandonment

There can be no abandonment of any property to us.

#### B. Appraisal

If we and you disagree on the value of the 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 a court having jurisdiction. The appraisers will state separately the value of the 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:

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.

#### C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. 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 not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

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

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

8. 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.

9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.

10. Cooperate with us in the investigation or settlement of the claim.

#### D. 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.

#### E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:

- a. We have reached agreement with you on the amount of the loss; or
- b. An appraisal award has been made.

6. We will not be liable for any part of a loss that has been paid or made good by others.

#### **F. Other Insurance**

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. 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 Part bears to the Limits of Insurance of all insurance covering on the same basis.

2. If there is other insurance covering the same loss or damage, other than that described in 1. 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.

#### **G. Pair, Sets Or Parts**

##### **1. Pair Or Set**

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

##### **2. Parts**

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

#### **H. Recovered Property**

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

#### **I. Reinstatement Of Limit After Loss**

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

#### **J. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Part 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. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
  - a. Someone insured by this insurance; or
  - b. A business firm:
    - (1) Owned or controlled by you; or
    - (2) That owns or controls you.

This will not restrict your insurance.

#### **GENERAL CONDITIONS**

##### **A. Concealment, Misrepresentation Or Fraud**

This Coverage Part 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:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

##### **B. Control Of Property**

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

##### **C. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

**D. No Benefit To Bailee**

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

**E. Policy Period, Coverage Territory**

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

**F. Valuation**

The value of property will be the least of the following amounts:

1. The actual cash value of that property;

2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

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

# COMMERCIAL LINES POLICY



## **PRAETORIAN INSURANCE COMPANY**

Member of the QBE Insurance Group  
A Stock Company  
Wall Street Plaza  
88 Pine Street  
New York, New York 10005

THIS POLICY CONSISTS OF:

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

ATTACH DECLARATIONS, POLICY AND ENDORSEMENTS (IF ANY) HERE

PRAETORIAN INSURANCE COMPANY

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

A handwritten signature in black ink that reads "Susan Rivera". The signature is written in a cursive style.

Susan Rivera, President

A handwritten signature in blue ink that reads "Peter T. Maloney". The signature is written in a cursive style.

Peter T. Maloney, Secretary

DECLARATIONS – MOTOR TRUCK CARGO

Policy Number

Renewal of

PRAETORIAN INSURANCE COMPANY  
NEW YORK, NEW YORK

**MOTOR TRUCK CARGO POLICY DECLARATIONS**

ISSUED TO:

POLICY COVERS FROM

TO

AGENT OR BROKER:

AGENT CODE:

FORM OF NAMED INSURED'S BUSINESS:

CORPORATION

LIMITED LIABILITY COMPANY

INDIVIDUAL

PARTNERSHIP

OTHER

LOCATION OF BUSINESS:

	<b>LIMIT</b>
<b>LOSS LIMIT ANY ONE TRUCK</b>	\$
<b>LOSS LIMIT ANY ONE LOSS</b>	\$

<b>PER VEHICLE LIMIT</b>	<b>PREMIUM</b>
SEE ATTACHED SCHEDULE	\$

<b>ENDORSEMENT</b>	<b>TOTAL POLICY PREMIUM</b>
<b>PREMIUM CHARGES</b> \$	\$

In consideration of the stipulations herein named and of the premium above specified, the Company does insure the above Named Insured, hereinafter called the Insured, whose address is shown above, at 12:01am. (standard time), to the expiration date shown above, at 12:01 am. (standard time), at the place of the issuance to an amount not exceeding the amount specified above.

If no other deductibles appear in this policy the following deductible amount will apply to each loss after all other adjustments have been made. \$

This policy is made and accepted subject to all conditions, provisions, stipulations and agreements hereby made a part of this policy, together with such other conditions, provisions, stipulations and agreements as may be added hereto.

Countersigned

20

By \_\_\_\_\_

**MOTOR TRUCK CARGO PROPOSAL FORM  
PRAETORIAN INSURANCE COMPANY**

**Use space on last page or attach an extra sheet if there is insufficient room for answers**

1. Applicant: \_\_\_\_\_ doing business as:  
 Company: \_\_\_\_\_ Year established \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_ ICC Docket No. MC \_\_\_\_\_

2. Names, addresses and functions of Associated or Subsidiary Companies to be included:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3. Are Companies: a) Common Carriers [ ] b) Private Carriers [ ]  
 c) Contract Carriers [ ] d) Owner of cargo [ ] e) Other [ ] (Please give details at end of form)  
 If you contract on a released liability basis please attach a copy of a specimen waybill showing how much liability you accept.  
 Also please give details of your additional valuation rates and the approximate annual level of additional valuation charges you receive.

4. a) Please give details of any operations carried out other than that of a carrier \_\_\_\_\_  
 \_\_\_\_\_  
 b) Do you subcontract to other parties? \_\_\_\_\_ If so on long term (30 day+) leases or other basis? (give details) \_\_\_\_\_  
 c) Are subcontractors responsible and insured for loss or damage to the cargo you subcontract to them? \_\_\_\_\_ If so, do you maintain copies of their current insurance arrangements on file? \_\_\_\_\_

5. Please give gross receipts in respect of your trucking operations for past 5 years:-

YEAR	G.R. Own haul	G.R. Subcontracted out	Total G.R. all operations

6. The following interests are **excluded** under the basic policy form, but can normally be covered at additional premium if requested. Please circle any you wish to be covered, and include details of such exposures in answer to question 8: Accounts, bills, debts, evidence of debt, letters of credit, passports, documents, railroad or other tickets, notes, money, securities, currency, bullion, precious stones, jewelry &/or other similar valuable articles, paintings, statuary and other works of art, manuscripts, mechanical drawings, live animals, tobacco, cigars, cigarettes, non-ferrous metal in scrap or ingot form, furs, alcohol, liquor, beer, wine, garments (*defined as: items of clothing, including innerwear and outerwear, footwear, shoes, boots, gloves, hats, and the like*), seafood unless canned, and electronics (*defined as: all items of consumer and commercial electrical appliances and instruments including but not limited to radios, stereos, televisions, computers, computer software, hard drives, chips, modems, monitors, cameras, facsimile machines, photocopiers, VCRs, hi-fis, CD players and the like. Note: Heavy electrical items, such as switchgear, turbines, generators and the like are NOT considered to be electronics*).



**MOTOR TRUCK CARGO PROPOSAL FORM  
PRAETORIAN INSURANCE COMPANY**

13. Please give details of the number of vehicles for which cargo cover is required:

Tractor Units		Reefer Trailers 10 yrs old or less	
Straight trucks		Reefer Trailers more than 10 yrs old	
Reefer trucks		Flat bed trailers	
Tank trucks		Tank trailers	
Other power units		Other trailers	
<b>Total number of power units</b>		<b>Total number of trailers</b>	

14. Please give power unit vehicle identification numbers if scheduled vehicle policy required:

1		6	
2		7	
3		8	
4		9	
5		10	

15. Please give driver details:

Total no. of drivers		No. of full time employee drivers	
No. under 25 yrs old		No. of drivers on long term (30d+) lease	
No. over 60 yrs old		No. of two person driver teams	

16. Please give details of checking procedures maintained for employing new drivers: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

17. What are the criteria you use to determine whether to fire existing drivers? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

18. Please give details of your cargo loss experience whether insured or not, for the past 5 years, on an All Risks / Broad Form basis, **FROM 1st DOLLAR / NO DEDUCTIBLE**

Year	Paid	Outstanding	What happened?



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

## **ARKANSAS CHANGES**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART

- A.** When this endorsement is attached to the Standard Property Policy **CP 00 99** the term Coverage Part in this endorsement is replaced by the term Policy.
- B.** The following is added to the Common Policy Conditions:

### **MULTI-YEAR POLICIES**

We may issue this policy for a term in excess of twelve months with the premium adjusted on an annual basis in accordance with our rates and rules.

- C.1.** Except as provided in **C.2.** below, the **Appraisal** Condition, if any, is replaced by the following:
- a.** If we and you disagree on the value of the property or the amount of loss ("loss"), either party may make a written request for an appraisal of the loss ("loss"). However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss ("loss") appraised. If so agreed, 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 a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss ("loss"). If they fail to agree, they will submit their differences to the umpire.
  - b.** An appraisal decision will not be binding on either party.
  - c.** If there is an appraisal, we will still retain our right to deny the claim.

- d.** Each party will:

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

- C.2.** The **Appraisal** Condition in Business Income Coverage Form (And Extra Expense) **CP 00 30** Business Income Coverage Form (Without Extra Expense) **CP 00 32** and Capital Assets Program Coverage Form (Output Policy), **OP 00 01**, Paragraph **A.7.** Business Income And Extra Expense is replaced by the following:

- a.** If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either party may make a written request for an appraisal of the loss. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, 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 a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire.
- b.** An appraisal decision will not be binding on either party.
- c.** If there is an appraisal, we will still retain our right to deny the claim.
- d.** Each party will:
  - (1)** Pay its chosen appraiser; and
  - (2)** Bear the other expenses of the appraisal and umpire equally.

**D.1.** This Paragraph, **D.2.**, does not apply to the following:

Farm Liability Coverage Form

Legal Liability Coverage Form

**2.** The 2-year limitation in the Legal Action Against Us Condition is changed to 5 years.

**Praetorian Insurance Company**

**MOTOR TRUCK CARGO**

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

**NON OWNED TRAILER ENDORSEMENT**

In consideration of the additional premium charged, it is hereby noted and agreed that this policy is extended to cover the Insured's liability to non-owned trailers.

Liability under this extension shall be subject to the policy deductibles, exclusions, and general conditions, and shall further exclude:

- 1) Loss of or damage to any radio transmitting or receiving set and tape recorders unless permanently attached to an insured automobile, garments, personal effects, or other property of the assured or of others carried in or upon the trailer.
- 2) Loss of or damage to tires unless damaged by fire or stolen or unless lost or damaged in an accidental collision or upset which also caused other damage to the trailer.
- 3) Loss or damage to any trailer which is due to wear and tear, freezing, mechanical or electrical breakdown or failure, unless such damage is the result of other losses covered by this insurance.
- 4) Loss suffered by the Insured as the result of voluntarily parting with title or possession, whether or not induced so to do by any fraudulent scheme, trick, device or false pretense.
- 5) The theft, robbery or pilferage of tools or repair equipment except in conjunction with the theft of an entire trailer.
- 6) The wrongful conversion, embezzlement or secretion by a mortgagee, vendee, lessee or other person in lawful possession of the insured property under a mortgage, conditional sale, lease or other contract or agreement, whether written or verbal.
- 7) Loss of or damage to any trailer occurring whilst such trailer is not attached to a tractor unit which is insured under this policy.

The limit of liability of the Underwriters in respect of any one trailer shall be the sum of            In the event that the actual value of the trailer insured under this extension exceeds that sum, then Underwriters shall not be liable for a greater proportion of any loss or damage to such trailer insured than the actual value of the trailer bears to that sum.

All other policy terms and conditions remain unchanged.

*SERFF Tracking Number: PRAE-125286567*

*State: Arkansas*

*Filing Company: Praetorian Insurance Company*

*State Tracking Number: AR-PC-07-026115*

*Company Tracking Number: PIC-AR-IUI-IM-F-01*

*TOI: 09.0 Inland Marine*

*Sub-TOI: 09.0005 Other Commercial Inland Marine*

*Product Name: Motor Truck Cargo*

*Project Name/Number: /*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: PRAE-125286567

State: Arkansas

Filing Company: Praetorian Insurance Company

State Tracking Number: AR-PC-07-026115

Company Tracking Number: PIC-AR-IUI-IM-F-01

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Motor Truck Cargo

Project Name/Number: /

## Supporting Document Schedules

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

**Review Status:**

Approved

10/05/2007

**Comments:**

**Attachment:**

P&C Transmittal.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:
	New Business
	Renewal Business
	f. State Filing #:
	g. SERFF Filing #:
	h. Subject Codes

<b>3. Group Name</b>	<b>Group NAIC #</b>
QBE Insurance Group Ltd.	796

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Praetorian Insurance Company	Illinois	37257	36-3030511	

<b>5. Company Tracking Number</b>	<b>PIC-AR-IUI-IM-F-01</b>
-----------------------------------	---------------------------

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

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Kristen Garraffa 88 Pine Street	Senior Filing Analyst	(212) 805-9771	(212) 894-7821	Kristen.Garraffa@ qbeamericas.com
	7. Signature of authorized filer				
	8. Please print name of authorized filer		Kristen Garraffa		

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

<b>9. Type of Insurance (TOI)</b>	9.0000 - Commercial Inland Marine
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	9.0005 – Other Commercial Inland Marine
<b>11. State Specific Product code(s) (if applicable)[See State Specific Requirements]</b>	
<b>12. Company Program Title</b> (Marketing title)	Motor Truck Cargo
<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: Upon Approval                      Renewal:
<b>15. Reference Filing?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>16. Reference Organization</b> (if applicable)	The Most Current ISO and AAIS forms for Inland Marine
<b>17. Reference Organization # &amp; Title</b>	N/A
<b>18. Company's Date of Filing</b>	September 18, 2007
<b>19. Status of filing in domicile</b>	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

<b>20.</b> <b>This filing transmittal is part of Company Tracking #</b>	PIC-AR-IUI-IM-F-01
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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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Praetorian Insurance Company submits for your review and approval this initial form filing for our new Motor Truck Cargo Program. Since Motor Truck Cargo falls under the Non-Filed Class of Inland Marine, it is our understanding that the rates and rules for this program are exempt from filing requirements.

This program offers independent forms, that will be used in conjunction with ISO and AAIS forms.

<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]
--

**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.)**

SERFF Tracking Number: PRAE-125286567 State: Arkansas  
 Filing Company: Praetorian Insurance Company State Tracking Number: AR-PC-07-026115  
 Company Tracking Number: PIC-AR-IUI-IM-F-01  
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine  
 Product Name: Motor Truck Cargo  
 Project Name/Number: /

## 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.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Commercial Inland Marine Conditions	09/11/2007	CM 00 01 9 00.pdf

## COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Forms:

### LOSS CONDITIONS

#### A. Abandonment

There can be no abandonment of any property to us.

#### B. Appraisal

If we and you disagree on the value of the 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 a court having jurisdiction. The appraisers will state separately the value of the 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:

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.

#### C. Duties in The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the policy if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. 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 not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
7. We may examine any Insured under oath, while not in the presence of any other Insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an Insured's books and records. In the event of examination, an Insured's answers must be signed.
8. 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.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

#### D. 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.

#### E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.

3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owner's property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
  - a. We have reached agreement with you on the amount of the loss; or
  - b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.

**F. Other Insurance**

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. 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 Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than the described in 1. 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.

**G. Pair, Sets Or Parts**

1. **Pair or Set**  
In case of loss or damage to any part of a pair or set we may:
  - a. repair or replace any part to restore the pair or set to its value before the loss or damage; or
  - b. pay the difference between the value of the pair or set before and after the loss or damage.

**2. Parts**

In case of loss or damage to any part of Covered Property consisting of several

parts when complete, we will only pay for the value of the lost or damaged part.

**H. Recovered Property**

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

**I. Reinstatement of Limit After Loss**

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

**J. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Part 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. But you may waive your rights against another party in writing:

1. Prior to a loss of your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
  - a. someone insured by this insurance; or
  - b. a business firm:
    - i. Owned or controlled by you; or
    - ii. That owns or controls you.

This will not restrict your insurance.

**GENERAL CONDITIONS**

**A. Concealment, Misrepresentation Or Fraud**

This Coverage Part 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:

1. this Coverage Part;
2. the Covered Property;
3. your interest in the Covered Property; or
4. a claim under this Coverage Part.

**B. Control of Property**

Any act or neglect of any person other than you beyond any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

**C. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Part unless:

1. there has been full compliance with all the terms of this Coverage Part; and
2. the action is brought within 2 years after you first have knowledge of the direct loss or damage.

**D. No Benefit to Bailee**

No person or organization, other than you, having custody of Coverage Property will benefit from this insurance.

**E. Policy Period**

We cover loss or damage commencing:

1. during the policy period shown in the Declarations; and
2. within the coverage territory.

**F. Valuation**

The value of property will be the least of the following amounts:

1. the actual cash value of that property;
2. the cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. the cost of replacing that property with substantially identical property.

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