

SERFF Tracking Number: AMRS-125361170 State: Arkansas
 First Filing Company: AMERISURE MUTUAL INSURANCE State Tracking Number: #? \$50
 COMPANY, ...
 Company Tracking Number: AR-IM-11-07-AAISF
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: COMMERCIAL INLAND MARINE
 Project Name/Number: WITHDRAWAL OF COMPANY TRANSIT PROGRAM - ADOPTION OF AAIS FORMS & SCHEDULES/CW-AAIS-IM-11-07-F

Filing at a Glance

Companies: AMERISURE MUTUAL INSURANCE COMPANY, AMERISURE INSURANCE COMPANY

Product Name: COMMERCIAL INLAND MARINE SERFF Tr Num: AMRS-125361170 State: Arkansas

MARINE

TOI: 09.0 Inland Marine

SERFF Status: Closed

State Tr Num: #? \$50

Sub-TOI: 09.0005 Other Commercial Inland Marine

Co Tr Num: AR-IM-11-07-AAISF

State Status: Fees verified

Filing Type: Form

Co Status:

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

Author: Dacia Owens

Disposition Date: 11/21/2007

Date Submitted: 11/20/2007

Disposition Status: Withdrawn

Effective Date Requested (New): 03/01/2008

Effective Date (New): 03/01/2008

Effective Date Requested (Renewal): 03/01/2008

Effective Date (Renewal):
03/01/2008

General Information

Project Name: WITHDRAWAL OF COMPANY TRANSIT PROGRAM - ADOPTION OF AAIS FORMS & SCHEDULES Status of Filing in Domicile: Authorized

Project Number: CW-AAIS-IM-11-07-F

Domicile Status Comments:

Reference Organization: AAIS

Reference Number: 07-2026; 07-2025; 07-2343

Reference Title: *SEE BELOW

Advisory Org. Circular: 07-2026; 07-2025; 07-2343

Filing Status Changed: 11/21/2007

State Status Changed: 11/21/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

AMERISURE RECENTLY BECAME AFFILIATED WITH THE AMERICAN ASSOCIATION OF INSURANCE SERVICES AND RECEIVED APPROVAL IN YOUR JURISDICTION TO ADOPT MOST CURRENT AAIS NON-FILED COMMERCIAL INLAND MARINE FORMS, RULES AND RATES. IN LIGHT OF OUR RECENT AFFILIATION, WE WISH TO WITHDRAW OUR COMPANY NON-FILED COMMERCIAL INLAND MARINE TRANSIT PROGRAM IN FAVOR OF AAIS.

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IN, ADDITION, WE WISH TO DELAY ADOPTION OF AAIS NEW AND REVISED FORMS, ENDORSEMENTS AND SCHEDULES RELATED TO THE AAIS BULLETINS INDICATED IN THIS FILING.

* NEW & REV. DIFFERENCE IN CONDITIONS FORMS, ENDORSEMENTS, AND SCHEDULES (STATE SPECIFIC FILE NO. AR-PC-07-025860)

* NEW & REV. BUILDERS' RISK, MISC. FLOATERS, RADIO AND TELEVISION TOWER & EQUIP., AND TRANSIT FORMS, ENDORSEMENT, AND SCHEDULE (STATE SPECIFIC FILE AR-PC-07-025799)

Company and Contact

Filing Contact Information

Dacia Owens, COMPLIANCE ANALYST II dowens@amerisure.com
 26777 HALSTED RD. (800) 257-1900 [Phone]
 FARMINGTON HILLS, MI 48331 (248) 426-7789[FAX]

Filing Company Information

AMERISURE MUTUAL INSURANCE COMPANY 26777 HALSTED RD. FARMINGTON HILLS, MI 48331-2060 (800) 257-1900 ext. 54270[Phone]	CoCode: 23396 Group Code: 124 Group Name: AMERISURE INSURANCE FEIN Number: 38-0829210 -----	State of Domicile: Michigan Company Type: PROPERTY & CASUALTY State ID Number:
AMERISURE INSURANCE COMPANY 26777 HALSTED RD. FARMINGTON HILLS, MI 48331-2060 (800) 257-1900 ext. 54270[Phone]	CoCode: 19488 Group Code: 124 Group Name: AMERISURE INSURANCE FEIN Number: 38-1869912 -----	State of Domicile: Michigan Company Type: PROPERTY & CASUALTY State ID Number:

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Withdrawn	Llyweyia Rawlins	11/21/2007	11/21/2007

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Disposition

Disposition Date: 11/21/2007

Effective Date (New): 03/01/2008

Effective Date (Renewal): 03/01/2008

Status: Withdrawn

Comment:

This filing is approved contingent on receiving the filing fees the company indicates in the filing that they have sent.

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

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

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Withdrawn	Yes
Supporting Document	FORMS LIST/FILING MEMO	Withdrawn	Yes
Form	Trip Transit Coverage	Withdrawn	Yes
Form	Transportation Coverage	Withdrawn	Yes
Form	Owners Cargo Coverage	Withdrawn	Yes
Form	Locked Motor Vehicle	Withdrawn	Yes
Form	Transportation Declarations	Withdrawn	Yes
Form	Owner's Cargo Declarations	Withdrawn	Yes
Form	Trip Transit Declarations	Withdrawn	Yes
Form	Loading and Unloading	Withdrawn	Yes
Form	Refrigeration Breakdown	Withdrawn	Yes
Form	Scheduled Vehicles	Withdrawn	Yes
Form	Named Peril	Withdrawn	Yes
Form	Protective Devices Endorsement	Withdrawn	Yes
Form	Protective Devices Schedule	Withdrawn	Yes
Form	Loss Payable Endorsement	Withdrawn	Yes
Form	Loss Payable Schedule	Withdrawn	Yes
Form	Replacement Cost	Withdrawn	Yes
Form	Property Excluded	Withdrawn	Yes
Form	Inland Marine Policy Conditions	Withdrawn	Yes
Form	Theft Limitation Endorsement	Withdrawn	Yes
Form	Transit Backhaul Coverage	Withdrawn	Yes
Form	Motor Truck Cargo - Truckers	Withdrawn	Yes
Form	Motor Truck Cargo – Broad Form	Withdrawn	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Withdrawn	Trip Transit Coverage	CM 71 38	07 03	Policy/CoveWithdrawn rage Form	Replaced Form #:0.00 Previous Filing #:		cm71380703.pdf
Withdrawn	Transportation Coverage	CM 71 41	07 03	Policy/CoveWithdrawn rage Form	Replaced Form #:0.00 Previous Filing #:		CM71410703.pdf
Withdrawn	Owners Cargo Coverage	CM 71 51	07 03	Endorseme Withdrawn nt/Amendm ent/Condi tions	Replaced Form #:0.00 Previous Filing #:		CM71510703.pdf
Withdrawn	Locked Motor Vehicle	CM 72 29	08 03	Policy/CoveWithdrawn rage Form	Replaced Form #:0.00 Previous Filing #:		CM72290803.pdf
Withdrawn	Transportation Declarations	CM 72 30	07 03	Declaration Withdrawn s/Schedule	Replaced Form #:0.00 Previous Filing #:		CM72300703.pdf
Withdrawn	Owner's Cargo Declarations	CM 72 31	07 03	Declaration Withdrawn s/Schedule	Replaced Form #:0.00 Previous Filing #:		CM72310703.pdf
Withdrawn	Trip Transit Declarations	CM 72 32	07 03	Declaration Withdrawn s/Schedule	Replaced Form #:0.00 Previous Filing #:		CM72320703.pdf
Withdrawn	Loading and Unloading	CM 72 33	07 03	Endorseme Withdrawn nt/Amendm ent/Condi tions	Replaced Form #:0.00 Previous Filing #:		CM72330703.pdf
Withdrawn	Refrigeration Breakdown	CM 72 34	07 03	Endorseme Withdrawn nt/Amendm ent/Condi tions	Replaced Form #:0.00 Previous Filing #:		CM72340703.pdf
Withdrawn	Scheduled Vehicles	CM 72 35	07 03	Endorseme Withdrawn nt/Amendm	Replaced Form #:0.00		CM72350703.pdf

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Withdrawn	Named Peril	CM 72 36 07 03	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:0.00	Previous Filing #:	CM7236070 3.pdf
Withdrawn	Protective Devices Endorsement	CM 72 37 07 03	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:0.00	Previous Filing #:	CM7237070 3.pdf
Withdrawn	Protective Devices Schedule	CM 72 38 07 03	Declaration s/Schedule	Withdrawn Replaced Form #:0.00	Previous Filing #:	CM7238070 3.pdf
Withdrawn	Loss Payable Endorsement	CM 72 39 07 03	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:0.00	Previous Filing #:	CM7239070 3.pdf
Withdrawn	Loss Payable Schedule	CM 72 40 07 03	Declaration s/Schedule	Withdrawn Replaced Form #:0.00	Previous Filing #:	CM7240070 3.pdf
Withdrawn	Replacement Cost	CM 72 41 07 03	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:0.00	Previous Filing #:	CM7241070 3.pdf
Withdrawn	Property Excluded	CM 72 42 07 03	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:0.00	Previous Filing #:	CM7242070 3.pdf
Withdrawn	Inland Marine Policy Conditions	CM 72 43 07 03	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:0.00	Previous Filing #:	CM7243070 3.pdf
Withdrawn	Theft Limitation Endorsement	CM 72 44 08 03	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:0.00	Previous Filing #:	CM7244080 3.pdf
Withdrawn	Transit Backhaul	CM 72 45 09 03	Policy/Cove	Withdrawn Replaced Form #:0.00		CM7245090

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Coverage	Policy Number	Form	Previous Filing #:	File Name
Withdrawn Motor Truck Cargo - Truckers	CM 71 46 09 03	Endorsement/Amendment/Conditions	Replaced Form #:0.00	cm71460903.pdf
Withdrawn Motor Truck Cargo – Broad Form	CM 71 50 09 03	Endorsement/Amendment/Conditions	Replaced Form #:0.00	CM71500903.pdf

TRIP TRANSIT COVERAGE

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described herein subject to all the "terms" of the Trip Transit Coverage. This coverage is also subject to the "declarations" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "declarations".

Refer to Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks or bold type.

DEFINITIONS

1. The words "you" and "your" mean the persons or organizations named as the insured on the "declarations".
2. The words "we", "us", and "our" mean the company providing this coverage.
3. "Any one aircraft" means any one aircraft, airplane, helicopter, dirigible, or any machine capable of flight.
4. "Any one carrier for hire" means any one vehicle, truck, trailer, semitrailer, or combination of these pulled by one power unit operated by a carrier for hire.
5. "Any one owned vehicle" means any one vehicle, truck, trailer, semitrailer, or combination of these pulled by one power unit owned by "you" or leased by "you" and that is operated by "you".
6. "Any one railroad car" means any one railroad car, boxcar, tank car, flat car, or similar rolling stock including any railroad car transporting property in or on one or more trucks, trailers, semitrailers, or other containers.
7. "Declarations" means all pages labeled Declarations, Supplemental Declarations, or Schedules, which pertain to this coverage.
8. "Limit" means the amount of coverage that applies.
9. "Pollutant" means:
 - a. Any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be disposed of as well as recycled, reclaimed, or reconditioned.
 - b. Electrical or magnetic emissions, whether visible or invisible, and sound emissions.
10. "Specified perils" means fire; lightning; windstorm; hail; collision, overturn, or derailment of a transporting conveyance; collapse of a bridge or culvert; and theft.
11. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.

PROPERTY COVERED

1. "We" cover direct physical loss caused by a covered peril to property described on the "declarations".
When:
 - a. A "limit" for a mode of transportation is indicated, and
 - b. A shipment is described on the "declarations";"We" cover described property while in due course of transit on or in:
 - 1) "Any one aircraft";

- 2) "Any one owned vehicle";
 - 3) "Any one carrier for hire"; or
 - 4) "Any one railroad car".
2. If covered property includes property of others "we" only cover such property to the extent of "your" legal liability for direct physical loss caused by a covered peril.

PROPERTY NOT COVERED

1. **Art, Antiques and Fur** -- "We" do not cover objects of art, antiques, or fur garments.
2. **Carrier For Hire** -- "We" do not cover property of others that "you" are responsible for as:
 - a. A carrier for hire; or
 - b. An arranger of transportation, this includes carloader, consolidator, broker, freight forwarder, or shipping association.
3. **Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.
4. **Exports and Imports** -- "We" do not cover exported or imported property:
 - a. That is covered under any ocean marine cargo policy that anyone has obtained covering exports or imports; or
 - b. While on an ocean or air conveyance.
5. **Jewelry, Stones and Metals** -- "We" do not cover jewelry, precious or semi-precious stones, gold, silver, platinum, or other precious metals or alloys.
6. **Lease Agreement** -- "We" do not cover property for which "you" are contractually liable under a lease agreement with any transportation carrier.
7. **Live Animals** -- "We" do not cover animals including cattle or poultry unless death is caused or made necessary by a "specified peril".
8. **Mail** -- "We" do not cover mail shipments in the custody of the U.S. Postal Service.
9. **Money and Securities** -- "We" do not cover accounts, bills, currency, food stamps, or other evidences of debt, lottery tickets not held for sale, money, notes, or securities.
10. **Samples** -- "We" do not cover samples while in the custody of a sales representative.
11. **Storage** -- "We" do not cover property held in storage.

ADDITIONAL COVERAGES

1. **Consolidation and Packing** -- "We" pay for loss caused by a covered peril to covered property while it is at the premises of others for the purpose of consolidation, packing, or packaging.
2. **Debris Removal** -- "We" pay the cost to remove the debris of covered property that is caused by a covered peril. This coverage does not include costs to:
 - a. Extract "pollutants" from land or water; or
 - b. Remove, restore, or replace polluted land or water.

"We" will not pay any more under this coverage than 25% of the amount "we" pay for the direct loss. "We" will not pay more for loss to property and debris removal combined than the "limit" for the damaged property.

However, "we" pay an additional amount of debris removal expense up to \$5,000 when the debris removal expense exceeds 25% of the amount "we" pay for direct loss or when the loss to property and debris removal combined exceeds the "limit" for the damaged property.

"We" do not pay any expenses unless they are reported to "us" in writing within 180 days from the date of direct physical loss to covered property.

3. **Emergency Removal** -- "We" pay for loss to covered property while it is moved or being moved to prevent a loss caused by a covered peril. "We" pay for any direct physical loss caused by a peril that is not excluded. This coverage applies for up to ten days after the property is first moved, but does not extend past the date on which this policy expires.
4. **Loading and Unloading** -- "We" pay for loss caused by a covered peril to covered property while it is being loaded into or unloaded from a mode of transportation indicated on the "declarations". "We" only provide coverage under this provision if the covered property is loaded from or unloaded onto a sidewalk, street, loading dock, or similar area that is adjacent to the indicated mode of transportation.
5. **Pollutant Cleanup and Removal** -- "We" pay "your" expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by a covered peril that occurs during the policy period. The expenses are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.

"We" do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants". However, "we" pay the cost of testing which is necessary for the extraction of "pollutants" from land or water.

The most "we" pay for each site or location is \$10,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12 month period of this policy.

PERILS COVERED

"We" cover external risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

1. "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.
 - a. **Civil Authority** -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do pay for loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.
 - b. **Nuclear Hazard** -- "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. "We" do pay for direct loss by fire resulting from the nuclear hazard.
 - c. **War** -- "We" do not pay for loss caused by war. This means:
 - 1) Declared war, undeclared war, civil war, insurrection, rebellion, or revolution;
 - 2) A warlike act by a military force or by military personnel;
 - 3) The destruction, seizure, or use of the property for a military purpose; or
 - 4) The discharge of a nuclear weapon even if it is accidental.
2. "We" do not pay for loss or damage if one or more of the following exclusions apply to the loss.
 - a. **Criminal, Fraudulent, or Dishonest Acts** -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts alone or in collusion with another by:
 - 1) "You";
 - 2) Others who have an interest in the property;

- 3) Others to whom "you" entrust the property;
- 4) "Your" partners, officers, directors, trustees, or joint adventurers; or
- 5) The employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- b. **Loss of Use** -- "We" do not pay for loss caused by or resulting from loss of use, business interruption, delay, or loss of market.
- c. **Missing Property** -- "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property. This exclusion does not apply to covered property in the custody of a carrier for hire.
- d. **Pollutants** -- "We" do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants" unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril". "We" do pay for any resulting loss caused by a "specified peril".
- e. **Voluntary Parting** -- "We" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.

"We" do cover loss to covered property caused by false bills of lading or shipping receipts that "you" accept in good faith.

3. "We" do not pay for loss or damage if one or more of the following exclusions apply to the loss. But if loss by a "specified peril" results "we" will pay for the resulting loss.
 - a. **Contamination or Deterioration** -- "We" do not pay for loss caused by contamination or deterioration including corrosion; decay; fungus; mildew; mold; rot; rust; or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.
 - b. **Temperature/Humidity** -- "We" do not pay for loss caused by humidity, dampness, dryness, or changes in or extremes of temperature.
 - c. **Wear and Tear** -- "We" do not pay for loss caused by wear and tear.

WHAT MUST BE DONE IN CASE OF LOSS

1. **Notice** -- In case of a loss, "you" must:
 - a. Give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and
 - b. Give notice to the police when the act that causes the loss is a crime.
2. **Protect Property** -- "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss. "We" do pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. "You" must keep an accurate record of such costs. However, "we" do not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against. This does not increase "our" "limit".
3. **Proof of Loss** -- "You" must send "us", within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:
 - a. The time, place, and circumstances of the loss;
 - b. Other policies of insurance that may cover the loss;

- c. "Your" interest and the interests of all others in the property involved, including all mortgages and liens;
 - d. Changes in title of the covered property during the policy period; and
 - e. Estimates, specifications, inventories, and other reasonable information that "we" may require to settle the loss.
4. **Examination** -- "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.
 5. **Records** -- "You" must produce records, including tax returns and bank microfilms of all cancelled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.
 6. **Damaged Property** -- "You" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.
 7. **Volunteer Payments** -- "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
 8. **Abandonment** -- "You" may not abandon the property to "us" without "our" written consent.
 9. **Cooperation** -- "You" must cooperate with "us" in performing all acts required by this policy.

VALUATION

1. **Invoice, Actual Cash Value** -- The value of covered property is based on the invoice amount plus accrued costs, pre-paid charges, and charges since shipment.

In the absence of an invoice the value of covered property will be based on the actual cash value at the time of loss (with a deduction for depreciation) except as provided in paragraphs 2. and 3. under Valuation.
2. **Pair or Set** -- The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
3. **Loss to Parts** -- The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

HOW MUCH WE PAY

1. **Insurable Interest** -- "We" do not cover more than "your" insurable interest in any property.
2. **Deductible** -- "We" pay only that part of "your" loss over the deductible amount indicated on the "declarations" in any one occurrence.
3. **Loss Settlement Terms** -- Subject to paragraphs 1., 2., 4., and 5. under How Much We Pay, "we" pay the lesser of:
 - a. The amount determined under Valuation;
 - b. The cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
 - c. The "limit" that applies to the mode of transportation indicated on the "declarations". In no event will "we" pay more than the catastrophe "limit" indicated on the "declarations" regardless if a loss involves one or more modes of transportation.

When a railroad car is transporting a truck, trailer, or semitrailer, the "limit" for a railroad car applies. In no event will "we" combine the "limit" for "any one owned vehicle" or the "limit" for "any one carrier for hire" with the "limit" for "any one railroad car".

4. **Insurance Under More Than One Coverage** -- If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.
5. **Insurance Under More Than One Policy** -- "You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.

If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit".

LOSS PAYMENT

1. **Our Options** -- "We" have the following options:
 - a. Pay the value of the loss;
 - b. Pay the cost of repairing or replacing the loss;
 - c. Rebuild, repair, or replace with property of like kind and quality, to the extent practicable, within a reasonable time;
 - d. Take all or any part of the damaged property at the agreed or appraised value.

"We" must give "you" notice of "our" intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

2. **Your Losses** -- "We" adjust all losses with "you". Payment will be made to "you" unless another loss payee is named in the policy. An insured loss will be payable 30 days after a satisfactory proof of loss is received, and the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us".
3. **Property of Others** -- Losses to property of others may be adjusted with and paid to:
 - a. "You" on behalf of the owner; or
 - b. The owner.

If "we" pay the owner, "we" do not have to pay "you". "We" may also choose to defend any suits arising from the owners at "our" expense.

OTHER CONDITIONS

1. **Appraisal** -- If "you" and "we" do not agree on the amount of the loss or the actual cash value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us".

2. **Benefit to Others** -- Insurance under this coverage shall not directly or indirectly benefit anyone having custody of "your" property.

3. **Conformity With Statute** -- When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
4. **Estates** -- This provision applies only if the insured is an individual.
On "your" death, "we" cover the following as an insured:
 - a. The person who has custody of "your" property until a legal representative is qualified and appointed; or
 - b. "Your" legal representative.This person or organization is an insured only with respect to property covered by this coverage.
This coverage does not extend past the policy period indicated on the "declarations".
5. **Misrepresentation, Concealment, or Fraud** -- This coverage is void as to "you" and any other insured if, before or after a loss:
 - a. "You" or any other insured have willfully concealed or misrepresented:
 - 1) A material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) "Your" interest herein; or
 - b. There has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.
6. **Policy Period** -- "We" pay for a covered loss that occurs during the policy period.
7. **Recoveries** -- If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:
 - a. "You" must notify "us" promptly if "you" recover property or receive payment;
 - b. "We" must notify "you" promptly if "we" recover property or receive payment;
 - c. Any recovery expenses incurred by either are reimbursed first;
 - d. "You" may keep the recovered property but "you" must refund to "us" the amount of the claim paid, or any lesser amount to which "we" agree; and
 - e. If the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be pro rated between "you" and "us" based on "our" respective interest in the loss.
8. **Restoration of Limits** -- A loss "we" pay under this coverage does not reduce the applicable "limits".
9. **Subrogation** -- If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.
"You" may waive "your" right to recover from others in writing before a loss occurs.
10. **Suit Against Us** -- No one may bring a legal action against "us" under this coverage unless:
 - a. All of the "terms" of this coverage have been complied with; and
 - b. The suit has been brought within two years after "you" first have knowledge of the loss.If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.
11. **Territorial Limits** -- "We" cover property while:
 - a. At a location in; or
 - b. In transit between or within
The United States of America, its territories and possessions, Canada, and Puerto Rico.
12. **Carriers For Hire** -- "You" may accept bills of lading or shipping receipts issued by carriers for hire that limit their liability to less than the actual cash value of the covered property.

TRANSPORTATION COVERAGE

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described herein subject to all the "terms" of the Transportation Coverage. This coverage is also subject to the "declarations" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "declarations".

Refer to Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks or bold type.

DEFINITIONS

1. The words "you" and "your" mean the persons or organizations named as the insured on the "declarations".
2. The words "we", "us", and "our" mean the company providing this coverage.
3. "Any one aircraft" means any one aircraft, airplane, helicopter, dirigible, or any machine capable of flight.
4. "Any one carrier for hire" means any one vehicle, truck, trailer, semitrailer, or combination of these pulled by one power unit operated by a carrier for hire.
5. "Any one owned vehicle" means any one vehicle, truck, trailer, semitrailer, or combination of these pulled by one power unit owned by "you" or leased by "you" and that is operated by "you".
6. "Any one railroad car" means any one railroad car, boxcar, tank car, flat car, or similar rolling stock including any railroad car transporting property in or on one or more trucks, trailers, semitrailers, or other containers.
7. "Declarations" means all pages labeled Declarations, Supplemental Declarations, or Schedules, which pertain to this coverage.
8. "Limit" means the amount of coverage that applies.
9. "Pollutant" means:
 - a. Any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be disposed of as well as recycled, reclaimed, or reconditioned.
 - b. Electrical or magnetic emissions, whether visible or invisible, and sound emissions.
10. "Specified perils" means fire; lightning; windstorm; hail; collision, overturn, or derailment of a transporting conveyance; collapse of a bridge or culvert; and theft.
11. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.

PROPERTY COVERED

1. "We" cover direct physical loss caused by a covered peril to property described on the "declarations". When a "limit" for a mode of transportation is indicated on the "declarations" "we" cover described property while in due course of transit on or in:
 - a. "Any one aircraft";
 - b. "Any one owned vehicle";
 - c. "Any one carrier for hire"; or
 - d. "Any one railroad car".

2. When a "limit" is indicated for a terminal location, "we" cover direct physical loss caused by a covered peril to described property while at a terminal location described on the "declarations" or within 100 feet of the described terminal.

"We" only cover property at a terminal location if the covered property is in due course of transit.
3. If covered property includes property of others "we" only cover such property to the extent of "your" legal liability for direct physical loss caused by a covered peril.

PROPERTY NOT COVERED

1. **Art, Antiques and Fur** -- "We" do not cover objects of art, antiques, or fur garments.
2. **Carrier For Hire** -- "We" do not cover property of others that "you" are responsible for as a:
 - a. Carrier for hire; or
 - b. As an arranger of transportation; this includes carloader, consolidator, broker, freight forwarder, or shipping association.
3. **Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.
4. **Exports and Imports** -- "We" do not cover exported or imported property:
 - a. That is covered under any ocean marine cargo policy that anyone has obtained covering exports or imports; or
 - b. While on an ocean or air conveyance.
5. **Jewelry, Stones and Metals** -- "We" do not cover jewelry, precious or semi-precious stones, gold, silver, platinum, or other precious metals or alloys.
6. **Lease Agreement** -- "We" do not cover property for which "you" are contractually liable under a lease agreement with any transportation carrier.
7. **Live Animals** -- "We" do not cover animals including cattle or poultry unless death is caused or made necessary by a "specified peril".
8. **Mail** -- "We" do not cover mail shipments in the custody of the U.S. Postal Service.
9. **Money and Securities** -- "We" do not cover accounts, bills, currency, food stamps, or other evidences of debt, lottery tickets not held for sale, money, notes, or securities.
10. **Samples** -- "We" do not cover samples while in the custody of a sales representative.
11. **Storage** -- "We" do not cover property held in storage.

ADDITIONAL COVERAGES

1. **Debris Removal** -- "We" pay the cost to remove the debris of covered property that is caused by a covered peril. This coverage does not include costs to:
 - a. Extract "pollutants" from land or water; or
 - b. Remove, restore, or replace polluted land or water.

"We" will not pay any more under this coverage than 25% of the amount "we" pay for the direct loss. "We" will not pay more for loss to property and debris removal combined than the "limit" for the damaged property.

However, "we" pay an additional amount of debris removal expense up to \$5,000 when the debris removal expense exceeds 25% of the amount "we" pay for direct loss or when the loss to property and debris removal combined exceeds the "limit" for the damaged property.

"We" do not pay any expenses unless they are reported to "us" in writing within 180 days from the date of direct physical loss to covered property.

2. **Emergency Removal** -- "We" pay for loss to covered property while it is moved or being moved to prevent a loss caused by a covered peril. "We" pay for any direct physical loss caused by a peril that is not excluded. This coverage applies for up to ten days after the property is first moved, but does not extend past the date on which this policy expires.
3. **Pollutant Cleanup and Removal** -- "We" pay "your" expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by a covered peril that occurs during the policy period. The expenses are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.

"We" do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants". However, "we" pay the cost of testing which is necessary for the extraction of "pollutants" from land or water.

The most "we" pay for each site or location is \$10,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12 month period of this policy.

4. **Rejected Shipments** -- "We" pay for loss caused by a covered peril to outgoing shipments of covered property that have been rejected by the consignee, including shipments that are not deliverable. "We" cover rejected shipments while:
 - a. In due course of transit back to "you"; or
 - b. Awaiting return shipment to "you".

This additional coverage will end ten days after delivery has been attempted or made to the consignee unless the covered property is in due course of transit back to "you".

PERILS COVERED

"We" cover external risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

1. "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.
 - a. **Civil Authority** -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do pay for loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.
 - b. **Nuclear Hazard** -- "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. "We" do pay for direct loss by fire resulting from the nuclear hazard.
 - c. **War** -- "We" do not pay for loss caused by war. This means:
 - 1) Declared war, undeclared war, civil war, insurrection, rebellion, or revolution;
 - 2) A warlike act by a military force or by military personnel;
 - 3) The destruction, seizure, or use of the property for a military purpose; or
 - 4) The discharge of a nuclear weapon even if it is accidental.
2. "We" do not pay for loss or damage if one or more of the following exclusions apply to the loss.
 - a. **Criminal, Fraudulent, or Dishonest Acts** -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts alone or in collusion with another by:
 - 1) "You";

- 2) Others who have an interest in the property;
- 3) Others to whom "you" entrust the property;
- 4) "Your" partners, officers, directors, trustees, or joint adventurers; or
- 5) The employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- b. **Loss of Use** -- "We" do not pay for loss caused by or resulting from loss of use, business interruption, delay, or loss of market.
 - c. **Missing Property** -- "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property. This exclusion does not apply to covered property in the custody of a carrier for hire.
 - d. **Pollutants** -- "We" do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants" unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril". "We" do pay for any resulting loss caused by a "specified peril".
 - e. **Voluntary Parting** -- "We" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.
 "We" do cover loss to covered property caused by false bills of lading or shipping receipts that "you" accept in good faith.
3. "We" do not pay for loss or damage if one or more of the following exclusions apply to the loss. But if loss by a "specified peril" results "we" will pay for the resulting loss.
 - a. **Contamination or Deterioration** -- "We" do not pay for loss caused by contamination or deterioration including corrosion; decay; fungus; mildew; mold; rot; rust; or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.
 - b. **Temperature/Humidity** -- "We" do not pay for loss caused by humidity, dampness, dryness, or changes in or extremes of temperature.
 - c. **Wear and Tear** -- "We" do not pay for loss caused by wear and tear.

WHAT MUST BE DONE IN CASE OF LOSS

1. **Notice** -- In case of a loss, "you" must:
 - a. Give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and
 - b. Give notice to the police when the act that causes the loss is a crime.
2. **Protect Property** -- "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss. "We" do pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. "You" must keep an accurate record of such costs. However, "we" do not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against. This does not increase "our" "limit".
3. **Proof of Loss** -- "You" must send "us", within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:
 - a. The time, place, and circumstances of the loss;
 - b. Other policies of insurance that may cover the loss;

- c. "Your" interest and the interests of all others in the property involved, including all mortgages and liens;
 - d. Changes in title of the covered property during the policy period; and
 - e. Estimates, specifications, inventories, and other reasonable information that "we" may require to settle the loss.
4. **Examination** -- "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.
 5. **Records** -- "You" must produce records, including tax returns and bank microfilms of all cancelled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.
 6. **Damaged Property** -- "You" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.
 7. **Volunteer Payments** -- "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
 8. **Abandonment** -- "You" may not abandon the property to "us" without "our" written consent.
 9. **Cooperation** -- "You" must cooperate with "us" in performing all acts required by this policy.

VALUATION

1. **Invoice, Actual Cash Value** -- The value of covered property is based on the invoice amount plus accrued costs, pre-paid charges, and charges since shipment.

In the absence of an invoice the value of covered property will be based on the actual cash value at the time of loss (with a deduction for depreciation) except as provided in paragraphs 2. and 3. under Valuation.
2. **Pair or Set** -- The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
3. **Loss to Parts** -- The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

HOW MUCH WE PAY

1. **Insurable Interest** -- "We" do not cover more than "your" insurable interest in any property.
2. **Deductible** -- "We" pay only that part of "your" loss over the deductible amount indicated on the "declarations" in any one occurrence.
3. **Loss Settlement Terms** -- Subject to paragraphs 1., 2., 4., and 5. under How Much We Pay, "we" pay the lesser of:
 - a. The amount determined under Valuation;
 - b. The cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
 - c. The "limit" that applies to the mode of transportation or terminal location indicated on the "declarations". In no event will "we" pay more than the catastrophe "limit" indicated on the "declarations" regardless if a loss involves:
 - 1) One or more modes of transportation;
 - 2) One or more terminal locations; or
 - 3) Any combination of modes of transportation or terminal locations.

When a railroad car is transporting a truck, trailer, or semitrailer, the "limit" for a railroad car applies. In no event will "we" combine the "limit" for "any one owned vehicle" or the "limit" for "any one carrier for hire" with the "limit" for "any one railroad car".

When a truck, trailer, or semitrailer is situated within a terminal building or within 100 feet of a terminal building, the "limit" for terminal locations applies. In no event will "we" combine the "limit" for "any one owned vehicle" or the "limit" for "any one carrier for hire" with the "limit" for terminal locations.

4. **Insurance Under More Than One Coverage** -- If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.
5. **Insurance Under More Than One Policy** -- "You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.

If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit".

LOSS PAYMENT

1. **Our Options** -- "We" have the following options:
 - a. Pay the value of the loss;
 - b. Pay the cost of repairing or replacing the loss;
 - c. Rebuild, repair, or replace with property of like kind and quality, to the extent practicable, within a reasonable time;
 - d. Take all or any part of the damaged property at the agreed or appraised value.

"We" must give "you" notice of "our" intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

2. **Your Losses** -- "We" adjust all losses with "you". Payment will be made to "you" unless another loss payee is named in the policy. An insured loss will be payable 30 days after a satisfactory proof of loss is received, and the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us".
3. **Property of Others** -- Losses to property of others may be adjusted with and paid to:
 - a. "You" on behalf of the owner; or
 - b. The owner.

If "we" pay the owner, "we" do not have to pay "you". "We" may also choose to defend any suits arising from the owners at "our" expense.

OTHER CONDITIONS

1. **Appraisal** -- If "you" and "we" do not agree on the amount of the loss or the actual cash value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us".

2. **Benefit to Others** -- Insurance under this coverage shall not directly or indirectly benefit anyone having custody of "your" property.
3. **Conformity With Statute** -- When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
4. **Estates** -- This provision applies only if the insured is an individual.
On "your" death, "we" cover the following as an insured:
 - a. The person who has custody of "your" property until a legal representative is qualified and appointed; or
 - b. "Your" legal representative.This person or organization is an insured only with respect to property covered by this coverage.
This coverage does not extend past the policy period indicated on the "declarations".
5. **Misrepresentation, Concealment, or Fraud** -- This coverage is void as to "you" and any other insured if, before or after a loss:
 - a. "You" or any other insured have willfully concealed or misrepresented:
 - 1) A material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) "Your" interest herein; or
 - b. There has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.
6. **Policy Period** -- "We" pay for a covered loss that occurs during the policy period.
7. **Recoveries** -- If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:
 - a. "You" must notify "us" promptly if "you" recover property or receive payment;
 - b. "We" must notify "you" promptly if "we" recover property or receive payment;
 - c. Any recovery expenses incurred by either are reimbursed first;
 - d. "You" may keep the recovered property but "you" must refund to "us" the amount of the claim paid, or any lesser amount to which "we" agree; and
 - e. If the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be pro rated between "you" and "us" based on "our" respective interest in the loss.
8. **Restoration of Limits** -- A loss "we" pay under this coverage does not reduce the applicable "limits".
9. **Subrogation** -- If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.
"You" may waive "your" right to recover from others in writing before a loss occurs.
10. **Suit Against Us** -- No one may bring a legal action against "us" under this coverage unless:
 - a. All of the "terms" of this coverage have been complied with; and
 - b. The suit has been brought within two years after "you" first have knowledge of the loss.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.

11. **Territorial Limits** -- "We" cover property while:

- a. At a location in; or
- b. In transit between or within

The United States of America, its territories and possessions, Canada, and Puerto Rico.

12. **Carriers For Hire** -- "You" may accept bills of lading or shipping receipts issued by carriers for hire that limit their liability to less than the actual cash value of the covered property.

OWNER'S CARGO COVERAGE

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described herein subject to all the "terms" of the Owner's Cargo Coverage. This coverage is also subject to the "declarations" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "declarations".

Refer to Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks or bold type.

DEFINITIONS

1. The words "you" and "your" mean the persons or organizations named as the insured on the "declarations".
2. The words "we", "us", and "our" mean the company providing this coverage.
3. "Any one owned vehicle" means any one vehicle, truck, trailer, semitrailer, or combination of these pulled by one power unit owned by "you" or leased by "you" and that is operated by "you".
4. "Declarations" means all pages labeled Declarations, Supplemental Declarations, or Schedules, which pertain to this coverage.
5. "Limit" means the amount of coverage that applies.
6. "Pollutant" means:
 - a. Any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be disposed of as well as recycled, reclaimed, or reconditioned.
 - b. Electrical or magnetic emissions, whether visible or invisible, and sound emissions.
7. "Specified perils" means fire; lightning; windstorm; hail; collision, overturn, or derailment of a transporting conveyance; collapse of a bridge or culvert; and theft.
8. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.

PROPERTY COVERED

1. "We" cover direct physical loss caused by a covered peril to property described on the "declarations". "We" cover described property while in due course of transit on or in "any one owned vehicle".
2. When a "limit" is indicated for a terminal location, "we" cover direct physical loss caused by a covered peril to described property while at a terminal location described on the "declarations" or within 100 feet of the described terminal.

"We" only cover property at a terminal location if the covered property is in due course of transit.
3. If covered property includes property of others "we" only cover such property to the extent of "your" legal liability for direct physical loss caused by a covered peril.

PROPERTY NOT COVERED

1. **Art, Antiques and Fur** -- "We" do not cover objects of art, antiques, or fur garments.
2. **Carrier For Hire** -- "We" do not cover property of others that "you" are responsible for as a:
 - a. Carrier for hire; or

- b. As an arranger of transportation; this includes carloader, consolidator, broker, freight forwarder, or shipping association.
3. **Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.
4. **Exports and Imports** -- "We" do not cover exported or imported property:
 - a. That is covered under any ocean marine cargo policy that anyone has obtained covering exports or imports; or
 - b. While on an ocean or air conveyance.
5. **Jewelry, Stones and Metals** -- "We" do not cover jewelry, precious or semi-precious stones, gold, silver, platinum, or other precious metals or alloys.
6. **Lease Agreement** -- "We" do not cover property for which "you" are contractually liable under a lease agreement with any transportation carrier.
7. **Live Animals** -- "We" do not cover animals including cattle or poultry unless death is caused or made necessary by a "specified peril".
8. **Mail** -- "We" do not cover mail shipments in the custody of the U.S. Postal Service.
9. **Money and Securities** -- "We" do not cover accounts, bills, currency, food stamps, or other evidences of debt, lottery tickets not held for sale, money, notes, or securities.
10. **Samples** -- "We" do not cover samples while in the custody of a sales representative.
11. **Storage** -- "We" do not cover property held in storage.

ADDITIONAL COVERAGES

1. **Debris Removal** -- "We" pay the cost to remove the debris of covered property that is caused by a covered peril. This coverage does not include costs to:
 - a. Extract "pollutants" from land or water; or
 - b. Remove, restore, or replace polluted land or water.

"We" will not pay any more under this coverage than 25% of the amount "we" pay for the direct loss. "We" will not pay more for loss to property and debris removal combined than the "limit" for the damaged property.

However, "we" pay an additional amount of debris removal expense up to \$5,000 when the debris removal expense exceeds 25% of the amount "we" pay for direct loss or when the loss to property and debris removal combined exceeds the "limit" for the damaged property.

"We" do not pay any expenses unless they are reported to "us" in writing within 180 days from the date of direct physical loss to covered property.

2. **Emergency Removal** -- "We" pay for loss to covered property while it is moved or being moved to prevent a loss caused by a covered peril. "We" pay for any direct physical loss caused by a peril that is not excluded. This coverage applies for up to ten days after the property is first moved, but does not extend past the date on which this policy expires.
3. **Pollutant Cleanup and Removal** -- "We" pay "your" expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by a covered peril that occurs during the policy period. The expenses are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.

"We" do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants". However, "we" pay the cost of testing which is necessary for the extraction of "pollutants" from land or water.

The most "we" pay for each site or location is \$10,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12 month period of this policy.

4. **Rejected Shipments** -- "We" pay for loss caused by a covered peril to outgoing shipments of covered property that have been rejected by the consignee, including shipments that are not deliverable. "We" cover rejected shipments while:
 - a. In due course of transit back to "you"; or
 - b. Awaiting return shipment to "you".

This additional coverage will end ten days after delivery has been attempted or made to the consignee unless the covered property is in due course of transit back to "you".

PERILS COVERED

"We" cover external risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

1. "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.
 - a. **Civil Authority** -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do pay for loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.
 - b. **Nuclear Hazard** -- "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. "We" do pay for direct loss by fire resulting from the nuclear hazard.
 - c. **War** -- "We" do not pay for loss caused by war. This means:
 - 1) Declared war, undeclared war, civil war, insurrection, rebellion, or revolution;
 - 2) A warlike act by a military force or by military personnel;
 - 3) The destruction, seizure, or use of the property for a military purpose; or
 - 4) The discharge of a nuclear weapon even if it is accidental.
2. "We" do not pay for loss or damage if one or more of the following exclusions apply to the loss.
 - a. **Criminal, Fraudulent, or Dishonest Acts** -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts alone or in collusion with another by:
 - 1) "You";
 - 2) Others who have an interest in the property;
 - 3) Others to whom "you" entrust the property;
 - 4) "Your" partners, officers, directors, trustees, or joint adventurers; or
 - 5) The employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.
 - b. **Loss of Use** -- "We" do not pay for loss caused by or resulting from loss of use, business interruption, delay, or loss of market.
 - c. **Missing Property** -- "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.

- d. **Pollutants** -- "We" do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants" unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril". "We" do pay for any resulting loss caused by a "specified peril".
 - e. **Voluntary Parting** -- "We" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.
3. "We" do not pay for loss or damage if one or more of the following exclusions apply to the loss. But if loss by a "specified peril" results "we" will pay for the resulting loss.
- a. **Contamination or Deterioration** -- "We" do not pay for loss caused by contamination or deterioration including corrosion; decay; fungus; mildew; mold; rot; rust; or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.
 - b. **Temperature/Humidity** -- "We" do not pay for loss caused by humidity, dampness, dryness, or changes in or extremes of temperature.
 - c. **Wear and Tear** -- "We" do not pay for loss caused by wear and tear.

WHAT MUST BE DONE IN CASE OF LOSS

- 1. **Notice** -- In case of a loss, "you" must:
 - a. Give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and
 - b. Give notice to the police when the act that causes the loss is a crime.
- 2. **Protect Property** -- "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss. "We" do pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. "You" must keep an accurate record of such costs. However, "we" do not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against. This does not increase "our" "limit".
- 3. **Proof of Loss** -- "You" must send "us", within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:
 - a. The time, place, and circumstances of the loss;
 - b. Other policies of insurance that may cover the loss;
 - c. "Your" interest and the interests of all others in the property involved, including all mortgages and liens;
 - d. Changes in title of the covered property during the policy period; and
 - e. Estimates, specifications, inventories, and other reasonable information that "we" may require to settle the loss.
- 4. **Examination** -- "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.
- 5. **Records** -- "You" must produce records, including tax returns and bank microfilms of all cancelled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.
- 6. **Damaged Property** -- "You" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.

7. **Volunteer Payments** -- "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
8. **Abandonment** -- "You" may not abandon the property to "us" without "our" written consent.
9. **Cooperation** -- "You" must cooperate with "us" in performing all acts required by this policy.

VALUATION

1. **Actual Cash Value** -- The value of covered property is based on the actual cash value at the time of loss (with a deduction for depreciation) except as provided in paragraphs 2. and 3. under Valuation.
2. **Pair or Set** -- The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
3. **Loss to Parts** -- The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

HOW MUCH WE PAY

1. **Insurable Interest** -- "We" do not cover more than "your" insurable interest in any property.
2. **Deductible** -- "We" pay only that part of "your" loss over the deductible amount indicated on the "declarations" in any one occurrence.
3. **Loss Settlement Terms** -- Subject to paragraphs 1., 2., 4., and 5. under How Much We Pay, "we" pay the lesser of:
 - a. The amount determined under Valuation;
 - b. The cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
 - c. The "limit" that applies to "any one owned vehicle" or terminal location indicated on the "declarations". In no event will "we" pay more than the catastrophe "limit" indicated on the "declarations" regardless if a loss involves:
 - 1) One or more terminal locations; or
 - 2) Any combination of "any one owned vehicle" or terminal locations.

When a truck, trailer, or semi-trailer is situated within a terminal building or within 100 feet of a terminal building, the "limit" for terminal locations applies. In no event will "we" combine the "limit" for "any one owned vehicle" with the "limit" for terminal locations.

4. **Insurance Under More Than One Coverage** -- If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.
5. **Insurance Under More Than One Policy** -- "You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.

If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit".

LOSS PAYMENT

1. **Our Options** -- "We" have the following options:
 - a. Pay the value of the loss;
 - b. Pay the cost of repairing or replacing the loss;

- c. Rebuild, repair, or replace with property of like kind and quality, to the extent practicable, within a reasonable time;
- d. Take all or any part of the damaged property at the agreed or appraised value.

"We" must give "you" notice of "our" intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

- 2. **Your Losses** -- "We" adjust all losses with "you". Payment will be made to "you" unless another loss payee is named in the policy. An insured loss will be payable 30 days after a satisfactory proof of loss is received, and the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us".
- 3. **Property of Others** -- Losses to property of others may be adjusted with and paid to:
 - a. "You" on behalf of the owner; or
 - b. The owner.

If "we" pay the owner, "we" do not have to pay "you". "We" may also choose to defend any suits arising from the owners at "our" expense.

OTHER CONDITIONS

- 1. **Appraisal** -- If "you" and "we" do not agree on the amount of the loss or the actual cash value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us".

- 2. **Benefit to Others** -- Insurance under this coverage shall not directly or indirectly benefit anyone having custody of "your" property.
- 3. **Conformity With Statute** -- When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
- 4. **Estates** -- This provision applies only if the insured is an individual.

On "your" death, "we" cover the following as an insured:

- a. The person who has custody of "your" property until a legal representative is qualified and appointed; or
- b. "Your" legal representative.

This person or organization is an insured only with respect to property covered by this coverage.

This coverage does not extend past the policy period indicated on the "declarations".

- 5. **Misrepresentation, Concealment, or Fraud** -- This coverage is void as to "you" and any other insured if, before or after a loss:
 - a. "You" or any other insured have willfully concealed or misrepresented:

- 1) A material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) "Your" interest herein; or
- b. There has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.
6. **Policy Period** -- "We" pay for a covered loss that occurs during the policy period.
7. **Recoveries** -- If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:
- a. "You" must notify "us" promptly if "you" recover property or receive payment;
 - b. "We" must notify "you" promptly if "we" recover property or receive payment;
 - c. Any recovery expenses incurred by either are reimbursed first;
 - d. "You" may keep the recovered property but "you" must refund to "us" the amount of the claim paid, or any lesser amount to which "we" agree; and
 - e. If the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be pro rated between "you" and "us" based on "our" respective interest in the loss.
8. **Restoration of Limits** -- A loss "we" pay under this coverage does not reduce the applicable "limits".
9. **Subrogation** -- If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.
- "You" may waive "your" right to recover from others in writing before a loss occurs.
10. **Suit Against Us** -- No one may bring a legal action against "us" under this coverage unless:
- a. All of the "terms" of this coverage have been complied with; and
 - b. The suit has been brought within two years after "you" first have knowledge of the loss.
- If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.
11. **Territorial Limits** -- "We" cover property while it is in the United States of America, its territories and possessions, Canada, and Puerto Rico.

**THIS ENDORSEMENT CHANGES YOUR COVERAGE.
-- PLEASE READ IT CAREFULLY --**

LOCKED MOTOR VEHICLE OR TRAILER ENDORSEMENT

This policy does not insure against loss or damage caused by theft or pilferage of the insured property while left unattended in or on any motor vehicle or trailer unless such vehicle is equipped with a fully enclosed body or compartment, and the loss be a direct result of violence or forcible entry (of which there shall be visible evidence) from a fully enclosed body, the doors and windows of which shall be securely locked, or from a compartment which shall have been securely locked.

All other terms and conditions of this policy remain unchanged.

TRANSPORTATION - DECLARATIONS

(The information required below may be indicated on a separate schedule or supplemental "declarations".)

COVERED PROPERTY

Covered property consists of:

SCHEDULED LIMITS

Modes of Transportation, Conveyance Limit

\$	Any one aircraft
\$	Any one carrier for hire
\$	Any one owned vehicle
\$	Any one railroad car

Terminal Limits

Location No.	Terminal Locations	Limit
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Catastrophe Limit

\$	Any one catastrophe
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DEDUCTIBLE

Deductible Amount \$

OWNER'S CARGO - DECLARATIONS

(The information required below may be indicated on a separate schedule or supplemental "declarations".)

COVERED PROPERTY

Covered property consists of:

SCHEDULED LIMITS

Modes of Transportation, Conveyance Limit

\$ Any one owned vehicle

Terminal Limits

Location No.	Terminal Locations	Limit
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Catastrophe Limit

\$ Any one catastrophe

DEDUCTIBLE

Deductible Amount \$

TRIP TRANSIT - DECLARATIONS

(The information required below may be indicated on a separate schedule or supplemental "declarations".)

COVERED SHIPMENT

Date of shipment: _____ until _____

Shipped from: _____

Shipped to: _____

Covered property consists of: _____

SCHEDULED LIMITS

Modes of Transportation, Conveyance Limits

\$ _____ Any one aircraft

\$ _____ Any one carrier for hire

\$ _____ Any one owned vehicle

\$ _____ Any one railroad car

Catastrophe Limit

\$ _____ Any one catastrophe

DEDUCTIBLE

Deductible Amount \$ _____

**THIS ENDORSEMENT CHANGES THE TRANSPORTATION AND OWNER'S CARGO COVERAGES.
PLEASE READ THIS CAREFULLY.**

LOADING AND UNLOADING ENDORSEMENT

ADDITIONAL COVERAGES

Loading and Unloading -- "We" pay for loss caused by a covered peril to covered property while it is being loaded into or unloaded from a mode of transportation indicated on the "declarations". "We" only provide coverage under this provision if the covered property is loaded from or unloaded onto a sidewalk, street, loading dock, or similar area that is adjacent to the indicated mode of transportation.

THIS ENDORSEMENT CHANGES THE TRANSPORTATION, OWNER'S CARGO
AND TRIP TRANSIT COVERAGES. PLEASE READ THIS CAREFULLY.

REFRIGERATION BREAKDOWN ENDORSEMENT

SCHEDULE

(The entries required to complete this endorsement
will be shown below or on the "declarations".)

Limit for refrigeration breakdown:

any one conveyance	\$
any one catastrophe	\$
Refrigeration Deductible	\$

ADDITIONAL COVERAGES

Refrigeration Breakdown -- When the refrigeration or heating unit of a vehicle transporting covered property has a sudden or accidental breakdown or malfunction, "we" cover direct physical loss to covered property caused by spoilage or contamination including decay, fungus, mildew, mold, or rot.

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

ADDITIONAL CONDITIONS

Inspection and Records -- This coverage is void if "you" or a service representative do not inspect a vehicle's refrigeration or heating unit at least once each month. "You" must maintain a record of each inspection and retain the records for at least one year. "You" must provide "us" with all records that relate to a loss and permit copies and abstracts to be made from them.

**THIS ENDORSEMENT CHANGES THE TRANSPORTATION, OWNER'S CARGO,
AND TRIP TRANSIT COVERAGES. PLEASE READ THIS CAREFULLY.**

SCHEDULED VEHICLE ENDORSEMENT

ADDITIONAL CONDITIONS

Scheduled Vehicles -- "We" only pay for loss to covered property on or in "any one owned vehicle" if the vehicle is described on the "declarations". The most "we" pay for loss to covered property on or in "any one owned vehicle" is the "limit" indicated on the "declarations" for the vehicle involved in the loss.

VEHICLE SCHEDULE

Vehicle No.	Vehicle Description	Limit
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THIS ENDORSEMENT CHANGES THE TRANSPORTATION, OWNER'S CARGO, AND TRIP TRANSIT COVERAGES. PLEASE READ THIS CAREFULLY.

NAMED PERILS ENDORSEMENT

PERILS COVERED

The Perils Covered provision is deleted and replaced by the following:

"We" cover external risks of direct physical loss caused by the following perils:

1. Fire;
2. Lightning;
3. Windstorm;
4. Hail;
5. Collision, overturn, or derailment of a transporting conveyance;
6. Collapse of a bridge or culvert; and
7. Theft.

THIS ENDORSEMENT CHANGES THE INLAND MARINE COVERAGE. PLEASE READ THIS CAREFULLY.

PROTECTIVE DEVICES ENDORSEMENT

OTHER CONDITIONS

Protective Devices -- "You" are required to maintain the protective devices and services described on the Protective Devices Schedule.

PERILS EXCLUDED

The following exclusion is added to Perils Excluded and applies only to devices or services providing fire or theft protection:

"We" do not pay for loss caused by fire or theft if, prior to the fire or theft, "you":

1. Had knowledge of any suspension or impairment in any protective device or service described on the Protective Devices Schedule and did not notify "us"; or
2. Failed to maintain in complete working order, any protective device or service described on the Protective Devices Schedule which "you" control.

PROTECTIVE DEVICES SCHEDULE

Location No.	Location	Protective Device or Service
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THIS ENDORSEMENT CHANGES THE INLAND MARINE COVERAGE. PLEASE READ THIS CAREFULLY.

LOSS PAYABLE ENDORSEMENT

In addition to the policy "terms" contained within the Inland Marine Coverage(s), the following conditions apply to described property as indicated on the "declarations".

LOSS PAYABLE

Any loss shall be adjusted with "you" and shall be payable to "you" and the loss payee described on the "declarations" as "your" and their interests appear.

LENDER'S LOSS PAYABLE

Any loss shall be payable to "you" and the loss payee described on the "declarations" as interests appear. If more than one loss payee is named, they shall be paid in order of precedence.

The insurance for the loss payee continues in effect even when "your" insurance may be void because of "your" acts, neglect, or failure to comply with the coverage "terms". The insurance for the loss payee does not continue in effect if the loss payee is aware of changes in ownership or substantial increase in risk and does not notify "us".

If "we" cancel this policy, "we" notify the loss payee at least ten days before the effective date of cancellation if "we" cancel for "your" nonpayment of premium, or 30 days before the effective date of cancellation if "we" cancel for any other reason.

"We" may request payment of the premium from the loss payee, if "you" fail to pay the premium.

If "we" pay the loss payee for a loss where "your" insurance may be void, the loss payee's right to collect that portion of the debt from "you" then belongs to "us". This does not affect the loss payee's right to collect the remainder of the debt from "you". As an alternative, "we" may pay the loss payee the remaining principal and accrued interest in return for a full assignment of the loss payee's interest and any instruments given as security for the debt.

If "we" choose not to renew this policy, "we" give written notice to the loss payee at least ten days before the expiration date of this policy.

CONTRACT OF SALE

Any loss shall be adjusted with "you" and shall be payable to "you" and the loss payee described on the "declarations" as "your" and their interests appear.

The loss payee described above is a person or organization "you" have entered into a contract with for the sale of covered property.

When covered property is the subject of a contract of sale, the word "you" also means the loss payee.

LOSS PAYABLE SCHEDULE

(The entries required to complete this endorsement will be shown below or on the "declarations".)

LOSS PAYABLE PROVISION (check one)

Loss Payable

Lender's Loss Payable

Contract of Sale

LOSS PAYABLE SCHEDULE

Loc. No.	Described Premises	Covered Property	Name and Address of Loss Payee
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THIS ENDORSEMENT CHANGES THE INLAND MARINE COVERAGE. PLEASE READ THIS CAREFULLY.

REPLACEMENT COST ENDORSEMENT

VALUATION

The Actual Cash Value provision under Valuation is replaced by the following.

Replacement Cost -- The value of covered property will be based on the replacement cost at the time of the loss without any deduction for depreciation.

The replacement cost is limited to the cost of repair or replacement with similar property and used for the same purpose. The payment shall not exceed the amount "you" spend to repair or replace the damaged or destroyed property.

This replacement cost provision does not apply to paragraphs 2. and 3. under Valuation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

PROPERTY EXCLUDED

PROPERTY NOT COVERED

"We" do not cover the property described below:

INLAND MARINE POLICY CONDITIONS

1. **Assignment** -- This policy may not be assigned without "our" written consent.
2. **Cancellation** -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel this policy, or one or more of its parts, by written notice sent to "you" at "your" last mailing address known to "us". If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least ten days before the cancellation is effective. If "we" cancel this policy for any other reason, "we" will give "you" notice at least 30 days in advance of cancellation. The notice will state the time that the cancellation is to take effect.

"Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

3. **Change, Modification, or Waiver of Policy Terms** -- A waiver or change of the "terms" of this policy must be issued by "us" in writing to be valid.
4. **Inspections** -- "We" have the right, but are not obligated, to inspect "your" property and operations at any time. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report does not warrant that "your" property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspections or reports are for "our" benefit only.
5. **Examination of Books and Records** -- "We" may examine and audit "your" books and records that relate to this policy during the policy period and within three years after the policy has expired.

**THIS ENDORSEMENT CHANGES THE TRANSPORTATION, OWNER'S CARGO
AND TRIP TRANSIT COVERAGES. PLEASE READ THIS CAREFULLY.**

THEFT LIMITATION ENDORSEMENT

In consideration of the premium for which this policy is written, it is understood and agreed that the following special condition shall be added to the coverage form to which this endorsement is attached.

This policy does not insure against loss or damage caused by theft of property:

- (1)** Left overnight in any unattended premises, unless all doors and windows are securely fastened or locked, or the insured property is locked in a building;
- (2)** Left in motor vehicles when unattended at any time, unless
 - (a)** 1. the doors and ignition are locked;
 2. the keys removed;
 3. the windows properly closed and secured;
 4. and the insured property is in the locked portion of the motor vehicle; or
 - (b)** the vehicle is in a locked building; or
 - (c)** the insured property is contained in a fully enclosed and securely locked box or chest which is permanently attached to the vehicle;
- (3)** Unless there shall be visible evidence of forcible entry into such premises or vehicle or box or chest.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

TRANSIT - BACKHAUL ENDORSEMENT

ADDITIONAL COVERAGES

Property In Transit is extended to cover:

Backhaul Operations

"We" cover "your" legal liability for loss to property of others that "you" become legally obligated to pay as a common or contract carrier as a result of a bill of lading, contract of carriage, or shipping receipt issued by "you".
"We" cover direct physical loss caused by a covered peril to property of others in due course of transit while:

1. Under "your" care, custody, and control; and
2. In or on any one vehicle owned or leased by "you" and that is operated by "you".

"We" do not pay for costs, expenses, fees, fines, penalties, or damages resulting from "your" violation of any law or regulation relating to any delay in payment, denial, or settlement of any claim.

PROPERTY NOT COVERED

Item 2. Carrier for Hire is deleted.

**THIS INLAND MARINE COVERAGE IS SUBJECT TO THE TERMS SHOWN BELOW.
THE INLAND MARINE GENERAL TERMS ALSO APPLY. PLEASE READ THIS CAREFULLY.**

MOTOR TRUCK CARGO COVERAGE TRUCKER'S FORM

(The information required below may be shown on a separate schedule or supplemental Declarations.)

COVERED CARGO

The covered cargo consists of:

COVERED RADIUS OF OPERATION

You operate within _____ miles of _____
(City & State)

For each situation described below, the coverage amount shown is the most that we will pay for a loss.

1. Each vehicle that is covered must be described below or on a schedule that is a part of this policy. A coverage amount must be shown for each vehicle. This is the most that we will pay for a loss to cargo, carried in or on the vehicle.

DESCRIBED VEHICLE

Trade Name	Year Built	Type of Body or Weight	Factor or Motor Number	Coverage Amount
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2. For two or more described vehicles involved in a single loss, the most that we will pay for this loss is:

\$

DEDUCTIBLE

The following deductible amount will apply to each loss after all other adjustments have been made.

\$

COINSURANCE

You must maintain a minimum coverage amount for all cargo carried in or on each described vehicle. This minimum coverage amount is the full value of all cargo on the described vehicle. If the coverage amount at the time of loss is less than the minimum coverage amount, we will pay only a part of a loss. Our part of the loss will be determined by dividing the coverage amount by the minimum coverage amount. This percent will be applied to the final adjusted loss to determine the amount that we will pay.

DEFINITIONS

In addition to the definitions in the Inland Marine General Terms, the following definition applies:

Described Vehicle - This is an automobile, van, pick-up truck or truck used to haul cargo. A described vehicle includes the trailer, semi-trailer, piggyback trailer, shipboard container, or two or more of these pulled in tandem.

PROPERTY COVERED

We cover the described cargo that you carry as a common or contract carrier under a tariff document, bill of lading or shipping receipt. The cargo is covered only while it is loaded for shipment and in transit in or on a described vehicle within the covered radius of operation.

EXTENSION OF COVERAGE

This extension of coverage does not increase the coverage amounts.

Substitute Vehicles - If a described vehicle is disabled, you may use a replacement vehicle to complete the transit of the covered cargo. This coverage applies only until the covered cargo reaches its original destination. You do not have to report use of these replacement vehicles.

PROPERTY EXCLUDED

We do not cover:

1. Cargo on a vehicle after it has remained at any location for more than 72 hours. This includes locations that you own or use.
2. Cargo in a detached truck body. We do cover this property when the body is attached to or loaded on a truck chassis.
3. Cargo that you haul for others without charge.
4. Money. This means currency, coins, bank notes, money orders, travelers checks, bullion and similar items.
5. Securities. These are any negotiable or nonnegotiable agreements in writing that have value. They include revenue stamps, other stamps in current use, tokens and tickets.
6. Accounts, bills, deeds or an evidence of debt.
7. Jewelry, watches and other items that consist wholly or in part of silver, gold, platinum or precious or semiprecious stones.
8. Fine arts.
9. Livestock or poultry.
10. Liquor and tobacco products.
11. Furs, or garments trimmed with or made principally of fur.
12. Textiles.
13. Tires or tubes.
14. Damage to a described vehicle.
15. Tarpaulins, or wrapping materials.

PERILS COVERED

We cover direct physical loss to covered cargo unless the loss is caused by a peril that is excluded. The loss must be due to an external cause.

PERILS EXCLUDED

We do not pay for a loss if one or more of the following excluded perils 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 peril. We do not pay for a loss that results from:

1. A dishonest or illegal act, alone or in collusion with another, by:
 - a. You;
 - b. Others who have an interest in the property;
 - c. Others to whom you entrust the property or;
 - d. The employees or agents of a., b. or c., whether or not they are at work.

We do cover loss caused by dishonest acts by another carrier or bailee you hire.

2. Mysterious disappearance or shortage.
3. Theft of a part of the contents of any shipping package.
4. Misdelivery.
5. Corrosion or rust
6. The following:
 - a. Breakage;
 - b. Marring or scratching;
 - c. Leakage, evaporation or shrinkage;
 - d. Mold or rot;
 - e. Property becoming spoiled, soured, scented, discolored or changed in flavor;
 - f. Contact with oil; and
 - g. The contact of one commodity with another.

We do cover these losses if they are caused by fire; lightning; windstorm; earthquake; flood; smoke; explosion; aircraft, spacecraft, self-propelled missiles and objects that fall from these items; vehicles; collision; upset or overturn of a described vehicle; collapse of a bridge or culvert; vandalism; theft; attempted theft; or collapse of buildings.

7. Mechanical or electrical breakdown or failure. If a fire or explosion results, we do cover the loss caused by the fire or explosion.
8. Breakdown or failure of a refrigerating unit
9. Breakdown or failure of heating equipment installed in a cargo compartment
10. Rough handling or poor packing.
11. Loading cargo onto or unloading it from a described vehicle.
12. Strike, riot or civil commotion.

There are other perils that are not covered. These are listed in the Inland Marine General Terms.

6. Extensions of Coverage:

This policy is extended to cover:

- A. Debris Removal** - The Insured's necessary expenses (not to exceed \$1,000.00) incurred in the removal of cargo debris resulting from a loss insured against in Section 1. above.
- B. Freight Charges** - Collect or guaranteed freight charges (not to exceed \$500.00) if rendered uncollectible because of a loss insured against in Section 1. above.
- C. Miscellaneous Equipment** - Direct physical loss or damage from any external cause to pads, covers, tarpaulins, hand trucks, dollies, pallets and similar equipment owned and used by the Insured in handling and shipping property insured under this policy (not to exceed \$500.00). This Company shall not be liable under this extension, however, for loss or damage to tractors, trailers, fork lifts, or similar conveyances, nor for loss or damage to cartons, barrels, wardrobes, packing materials, crating materials or other expendable items.

Subject otherwise to the Limits of Liability and Deductible clauses set forth herein.

7. Property Excluded

This policy does not cover the legal liability of the Insured for:

- A.** Accounts, bills, deeds, evidences of debt, letters of credit, passports, tickets, notes, securities, stamps, money, currency, bullion, precious stones, jewelry and/or other similar valuables, paintings, statuary and other works of art, documents, manuscripts, plans, blueprints, specifications, mechanical drawings, or other valuable papers.
- B.** Live animals unless such coverage be specifically endorsed herein.
- C.** Merchandise being held by the Insured for storage and for which warehouse receipts have been issued.

8. Perils Excluded

This policy does not insure the Insured's liability for loss or damage caused by or resulting from:

- A.** Inherent vice, loss of time or delay, loss of profit, loss of use or loss of market, whether or not such loss would be otherwise recoverable under this policy in the absence of this exclusion;
- B.** Unexplained loss, mysterious disappearance, nor loss or shortage disclosed upon taking inventory.
- C.** Spoilage, contamination, freezing or rusting, unless caused by or resulting from:
 - (1)** Fire, lightning and explosion;
 - (2)** Accidental collision of the vehicle with any other vehicle or object, excluding however, contact with any portion of the roadbed, curbing, rails or ties of street, steam or other railroad, any stationary object while backing for loading and unloading and excluding any collision of the load with any object;
 - (3)** Overturning of the vehicle;
 - (4)** Collapse of bridges or culverts;
 - (5)** Flood (meaning rising of streams or navigable waters);
 - (6)** Cyclone, tornado or windstorm, excluding loss or damage caused by hail, rain, sleet or snow, whether driven by wind or not;
- D.** Hail, rain, sleet or snow whether driven by wind or not;
- E.** Extremes or changes of temperature;
- F.** The neglect of the Insured to use all reasonable means to save and preserve the property at and after any disaster insured against.
- G.** Breakage of eggs unless resulting from a peril otherwise insured against hereunder, but in no event exceeding \$500.00

- H. The infidelity and dishonesty, either or both, or any criminal act of the Insured, or any person or persons in the employ of the Insured whether or not such act or acts occurred during the regular hours of employment;
- I. Strikes, locked-out workmen or persons taking part in labor disturbances, riots, or civil commotions.
- J. (1) Hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual impending, or expected attack, (a) by any government or sovereign power (de jure or de facto), (b) by any authority maintaining or using military, naval or air forces, or (c) by an agent of any government, power, authority, or forces,
- (2) Any weapon of war employing atomic fission or radioactive force whether in time of peace or war,
- (3) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or Customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.
- K. Nuclear reaction or nuclear radiation or radioactive contamination, all 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, however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

9. Premium.

The premium shall be calculated at the rate set forth in Section 4. above.

It is a condition of this policy that there shall be due and payable on the inception date of this policy a deposit premium as set forth in Section 4 above. The Insured shall render an accurate report to the Company or its duly authorized agent not later than thirty (30) days after the last day of each stipulated period showing the full amount of its gross earned receipts (either collected or uncollected) from their business for that period. All premiums so earned shall be applied against the Deposit Premium until it shall have been fully earned by the Company, after which premium shall be due and payable as earned.

- A. For the purpose of this insurance the term "gross earned receipts" shall mean the charges for ordinary packing of goods preparatory to loading, including the handling thereof in loading and unloading, and the actual charge for transporting the goods from original location to final destination (either collected or uncollected).
- B. There shall be deducted from these receipts the following:
 - (1) The carrier's proportion of overcharges resulting from the use of erroneous rates, weights, classifications or computations:
 - (2) Fees for collection of C.O.D.'s and other collections of money from consignees in connection with freight shipments.

The Insured agrees that any duly authorized representative of this Company shall be permitted to examine the Insured's books, records and such policies as related to the insured's trucking business at all reasonable times during the life of this policy and for twelve (12) months after expiration or termination of the policy. Such examinations(s) shall not waive nor in any manner affect any of the terms, conditions, or limitations of this policy. The furnishing of any statement of gross receipts by the Insured, or payment of premium and its acceptance by this Company, shall not constitute a waiver of this Company's rights to such examination or rights to any additional premiums which may have been earned.

10. Special Conditions

- A. This policy does not insure the Insured's liability for the payment of any fines, assessments, damages, attorney's fees, court costs, or any other penalties which the Insured shall be required to pay as a result of the violation of any law or regulation relating to any delay in the payment, denial or settlement of any claim for loss.

- B.** It is agreed that there shall be no Excess Insurance over and above such limits as may be provided hereunder, except as may be specifically endorsed hereon.
- C. Other Insurance.** This Insurance shall be considered null and void so far as concerns any loss to the extent of any other valid and collectible insurance by whomsoever effected, directly or indirectly covering liability of the Insured for the same property, whether concurrent, prior or subsequent hereto in date.
- D.** No loss to be paid hereunder if the Insured has collected the same from others.
- E.** It is an express condition of this Policy that in event of disaster, the contents or cargo of the truck shall not be abandoned or left without a responsible person in charge.

In event of expenditure for salvage, salvage charges, or sue and labor expenses, the liability under this Policy shall be limited to such proportion of such amounts as the amount insured bears to the total value of the merchandise involved.

- F. Subrogation.** In the event of any payment under this Policy the Company shall be subrogated to all the Insured's rights of recovery therefore against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
- G. Impairment of Recovery.** In case of any agreement by the Insured, prior or subsequent hereto, whereby any right of recovery of the Insured for loss or damage to any property insured hereunder against any person or corporation, is released, impaired or lost, which would on acceptance of an abandonment or payment of a loss by this Company, have inured to its benefit, but for such agreement or act, this Company shall not be bound to pay any loss, but its right to retain or recover the premium shall not be affected.
- H. Suit Against Company.** No suit or action on this Policy for the recovery of any claim shall be sustainable in any court of law or equity unless the Insured shall have fully complied with all the requirements of this Policy. No suit or action shall lie against the Company to recover for any loss under this Policy unless it shall be brought by the Insured for loss actually sustained and paid by the Insured, nor unless such action be brought within ninety (90) days after the payment of such loss or damage, provided that where such limitation time is prohibited by the laws of the State wherein the Policy is issued, then and in that event, no suit or action under this Policy shall be sustainable unless commenced within the shortest limitation permitted under the laws of such State.
- I. Cancellation by Non-Payment.** It is a condition of this Policy that if the premium not be paid within sixty (60) days from the date of attaching this Policy shall be null and void during the time the premium is past due and unpaid.
- J. Indemnity Agreement.** In consideration of the reduced premium at which this policy is issued, it is, understood and agreed that the Insured shall reimburse this company, within ten (10) days from the time the Insured shall have been advised thereof, all sums and amounts of money that this company has paid and which this company would not have been required to pay except for the attachment to this policy of any federal, state or provincial endorsement.

All clauses, conditions, and warranties in the printed portions of this policy in conflict with the terms of this special form are waived.

SERFF Tracking Number: AMRS-125361170 *State:* Arkansas
First Filing Company: AMERISURE MUTUAL INSURANCE *State Tracking Number:* #? \$50
COMPANY, ...
Company Tracking Number: AR-IM-11-07-AAISF
TOI: 09.0 Inland Marine *Sub-TOI:* 09.0005 Other Commercial Inland Marine
Product Name: COMMERCIAL INLAND MARINE
Project Name/Number: WITHDRAWAL OF COMPANY TRANSIT PROGRAM - ADOPTION OF AAIS FORMS & SCHEDULES/CW-AAIS-IM-11-07-F

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AMRS-125361170 State: Arkansas
First Filing Company: AMERISURE MUTUAL INSURANCE State Tracking Number: #? \$50
COMPANY, ...
Company Tracking Number: AR-IM-11-07-AAISF
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: COMMERCIAL INLAND MARINE
Project Name/Number: WITHDRAWAL OF COMPANY TRANSIT PROGRAM - ADOPTION OF AAIS FORMS & SCHEDULES/CW-AAIS-IM-11-07-F

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Withdrawn 11/21/2007

Comments:

Attachment:

industry_rates_PCtransDoc_intelligent[1].pdf

Satisfied -Name: FORMS LIST/FILING MEMO **Review Status:** Withdrawn 11/21/2007

Comments:

Attachment:

AAIS 2008 TRANSIT WITHDRAWALS OF FORMS ETC - COUNTRYWIDE.pdf

Property & Casualty Transmittal Document

Reset Form

1. Reserved for Insurance Dept. Use Only

2. Insurance Department Use only

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

3. Group Name	Group NAIC #
AMERISURE INSURANCE	0124

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
AMERISURE MUTUAL INS. CO.	MICHIGAN	23396	38-0829210	
AMERISURE INS. CO.	MICHIGAN	19488	38-1869912	

5. Company Tracking Number	AR-IM-11-07-AAISF
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
DACIA OWENS, 26777 HALSTED RD. FARMINGTON HILLS, MI 48331-2060	COMPLIANCE ANALYST	800-257-1900 EXT. 54270	248-426-7789	DOWENS@AMERISURE.COM

7. Signature of authorized filer

8. Please print name of authorized filer: DACIA OWENS

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

9. Type of Insurance (TOI)	09.0 Inland Marine
10. Sub-Type of Insurance (Sub-TOI)	09.0005 Other Commercial Inland Marine
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 03-01-2008 Renewal: 03-01-2008
15. Reference Filing?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	AAIS
17. Reference Organization # & Title	07-2025; 07-2026
18. Company's Date of Filing	11-20-07
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # AR-IM-11-07-AAISF

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

AMERISURE RECENTLY BECAME AFFILIATED WITH THE AMERICAN ASSOCIATION OF INSURANCE SERVICES AND RECEIVED APPROVAL IN YOUR JURISDICTION TO ADOPT MOST CURRENT AAIS NON-FILED COMMERCIAL INLAND MARINE FORMS, RULES AND RATES. IN LIGHT OF OUR RECENT AFFILIATION, WE WISH TO WITHDRAW OUR COMPANY NON-FILED COMMERCIAL INLAND MARINE TRANSIT PROGRAM IN FAVOR OF AAIS.

IN, ADDITION, WE WISH TO DELAY ADOPTION OF AAIS NEW AND REVISED FORMS, ENDORSEMENTS AND SCHEDULES RELATED TO THE AAIS BULLETINS INDICATED IN THIS FILING.

NEW & REV. DIFFERENCE IN CONDITIONS FORMS, ENDORSEMENTS, AND SCHEDULES (STATE SPECIFIC FILE NO. AR-PC-07-025860)

NEW & REV. BUILDERS' RISK, MISC. FLOATERS, RADIO AND TELEVISION TOWER & EQUIP., AND TRANSIT FORMS, ENDORSEMENT, AND SCHEDULE (STATE SPECIFIC FILE AR-PC-07-025799)

[View Complete Filing Description](#)

22. Filing Fees (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 #: 269974

Amount: 50.00

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

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

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	AR-IM-11-07-AAISF
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	PLEASE SEE FORMS LIST - TO MANY TO NAME ON THIS FORM		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	NA
2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	NA

Rate Increase
 Rate Decrease
 Rate Neutral (0%)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	NA
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4a. Rate Change by Company (As Proposed)							
Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)
NA	NA	NA	NA	NA	NA	NA	NA
NA	NA	NA	NA	NA	NA	NA	NA

4b. Rate Change by Company (As Accepted) For State Use Only							
Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change
NA	NA	NA	NA	NA	NA	NA	NA
NA	NA	NA	NA	NA	NA	NA	NA

5. Overall Rate Information (Complete for Multiple Company Filings only)			
		COMPANY USE	STATE USE
5a	Overall percentage rate indication (when applicable)	NA	NA
5b	Overall percentage rate impact for this filing	NA	NA
5c	Effect of Rate Filing – Written premium change for this program	NA	NA
5d	Effect of Rate Filing – Number of policyholders affected	NA	NA

6.	Overall percentage of last rate revision	NA
7.	Effective Date of last rate revision	NA
8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	NA

9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01	NA	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA
02	NA	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA
03	NA	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	NA

Filing Form Memorandum

Amerisure Transit Program - We are withdrawing the Transit Company Proprietary Forms, Endorsements, and Schedules listed below in favor of adopting the AAIS Transit forms effective **3/1/08**.

WITHDRAW FORMS, ENDORSEMENTS AND SCHEDULES:

Company Form Number	Name of Form
CM 71 38 07 03	Trip Transit Coverage
CM 71 41 07 03	Transportation Coverage
CM 71 51 07 03	Owners Cargo Coverage
CM 72 29 08 03	Locked Motor Vehicle
CM 72 30 07 03	Transportation Declarations
CM 72 31 07 03	Owner's Cargo Declarations
CM 72 32 07 03	Trip Transit Declarations
CM 72 33 07 03	Loading and Unloading
CM 72 34 07 03	Refrigeration Breakdown
CM 72 35 07 03	Scheduled Vehicles
CM 72 36 07 03	Named Peril
CM 72 37 07 03	Protective Devices Endorsement
CM 72 38 07 03	Protective Devices Schedule
CM 72 39 07 03	Loss Payable Endorsement
CM 72 40 07 03	Loss Payable Schedule
CM 72 41 07 03	Replacement Cost
CM 72 42 07 03	Property Excluded
CM 72 43 07 03	Inland Marine Policy Conditions
CM 72 44 08 03	Theft Limitation Endorsement
CM 72 45 09 03	Transit Backhaul Coverage
CM 71 46 09 03	Motor Truck Cargo - Truckers
CM 71 50 09 03	Motor Truck Cargo – Broad Form