

SERFF Tracking Number: HRLV-125353673 State: Arkansas
Filing Company: Harleysville Mutual Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: IMJM110607-2
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: IM
Project Name/Number: IM Storage, Transportation & Paddock Program/

Filing at a Glance

Company: Harleysville Mutual Insurance Company

Product Name: IM SERFF Tr Num: HRLV-125353673 State: Arkansas
TOI: 09.0 Inland Marine SERFF Status: Closed State Tr Num: EFT \$50
Sub-TOI: 09.0005 Other Commercial Inland Marine Co Tr Num: IMJM110607-2 State Status: Fees received
Filing Type: Form Co Status: Submitted to State Reviewer(s): Betty Montesi,
Llyweyia Rawlins, Brittany Yielding
Author: Carol Zwoyer Disposition Date: 11/14/2007
Date Submitted: 11/12/2007 Disposition Status: Approved
Effective Date Requested (New): 12/15/2007 Effective Date (New): 12/15/2007
Effective Date Requested (Renewal): 12/15/2007 Effective Date (Renewal):
12/15/2007

General Information

Project Name: IM Storage, Transportation & Paddock Program Status of Filing in Domicile:
Project Number: Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 11/14/2007
State Status Changed: 11/13/2007 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
Introduction of Storage, Transportation & Paddock Program

Company and Contact

Filing Contact Information

Carol Zwoyer, Senior State Filing Analyst czwoyer@harleysvillegroup.com
355 Maple Avenue (215) 256-5735 [Phone]
Harleysville, PA 19438-2297 (215) 256-5678[FAX]

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Filing Company Information

Harleysville Mutual Insurance Company
355 Maple Avenue
Harleysville, PA 19438
(215) 256-5000 ext. [Phone]

CoCode: 14168
Group Code: 253
Group Name:
FEIN Number: 23-0902325

State of Domicile: Pennsylvania
Company Type:
State ID Number:

SERFF Tracking Number: HRLV-125353673 State: Arkansas
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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Harleysville Mutual Insurance Company	\$50.00	11/12/2007	16592230

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/14/2007	11/14/2007

SERFF Tracking Number: *HRLV-125353673* *State:* *Arkansas*
Filing Company: *Harleysville Mutual Insurance Company* *State Tracking Number:* *EFT \$50*
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TOI: *09.0 Inland Marine* *Sub-TOI:* *09.0005 Other Commercial Inland Marine*
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Disposition

Disposition Date: 11/14/2007

Effective Date (New): 12/15/2007

Effective Date (Renewal): 12/15/2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: HRLV-125353673 State: Arkansas
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 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	cover letter	Approved	Yes
Form	Miscellaneous Property Floater Coverage Form Declarations	Approved	Yes
Form	Storage, Transportation & Paddock Program – Miscellaneous Property Floater Coverage Form - Special	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Miscellaneous Property Floater Coverage Form Declarations	CM-7269	11-07	Declaration New s/Schedule		0.00	CM-7269_Ed 11-07.pdf
Approved	Storage, Transportation & Paddock Program – Miscellaneous Property Floater Coverage Form - Special	CM-7428	11-07	Policy/CoveNew rage Form		0.00	CM-7428_Ed.pdf

MISCELLANEOUS PROPERTY FLOATER COVERAGE DECLARATIONS

STORAGE, TRANSPORTATION AND PADDOCK PROGRAM
 Attach to CM-7428 – Miscellaneous Property Floater Coverage Form - Special

Policy Number	Policy Period From To
LIMITS OF INSURANCE	
Description of Property	Limit of Insurance
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
COVERAGE EXTENSIONS	
Trailers	\$
Parts/Wheels/Tools/Equipment	\$
Equipment Leased or Rented From Others	\$ 25,000
Newly Acquired Equipment	\$ 25,000
Rental Reimbursement – Daily Limit	\$ 500
Rental Reimbursement (Any One Policy Period)	\$ 10,000
Rental Reimbursement Waiting Period (Hours)	72
Expendable Supplies	\$ 5,000
MAXIMUM ANY ONE OCCURRENCE	\$
DEDUCTIBLE	
The Deductible amount is \$	
PREMIUM FOR THIS COVERAGE FORM \$	
SPECIAL PROVISIONS .	

STORAGE, TRANSPORTATION AND PADDOCK PROGRAM

MISCELLANEOUS PROPERTY FLOATER COVERAGE FORM - SPECIAL

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **Section F - DEFINITIONS**.

A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

1. **COVERED PROPERTY** as used in this Coverage Form, means the vehicles described in the Declarations but such Vehicles are only covered while in storage or while being transported. No coverage is afforded under this policy:

- a. while the vehicle is participating in a race;
- b. while the vehicle is moving under its own power; or
- c. while the vehicle is outside of the paddock storage area while on the premises of any racetrack.

2. **PROPERTY COVERED** does not include contraband, or property in the course of illegal transportation or trade.

3. COVERED CAUSES OF LOSS

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL "LOSS" to Covered Property or to property to which coverage is extended under **B. COVERAGE EXTENSIONS** below, except those causes of "loss" listed in **SECTION C. EXCLUSIONS**.

B. COVERAGE EXTENSIONS

You may extend the insurance provided by this Coverage Form as follows:

1. **Trailers** - We will pay for "loss" of or damage to trailers used primarily to transport the vehicle(s) described in the Declaration. The "loss" or damage to trailers must be caused by or result from a Covered Cause of Loss.

The most we will pay for "loss" or damage to trailers is the limit shown in the Declarations.

2. **Parts/Wheels/Tools/Equipment** - We will pay for "loss" of or damage to parts, wheels, tools and equipment primarily used in connection with the ownership, use, operation or maintenance of the vehicle(s) described in the Declarations. The "loss" or damage to parts, wheels, tools and equipment must be caused by or result from a Covered Cause of Loss.

The most we will pay for "loss" or damage to these items is the limit shown in the Declarations.

- 3. Equipment Leased or Rented from Others** - We will pay for "loss" of or damage to equipment which you lease or rent from others under the terms of a written lease or rental agreement, and which is primarily used in connection with the ownership, use, operation or maintenance of the vehicle(s) described in the Declarations, provided that you are legally obligated to pay for such "loss" or damage to the leased or rented equipment.

The "loss" or damage to the leased or rented equipment must be caused by or result from a Covered Cause of Loss while the leased or rented equipment is in the care, custody or control of you or your "employees".

The most we will pay for "loss" or damage to any one item of Leased or Rented Equipment is the limit shown in Declarations.

4. Newly Acquired Equipment

If, during the policy period, you purchase additional equipment primarily used in connection with the ownership, use, operation or maintenance of the vehicle(s) described in the Declarations, we will pay for "loss" or damage to this equipment for up to 60 days, but not beyond the end of the policy period. The "loss" or damage to the newly acquired equipment must be caused by or result from a Covered Cause of Loss.

The most we will pay for loss of or damage to your Newly Acquired Equipment is the limit shown in the Declarations.

5. Rental Reimbursement

If equipment that is used primarily in connection with the ownership, use, operation or maintenance of the vehicle(s) described in the Declarations can no longer be used as the result of "loss" or damage to such equipment caused by a Covered Cause of Loss, we will pay your necessary expenses to rent "substitute equipment" during the period of time that:

a. Begins 72 hours after you report the "loss" or damage to the equipment to us; and

b. Ends the earliest of the following:

(1) The damaged equipment has been repaired or replaced;

(2) The damaged equipment has been restored to service;

(3) The need for "substitute equipment" no longer exists; or

(4) The date when the damaged equipment should be repaired, rebuilt or replaced with reasonable speed and similar quality.

The most we will pay under this Coverage Extension is \$500 per day. The most we will pay in any one policy period is \$10,000. Our payment will not be limited by the expiration of this policy.

6. Expendable Supplies

We will pay for "loss" of or damage to fuel, oil, grease and similar expendable supplies primarily used in connection with the ownership, maintenance, operation or use of vehicle(s) described in the Declarations. The "loss" or damage to expendable supplies must be caused by or result from a Covered Cause of Loss.

The most we will pay for "loss" or damage under this Coverage Extension is the limit shown in the Declarations.

7. Debris Removal

We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss to such Covered Property that occurs during the policy period.

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

The most we will pay for debris removal expense is 25% of:

(1) The amount we pay for the direct physical "loss" or damage to Covered Property; plus

(2) The deductible in this policy applicable to that "loss" or damage.

But if:

(a) the sum of direct physical "loss" or damage and debris removal expense exceeds the Limit of Insurance; or

(b) the debris removal expense exceeds the amount payable under the 25% limitation, we will pay up to an additional \$25,000 in any one occurrence under the Debris Removal Coverage Extension.

Therefore, if (a) and/or (b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

This Additional Coverage does not apply to costs to:

- (i) Extract "pollutants" from land or water; or
- (ii) Remove, restore or replace polluted land or water.

8. Pollutant Clean-up and Removal

a. We will pay your expenses to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants":

(i) is caused by or results from a Covered Cause of Loss;

(ii) arises out of the ownership, use, operation or maintenance of the vehicle(s) described in the Declarations; and

(iii) occurs during the policy period.

The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

b. This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting "pollutants" from the land or water.

c. The most we will pay under this Coverage Extension is \$10,000 for the sum of all such expenses arising out of Covered Cause of Losses occurring during each separate 12 month period of this policy.

C. EXCLUSIONS

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

a. GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority.

But we will pay for "loss" or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Form.

b. NUCLEAR HAZARD

(1) Nuclear reaction or radiation, or radioactive contamination, however caused.

(2) But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct "loss" or damage caused by that fire.

c. WAR AND MILITARY ACTION

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

Exclusions B.1.a. through B.1.c apply whether or not the "loss" event results in widespread damage or affects a substantial area.

2. We will not pay for a "loss" caused by or resulting from any of the following:
 - a. Delay, or loss of market, loss of contract, or any other consequential "loss".
 - b. Dishonest or criminal acts committed by:
 - (1) You, any of your partners, "employees", directors, trustees, or authorized representatives;
 - (2) A manager or a member if you are a limited liability company;
 - (3) Anyone else with an interest in the property, or their "employees" or authorized representatives; or
 - (4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment. This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your "employees". But theft by "employees" is not covered.
 - c. Shortage found upon taking inventory.
 - d. Unexplained disappearance. This exclusion does not apply to property in the custody of a carrier for hire.
 - e. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (1) You do your best to maintain adequate heat in the building or structure; or
 - (2) You drain the equipment and shut off the supply if the heat is not maintained.
 - f. Discharge, dispersal, seepage, migration, release or escape of "pollutants", except to the extent that coverage is provided by Coverage Extension 8. Pollution Clean-up and Removal.
 - g. Neglect to use all reasonable means to save and preserve property from further damage at and after the time of "loss".
 - h. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
 - i. Unauthorized instructions to transfer property to any person or to any place.
 - j. Error, omission or deficiency in design or specifications or processing or work upon the property. But we will pay for direct "loss" caused by resulting fire or explosion, if these causes of "loss" would be covered under this Coverage Form.
 - k. Artificially generated electrical current, including electrical arcing that disturbs electrical devices, appliances or wires. But we will pay for direct "loss" caused by resulting fire or explosion.

This exclusion only applies to "loss" to that article in which the disturbance occurs.
 - l. Mechanical Breakdown or failure, including rupture or bursting caused by centrifugal force. But we will pay for direct "loss" caused by resulting fire or explosion. This exclusion only applies to "loss" to that article in which the disturbance occurs.
 - m. Dampness of the atmosphere or extremes of temperature.
 - n. Careless or rough handling or disregard of reasonable precautions by you or your employees.
 - o. No vehicle(s) is covered while participating in a race or moving under its own power.
3. We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss."
 - a. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deteriorations, depreciation; insects, vermin, rodents; corrosion, rust.

C. LIMITS OF INSURANCE

1. The most we will pay for "loss" in any one occurrence is the least of the following amounts minus any applicable deductible shown in the Declarations:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss";
 - b. The cost of repairing or replacing the damaged or stolen property with property of like kind and quality; or
 - c. The amount shown in the Declarations.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

The most we will pay for "loss" or damage in any one occurrence, no matter how many described vehicles or Coverage Extensions are involved, is the Maximum Any One Occurrence Limit shown in the Schedule of this endorsement.

D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations.

We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable Limit of Insurance.

The Deductible indicated in the Declarations also applies to the Coverage Extensions provided by this Endorsement

E. ADDITIONAL CONDITIONS

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

1. COVERAGE TERRITORY

We cover property wherever located within:

- a. The United States of America; and
- b. Canada.

2. COINSURANCE – No coinsurance provisions apply.

F. DEFINITIONS

"Loss" means accidental loss or damage.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

"Substitute Equipment" means equipment that is primarily used in connection with the ownership, use, operation or maintenance of the vehicle(s) described in the Declarations that you must rent due to "loss" or damage to your similar equipment caused by or resulting from a Covered Cause of Loss.

SERFF Tracking Number: *HRLV-125353673* *State:* *Arkansas*
Filing Company: *Harleysville Mutual Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *IMJM110607-2*
TOI: *09.0 Inland Marine* *Sub-TOI:* *09.0005 Other Commercial Inland Marine*
Product Name: *IM*
Project Name/Number: *IM Storage, Transportation & Paddock Program/*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: HRLV-125353673 State: Arkansas
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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 11/14/2007

Comments:

Attachment:

AR NAIC 2007.pdf

Satisfied -Name: cover letter **Review Status:** Approved 11/14/2007

Comments:

Attachment:

IM storage forms.pdf

Property & Casualty Transmittal Document

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: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Harleysville Mutual Insurance Company	PA	14168	23-0902325	

5. Company Tracking Number	125353673
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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
	Carol Zwoyer 355 Maple Avenue Harleysville, PA 19438	Senior State Filing Analyst	800-523-6344 ext. 5735	215-256-5678	czwoyer@harleysvillegroup.com

7. Signature of authorized filer	
-----------------------------------------	--------------------------------------------------------------------------------------

8. Please print name of authorized filer	Carol Zwoyer
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Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Commercial Inland Marine
10. Sub-Type of Insurance (Sub-TOI)	
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: 12/15/2007 Renewal: 12/15/2007

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
16.	Reference Organization (if applicable)			
17.	Reference Organization # & Title			
18.	Company's Date of Filing	11/12/07		
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed	<input type="checkbox"/> Pending	<input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	125353673
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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With this filing it is our intent to introduce the Storage, Transportation and Paddock program as a supplement to our Commercial Inland Marine program.

Attached, please find the following forms to be used with this new program:

- ❖ CM-7269 (Ed. 11-07) Miscellaneous Property Floater Coverage Form Declarations
- ❖ CM-7428 (Ed. 11-07) Storage, Transportation & Paddock Program – Miscellaneous Property Floater Coverage Form - Special

Rule of application: These changes shall be applicable to all policies written on or after December 15, 2007.

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]
<p>Check #: EFT Amount: 50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

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

HARLEYSVILLE MUTUAL INSURANCE COMPANY

355 Maple Avenue
Harleysville PA 19438-2297
www.harleysvillegroup.com

November 12, 2007

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Department of Insurance
1200 West Third Street
Little Rock, AR 72201-1904

NAIC # 14168
Commercial Inland Marine
(Non-Controlled)
Form Filing
Company File Number: 125353673

Dear Honorable Bowman:

With this filing it is our intent to introduce the Storage, Transportation and Paddock program as a supplement to our Commercial Inland Marine program.

Attached, please find the following forms to be used with this new program:

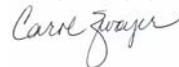
- ❖ CM-7269 (Ed. 11-07) Miscellaneous Property Floater Coverage Form Declarations
- ❖ CM-7428 (Ed. 11-07) Storage, Transportation & Paddock Program – Miscellaneous Property Floater Coverage Form - Special

Rule of application: These changes shall be applicable to all policies written on or after December 15, 2007.

Statistical Agent: Insurance Services Office, 545 Washington Blvd, Jersey City NJ 07310-1686

Your favorable consideration will be appreciated.

Very truly yours,



Carol Zwoyer, AAM, AIT
Senior State Filing Analyst
(215) 256-5735

czwoyer@Harleysvillegroup.com

CC: Jen Milewski, Lisa Berke