

Filing at a Glance

Company: Praetorian Insurance Company
Product Name: Chandler Property Program - Inland Marine
TOI: 09.0 Inland Marine
Sub-TOI: 09.0005 Other Commercial Inland Marine
Filing Type: Form

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Author: Danelle Hill
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Reviewer(s): Betty Montesi,
Llyweyia Rawlins, Brittany Yielding
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Praetorian Insurance Company submits for your review this form revision to our Chandler Property Program Inland Marine.

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Company and Contact

Filing Contact Information

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Filing Company Information

Praetorian Insurance Company
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CoCode: 37257
Group Code: 517
Group Name: Hannover Re Group

State of Domicile: Illinois
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(212) 805-9700 ext. [Phone]

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Filing Fees

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Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Praetorian Insurance Company	\$50.00	07-17-2007	14634386

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	07-19-2007	07-19-2007

Disposition

Disposition Date: 07-19-2007

Effective Date (New): 09-01-2007

Effective Date (Renewal): 09-01-2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Memorandum	Approved	Yes
Supporting Document	Marked Up Version of PTMCDEC	Approved	Yes
Supporting Document	Side by Side Comparison of PTMC1000AR	Approved	Yes
Form	Form List	Approved	Yes
Form	Payment Schedule	Approved	Yes
Form	Motor Truck Cargo Coverage Declarations	Approved	Yes
Form	Supplemental Declarations Terminal Locations	Approved	Yes
Form	Motor Truck Cargo Legal Liability Coverage Form	Approved	Yes
Form	Specifically Described Property Theft Limitation Endorsement	Approved	Yes

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Form List	PTFORML	06/07	Other	New		0.00	PTFORMLIST - Form List.pdf
Approved	Payment Schedule	PTPAYSC	06/07	Other	New		0.00	PTPAYSCHEDED - Pay Schedule.pdf
Approved	Motor Truck Cargo Coverage Declarations	PTMCDEC	06/07	Declaration	Replaced	PTMCDEC (12/06)	0.00	PTMCDEC_6-07_.pdf
Approved	Supplemental Declarations Terminal Locations	PTDC-SUPP	06/07	Declaration	New		0.00	PTDC-SUPP_6-07_.pdf
Approved	Motor Truck Cargo Legal Liability Coverage Form	PTMC1000AR	06/07	Policy/Coverage	Replaced	PTMC1000AR (12/06)	0.00	PTMC1000AR_6-07_.pdf
Approved	Specifically Described Property Theft Limitation Endorsement	PTMC1007	06/07	Endorsement/Amendment/Conditions	New		0.00	PTMC1007_6-07_.pdf

PRAETORIAN INSURANCE

FORMS LIST

We agree with you that the following Endorsements and/or Forms are added to and form a part of this policy:

<u>FORM</u>	<u>EDITION</u>	<u>DESCRIPTION</u>
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PRAETORIAN INSURANCE

PAYMENT SCHEDULE

WE AGREE WITH YOU THAT THE TOTAL ESTIMATED ANNUAL PREMIUM OF
\$ IS PAYABLE AS FOLLOWS:

PAYMENT PLAN:	<u>PAYMENT DUE</u>	<u>AMOUNT</u>
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D. Special Limits for Specifically Described Property: As Endorsed

E. Other:

PRAETORIAN INSURANCE

SUPPLEMENTAL DECLARATIONS TERMINAL LOCATIONS

POLICY NUMBER:

POLICY PERIOD:

to

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN HERE

NAMED INSURED AND ADDRESS

LIMITS OF INSURANCE

Any one "terminal location specified below:

1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____
4.	_____	\$ _____
5.	_____	\$ _____
6.	_____	\$ _____
7.	_____	\$ _____
8.	_____	\$ _____
9.	_____	\$ _____
10.	_____	\$ _____

PRAETORIAN INSURANCE

MOTOR TRUCK CARGO LEGAL LIABILITY COVERAGE FORM (ARKANSAS)

COMMERCIAL INLAND MARINE COVERAGE FORM

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 the insurance.

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

A. Coverage

We cover up to the limits of liability shown in the Declarations, your legal liability as a motor carrier (for hire) for “loss” to Covered Property from any of the Covered Causes of Loss.

1. Covered Property

We cover lawful goods and merchandise you do not own that you have accepted for transportation as a motor carrier (for hire) under contract, tariff, bill of lading or shipping receipt while:

- a. In your care, custody or control; and
- b. In the due course of transit including while
 - 1) Being loaded or unloaded;
 - 2) In the custody of connecting carriers;
 - 3) Loaded on a conveyance at any terminal, storage location, depot or garage; or
 - 4) While in or at a scheduled terminal

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, deeds, evidence of debt, currency, money, coins, stamps, securities, notes, letters of credit, bullion, blueprints, passports, tickets, documents, manuscripts, records or other valuable papers;
- b. Jewelry, precious stones or other similar valuables; paintings, statuary or other works of art;

- c. Live animals or live poultry except death or injuries rendering death immediately necessary, directly caused by a cause of loss not otherwise excluded under this policy;
- d. Eggs;
- e. Property carried gratuitously or as an accommodation;
- f. Contraband, or property in the course of illegal transportation or trade;
- g. Property in or on any “vehicle” under your control after the “vehicle” has remained at any dock or depot, station or terminal or other location for more than seventy two (72) hours after arrival;
- h. Shipments while in the custody of any other carrier if your subrogation rights have been waived or made unenforceable;
- i. Property for which no bill of lading or shipping receipt has been issued;
- j. Property in storage for which you have agreed to store under warehouse receipts or written contracts.

3. Covered Causes of Loss

Covered Causes of Loss means Risks of Direct Physical “loss” to covered property except for those causes of “loss” listed in the Exclusions.

4. Additional Coverages

a. Preservation of Property

If it is necessary to move Covered

Property to preserve it from “loss” by any of the Covered Causes of Loss, we will pay for any direct physical “loss” to that property:

- 1) While it is being moved or while temporarily stored at another premises; and
- 2) Only if the “loss” occurs within 30 days after the property is first moved.

This Additional Coverage does not increase the Limits of Insurance provided by this Coverage Form.

b. Debris Removal

We will pay your reasonable cost to remove the debris of insured property caused by or resulting from an insured peril which occurs during the policy period.

This coverage only applies if no later than 180 days from the date of loss or the end of the policy period, whichever comes first, you:

- 1) discover the loss, and
- 2) report the cost to us in writing

We will pay up to 25% of the sum of:

- 1) the direct physical loss otherwise payable under the policy, or
- 2) \$25,000, whichever is less.

Payments under this Debris Removal coverage will not increase the Limit of Liability applicable to the insured property.

5. Coverage Extensions

a. Defense of Suits

We agree to defend you against any suit others bring against you, within the time allowed by law, for “loss” to Covered Property from a Covered Cause of Loss. But we retain the right to investigate, negotiate and settle any claim or suit in any way we determine is expedient.

We will pay expenses we incur under this coverage Extension in addition to any applicable Limits of Insurance of this Coverage Form. However, we will not pay any claim or judgment or defend any suit after the applicable Limit of Insurance of this

Coverage Form has been exhausted by the payment of judgments, suits or claims.

b. Earned Freight Charges

We will pay freight charges you have earned that you cannot collect from others because of “loss” to Covered Property due to a Covered Cause of Loss.

However, if we pay freight charges to others as part of the payment for any claim, we shall not be required to also pay them to you.

The most we will pay under this coverage extension is \$5,000.

This coverage Extension does not increase the Limits of Insurance of the Coverage Form.

c. Moving Equipment

We will pay for “loss” caused by or resulting from any of the Covered Causes of Loss to van pads, covers, dollies, hand trucks, pallets and other similar equipment, excluding intermodal container, trailer or any carrying conveyance or motorized equipment, you use to handle and ship Covered Property.

The most we will pay under this Coverage Extension in any one occurrence is the lesser of the following amounts:

- 1) 10% of the Limit of Insurance for any one “vehicle”; or
- 2) \$2,500.

But we will pay under this Coverage Extension only if a covered “loss” to Covered Property has occurred.

This coverage Extension does not increase the Limits of Insurance of the Coverage Form.

B. 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. Earthquake

But we will pay for direct “loss” caused by resulting fire if such “loss” would be covered under this Coverage Form.

b. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at time of a fire to prevent its spread if “loss” caused by such fire would be covered under this Coverage Form.

c. Nuclear Hazard

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

d. 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 personal or other agents; or
- 3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority hindering or defending against any of these.

e. Pollution

The discharge, dispersal, seepage, migration, release or escape of “pollutants”.

f. Fungi or Bacteria

- 1) “Property Damage” which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any “fungi” or bacteria, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or

damage.

- 2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, “fungi” or bacteria, by any insured or by any other person or entity.

g. Detrimental Code

- 1) Loss, damage, expense, injury, economic loss, economic detriment, liability, or claim, directly or indirectly, arising out of, caused by, resulting from, happening through, or in consequence of “detrimental code”, notwithstanding any other provision of this policy to the contrary.
- 2) Such loss, damage, expense, injury, economic loss, economic detriment, liability or claim is excluded regardless of any other cause, condition, or event that contributes concurrently or in any sequence to the loss, damage, expense, injury, economic loss, economic detriment, liability, or claim.
- 3) This exclusion applies regardless of who introduced the “detrimental code”, even if the “detrimental code” was introduced by your employees.

2. We will not pay for a “loss” caused by or resulting from any of the following:

- a. Improper packing, contact with oil or grease, marring or scratching, wetness or dampness, leaking of liquids, or as the result of spoilage, contamination, spotted, discolored, molded, rusted, frosted or frozen, rotted, soured, steamed or heated or changed in flavor.

But we will pay for such “loss” caused directly by fire, lightning, windstorm, hail, smoke, explosion, collision, overturning of “vehicles”, aircraft, vandalism and malicious mischief or

burglary or theft.

- b. Delay, loss of market, or loss of profit, loss of use or any other remote or consequential loss.
 - c. Fraudulent, dishonest or criminal acts by you, your partners, officers, anyone else with an interest in the property, your or their employees or authorized representative or anyone entrusted with the property including owner operators whether or not acting alone or in collusion with other persons or occurring during the hours of employment.
 - d. Voluntary parting with any property by you or anyone entrusted with the property, including owner operators if induced to do so by any fraudulent scheme, trick or device or false pretense.
 - e. Unauthorized instructions to transfer property to any person or to any place.
 - f. Strikes, lockouts, labor disturbances, riots, civil commotion or to other acts of any person taking part in any of these.
 - g. Your neglect in protecting the Covered Property at the time of and after any "loss".
 - h. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, depreciation, mechanical breakdown of refrigeration or heating units, insects, vermin, rodents.
3. We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" by Covered Cause of Loss results, we will pay for that resulting "loss".
 - a. Weather conditions, including rain, sleet, hail or snow whether driven by wind or not.
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

C. Limits Of Insurance

The most we will pay for "loss" in any one occurrence is the applicable Limit of Insurance shown in the Motor Truck Cargo Declarations.

The limit applicable to "loss" to property in or on any one cargo carrying "vehicle" is the Limit of Insurance per "vehicle" specified on the Motor Truck Cargo Declarations.

If Terminals Coverage is specified on the Motor Truck Cargo Declarations, the most we will pay for "loss" to property at any terminal location is the Limit of Insurance specified for that terminal location on the Motor Truck Cargo Declarations.

However, in no event will we pay more for "loss" to Covered Property in any one occurrence involving one or more cargo carrying "vehicles" or terminals than the Limit of Insurance per occurrence specified in the Motor Truck Cargo Declarations.

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

E. General Conditions

1. **Your name and address** as the Named Insured shall be as specified in the Declarations.

2. **The Policy Period**

This policy applies only to "loss" or damage that occurs during the policy period shown in the Declarations. The policy period begins and ends at 12:01 a.m., Standard Time, at your address shown in the Declarations. But if this policy replaces a policy which expires at noon Standard Time on the effective date of this policy, then this policy will not be effective until the policy being replaced expires. In those states which require policy periods to begin and end at noon Standard Time, this policy will begin and end at noon Standard Time.

3. **The Declarations** shows you which coverages you have purchased and the limits of insurance that apply. You have only those coverages and amounts of insurance. If this coverage applies only at specified locations, they are shown in the Declarations.

By accepting this policy, you agree that:

- a. the statements in the Declarations are your agreements and representations;
- b. that this policy is issued in reliance on the truth of such representations.

4. Concealment or Fraud

This policy is void if you have intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.

5. Abandonment

You may not abandon any covered property to us without our written consent.

F. Additional Conditions

1. Coverage Territory

- a. We cover property "in transit" within:
 - 1) the 48 contiguous states of the United States;
 - 2) The District of Columbia; and
 - 3) Canada
- b. If Terminal coverage is specified on the Motor Truck Cargo Declarations, we cover property loaded in or on "vehicles" or unloaded and at your risk at terminal locations specified in the Motor Truck Cargo Declarations within:
 - 1) the 48 contiguous states of the United States;
 - 2) The District of Columbia; and
 - 3) Canada

2. Valuation

The Covered Property will be valued at the least of the following amounts:

- a. Property under invoice, bill of lading or shipping receipt.

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

 - 1) The value of the property shown on the invoice;
 - 2) The value of the property shown in the bill of lading or shipping receipt;
 - 3) The cost of reasonably repairing the

property to its condition immediately before "loss"; or

- 4) The cost of replacing the property with substantially similar property.
- 5) If you have a loss to covered property that is a part of a pair, set or a piece or pieces which belong to something when complete consists of a pair, set or several parts, we will pay you only for a reasonable and fair proportion of the total value of the pair, set or part(s) that are lost or damaged. We will not pay on the basis of a loss to the entire pair, set or piece(s).

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

3. Your Reimbursement Of Us

If we pay loss because of any special or regulatory endorsement required by federal and/or state laws which we would not have been liable for under the terms of this Coverage Part, you will fully reimburse us for our payments along with any additional expenses we incur in connection with it.

Reimbursement must be made within 10 days of our notice to you.

4. Statutory Endorsements

Any statutory endorsements regulating your business will be valid only if required for mandatory or permissive compliance with the statute applicable to you at time of "loss".

5. Fines, Assessments and Other Penalties

We will not pay for costs or other penalties resulting from your violation of any law or regulation due to any delay in the payment, denial or settlement of any claim.

6. Your Cooperation - Defense Of Suits

You must cooperate with us in obtaining evidence, effecting settlements, and conducting suits, hearings and trial.

7. Salvage And Recovery

All salvages, recoveries and payments recovered or received either prior or subsequent to a loss settlement under this

policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto, including deduction of the Company's cost of recovery or salvage.

8. Proof Of Loss And Payment

The insured shall complete and sign a sworn proof of loss within sixty (60) days after the occurrence of a loss (unless such period be extended by the written agreement of the Company) stating the time, place and cause of loss, the interest of the Insured and of all others in the property, the sound value thereof and the amount of loss or damage thereto, and all other insurance thereon. All adjusted claims shall be due and payable thirty (30) days after the presentation and acceptance of satisfactory proof(s) of loss at the office of the Company.

9. Reports And Premium

This section applicable only if a reporting period has been indicated on the Motor Truck Cargo Declarations.

a. Reports.

You must keep an accurate record of the Premium Base designated in the Motor Truck Cargo Declarations from all your carrier operations during the term of this policy. You must report to us the full amount of such Premium Base by the fifteenth (15th) day of the month after the end of each reporting period designated in the Motor Truck Cargo Declarations.

b. Rates and Premium.

1) Premium Computations. We will compute the premium:

(a) Using your "gross receipts" or "total miles" and the rate shown in the Motor Truck Cargo Declarations, and,

(b) As of each premium adjustment period shown in the Motor Truck Cargo Declarations.

2) Premium Adjustment

(a) When the Annual Premium Adjustment is shown in the

Motor Truck Cargo Declarations, we will compare the total computed premium to the Deposit Premium. If it is more than the Deposit Premium you must pay us the difference. If it is less than the Deposit Premium, we must refund the difference, subject to the Minimum Annual Premium.

(b) When any other Premium Adjustment Period is shown in the Motor Truck Cargo Declarations, we will apply the computed premium to the deposit premium, but not to any deposit premium held in escrow, until it is fully earned. You will pay us all premiums that exceed the Deposit Premium. At the end of the policy period we will compute the fully earned premium. We will apply the deposit premiums, including deposits held in escrow, to the amount we have collected and will refund to you any amount in excess of the earned premium, subject to the Minimum Annual Premium. You agree to pay us all premiums that exceed the amount billed up to the fully earned premium.

3) Minimum Annual Premium.

You must pay at least the minimum annual premium shown in the Motor Truck Cargo Declarations if the policy term is completed.

4) Cancellation.

If this coverage is canceled you must report the amount of Premium Base up to and including the date of cancellation.

5) Excess Insurance.

You agree that no excess insurance over and above the Limits of Insurance of this policy shall be provided by any other policy.

6) Legal Action Against Us.

No one may bring a legal action against us under this coverage form until:

- (a) There has been full compliance with all the terms of the coverage form; and
- (b) Under this coverage, we agree in writing that the Insured has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the Insured's liability.

G. Loss Adjustment Provisions

1. Your Duties After Loss

If a "loss" occurs which this policy may cover, you must see that the following duties are performed:

a. Notice of Loss

You must tell us in writing as soon as practical after loss or damage has occurred to your covered property, or after any occurrence that may develop into a claim. You must also file with us or our agent, a detailed sworn proof of loss within sixty (60) days following the occurrence.

Additionally, you and any other involved insured must:

- 1) Assume no obligation, admit no liability, make no payment, or incur no expense without our consent, except at your own cost.
- 2) Cooperate with us in the investigation, settlement or defense of the claim or suit.

b. Notify Authorities

Notify the police if a law may have been broken.

c. Protect Property

You shall do what is reasonably necessary to minimize the "loss" or

damage and to protect the covered property from any further "loss" or damage. Any expense in doing this shall be shared by you and us according to your and our interests. If you move the covered property to a safe place, that property will continue to be covered and we will reimburse you for the reasonable expenses for doing so. You must tell us as soon as practical that you have done this.

2. Examination Under Oath

Before recovering from us for any "loss", you shall, if we request:

- a. Permit us to inspect and appraise the damaged property before it is repaired or disposed of;
- b. be examined under oath;
- c. produce others for examination under oath; and,
- d. comply with any other reasonable request we make.

These requests are for the purpose of examining the "loss". They shall not mean that we admit liability for any "loss" or damage.

3. Settlement of Loss

We will settle substantiated claims within 30 days of our receipt of your statement of loss. We will supply you with the necessary forms.

4. Subrogation

If any person or organization to whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to aid us in any recovery and to protect our rights. If that person or organization does anything to impair our rights after a "loss", we will not have to pay the "loss".

5. Other Insurance

The coverage provided by this policy shall apply only as excess insurance over any other valid and collectible insurance or coverage that applies to the covered property.

6. Impairment of Recovery Rights

If you do anything after a “loss” that impairs or precludes your right to recover from any other party who may be liable for the “loss” or damage, we will not pay you. We may also refuse to pay if you make any settlement or agreement on a “loss” without our written consent.

7. Recovery

If we recover any part of a “loss” from another party, after we deduct the expenses of making the recovery we will share the recovery with you. Your share will be the proportion that your share of the “loss” bears to the total amount of the “loss”.

H. Optional Coverage - Mechanical Breakdown of Refrigeration or Heating Units

This optional coverage will apply if a limit is shown for Mechanical Breakdown of Refrigeration or Heating Units in the Motor Truck Cargo Declarations.

We will pay for direct physical “loss” to Covered Property caused by or resulting directly from the malfunction or mechanical breakdown of refrigeration or heating units installed in the “vehicle” carrying the Covered Property.

But we will not pay for “loss” as a result of malfunction or mechanical breakdown caused by or resulting from:

1. Insufficient fuel or lubricants required for the normal operation of such refrigeration or heating unit(s) due to failure to provide an adequate supply of fuel or lubricant; or
2. Willful destruction of, or damage to, refrigeration or heating equipment by you or your employee(s) including owner operators.

The following exclusions are not applicable to this Optional Coverage

1. Wear and tear, gradual deterioration, inherent vice, hidden or latent defect, or any quality in property that causes it to damage or destroy itself;
2. Failure of refrigeration or heating unit(s), freezing or overheating;
3. Dampness or dryness of atmosphere, changes or extremes of temperature; or

4. Discharge, dispersal, seepage, migration, release or escape of “pollutants”.
5. If damage is the direct result of freezing or overheating.

The most we will pay under this Optional Coverage is the Mechanical Breakdown Limit of Insurance shown in the Motor Truck Cargo Declarations. This limit is part of and not in addition to the applicable limit of insurance.

You must inspect all such refrigeration or heating unit(s) on the vehicle(s) every 30 days (unless otherwise specified in the Motor Truck Cargo Declarations), make any repairs required and perform all corrective or preventive maintenance as specified by the manufacturer of the unit(s). You must maintain written records of the results of such inspections, repairs and maintenance performed.

If you fail to:

- Perform such inspections; or
- Make required repairs; or
- Perform the maintenance specified; or
- Maintain written records,

We will not pay for “loss” in any one occurrence under this Optional Coverage for Mechanical Breakdown of Refrigeration/Heating Units.

I. Protective Provisions

The following provisions will apply if indicated by an “x” on the Motor Truck Cargo Declarations:

1. Locked “Vehicle”

We will not pay for “loss” by theft from any unattended “vehicle” unless at the time of theft all windows, doors and other openings are securely closed and locked, with the cargo carrying compartment doors and openings locked with high security padlocks, and there are visible signs that the theft was the result of forced entry.

2. King Pin Lock

We will not pay for “loss” by theft of any unattended “vehicle” detached from a tractor unless at the time of theft the “vehicle” was

equipped with a properly engaged king pin lock.

3. Unattended "Vehicle"

We will not pay for "loss" by theft of any unattached "vehicle" when unattended in excess of one hour unless parked in a lighted lot, that is fully enclosed by a fence and a locked gate, protected by a guard at all times.

4. Attended "Vehicle"

We will not pay for "loss" by theft of any "vehicle" unless at the time of theft, you, or your employee or other person whose only duty is to attend the "vehicle" is actually in or upon the "vehicle".

5. GPS Tracking Equipment

We will not pay for "loss" by theft of any "vehicle" unless:

- a. The "vehicle" is equipped with a satellite tracking system;
- b. You test the system prior to loading cargo on the "vehicle";
- c. You do not load cargo on the "vehicle" if the system is not functioning properly; and
- d. The "vehicle" is monitored by you or by your designated representative.

6. "Vehicle" Alarm

We will not pay for "loss" by theft of any "vehicle" when unattended unless:

- a. The "vehicle" is equipped with alarms;
- b. The cargo compartment is locked with high security padlocks;
- c. The alarms are in the "on" position; and you have:
- d. Tested the alarm system semi-weekly;
- e. Recorded the results of each test;
- f. Made necessary repairs indicated prior to loading cargo in or on the transport;
- g. Kept records of all repairs; and
- h. Promptly provide us with copy of these upon our written request.

7. Tarpaulin Safeguard

We will not pay for "loss" to Covered Property caused by or resulting from rain, hail, sleet, snow, sand, or dust in or on any "vehicle" not fully enclosed unless:

- a. The Covered Property is completely and securely covered by waterproof tarpaulins; and
- b. Such tarpaulins first sustain damage caused by any of the Covered Causes of Loss through which the rain, hail, sleet, snow, sand, or dust enters.

J. Definitions

1. "Carrier" means contract or public truckman, motor transportation companies including connecting "carriers".
2. "Detrimental Code" means any computer virus, program, routine, sub-routine, trojan horse, worm, script or other code string that destroys, alters or corrupts Covered Property, Property Insured, or property of others for which you are liable, regardless of how the "detrimental code" was introduced or acquired.
3. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
4. "Gross Receipts" means the total amount to which the Named Insured is entitled for the shipment or transportation of property during the policy period, whether the shipment originates with the Named Insured or other carrier. It shall include the total amount received from the rental of automobiles, with or without drivers, to or from any person or organization not engaged in the business of transporting property for hire by automobile. However, if such person or organization provides primary coverage and the Named Insured has not executed a hold harmless agreement agreeing to indemnify the other carrier, "Gross Receipts" shall include only fifteen percent (15%) of the total amount received from such rental of automobiles. Such other carrier shall not be deemed to have provided primary coverage unless:
 - a. There is a written contract requiring the lessee to provide

the primary insurance;

- b. There is a written hold harmless agreement in which the lessee agrees to hold you harmless from any loss arising from such lease; and
- c. You have obtained and maintain on file a Certificate of Insurance from the lessee verifying insurance coverage current for the policy period with limits equal to or greater than your limits from an insurance carrier admitted to do business in any state and such insurance carrier has an A.M. Best rating of A-VII or better; and
- d. The lessee provides evidence of an additional insured endorsement issued for your benefit.

“Gross Receipts” does not include (1) the amount which the Named Insured pays to railroads, steamship lines, airlines and other interline connecting motor carriers operating under their own state or federal permits; or (2) direct taxes on the shipper which the Named Insured collects as a separate item and remits directly to a governmental division; or (3) COD collections for cost of merchandise including collection fees; or (4) warehouse storage charges; or (5) advertising revenue.

- 5. “In transit” is defined as follows:

Covered Property shipped via a “carrier” shall be considered “in transit” from the time the goods are in the exclusive custody and control of the “carrier” and continuously until the transporting “vehicle” arrives at the destination premises and are transferred to the exclusive custody and control of the consignee, warehousemen, or receiver but shall not extend beyond the period of time for which you are liable.

- 6. “Loss” means accidental loss or damage.
- 7. “Pollutants” means any solid, liquid, gaseous

or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- 8. “Terminal” means a building, including the legal boundaries of the property, for the handling of freight as it is transferred between transporting conveyances, for not exceeding 30 days from the date of arrival, but in no event to exceed the period of time for which you are liable.

- 9. “Total Miles” means the mileage, live and dead, of all covered automobiles operated for the shipment or transportation of property during the policy period, whether such shipment originates with the Named Insured or other carrier. It specifically includes all mileage from the rental of automobiles with or without drivers, to or from any person or organization not engaged in the business of transporting property for hire by automobile. However, if such person or organization provides primary coverage and the Named Insured has not executed a hold harmless agreement agreeing to indemnify the other carrier, “total miles” shall include only fifteen percent (15%) of the “total miles” from such rental of automobiles. Such other carrier shall not be deemed to have primary coverage unless:

- a. There is a written contract requiring the lessee to provide the primary insurance;
- b. There is a written hold harmless agreement in which the lessee agrees to hold you harmless from any loss arising from such lease; and
- c. You have obtained and maintain on file a Certificate of Insurance from the lessee verifying insurance coverage current for the policy period with limits equal to or greater than your limits from an insurance carrier admitted to do business in any state and such insurance carrier has an A.M. Best rating of A-

VII or better; and

d. The lessee provides evidence of an additional insured endorsement issued for your benefit.

10. "Vehicle" means any automobile, van, truck, tractor, trailer, semi-trailer or any combination of these while they are connected.

PRAETORIAN INSURANCE

SPECIFICALLY DESCRIBED PROPERTY THEFT LIMITATION ENDORSEMENT

THIS ENDORSEMENT MODIFIES COVERAGE UNDER YOUR MOTOR TRUCK CARGO LEGAL LIABILITY FORM.

PLEASE READ THIS ENDORSEMENT CAREFULLY

The insurance provided by this policy is amended to include the following limitation:

In the event of “loss” by theft to any “specifically described property”, we will not be liable for more than the reduced limit shown for any one “occurrence” for all “vehicles” and “terminals” combined as respects such commodities. If a theft deductible is shown, then this deductible will apply to theft of the “specifically described property” in the event of “loss”.

Specifically described property for the purposes of this endorsement shall mean any property listed below.

Specifically Describe Property	Reduced Theft Limit	Deductible
▪ _____	\$ _____	\$ _____
▪ _____	\$ _____	\$ _____
▪ _____	\$ _____	\$ _____
▪ _____	\$ _____	\$ _____
▪ _____	\$ _____	\$ _____
▪ _____	\$ _____	\$ _____
▪ _____	\$ _____	\$ _____
▪ _____	\$ _____	\$ _____
▪ _____	\$ _____	\$ _____
▪ _____	\$ _____	\$ _____

Regardless of any other provision of this policy, the reduced theft limits in this Endorsement do not increase the total limits of insurance provided by this policy, but instead are intended to limit the cumulative total of all “loss” arising from theft in any one occurrence attributable in whole or in part to the “specifically described property”

In the event of an occurrence resulting in “loss” to “specifically described property” and other “covered property”, the deductible for “specifically described property” shall be applied in addition to any other deductible and the “loss” to “specifically described property” shall be applied against the limits of insurance provided by this policy. In no event, shall we be obligated to pay more than the “reduced theft limit” for loss to “specifically described property”

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document- Property & Casualty	Review Status: Approved	07-19-2007
Comments:			
Attachments:			
	F777.pdf		
	F778.pdf		
Satisfied -Name:	Filing Memorandum	Review Status: Approved	07-19-2007
Comments:			
Attachment:			
	FILING MEMORANDUM-AR.pdf		
Satisfied -Name:	Marked Up Version of PTMCDEC	Review Status: Approved	07-19-2007
Comments:			
Attachment:			
	PTMCDEC _6-07_ redlined.pdf		
Satisfied -Name:	Side by Side Comparison of PTMC1000AR	Review Status: Approved	07-19-2007
Comments:			
Attachment:			
	SIDEBYSIDE PTMC1000-AR.pdf		

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2">a. Date the filing is received:</td></tr> <tr><td colspan="2">b. Analyst:</td></tr> <tr><td colspan="2">c. Disposition:</td></tr> <tr><td colspan="2">d. Date of disposition of the filing:</td></tr> <tr><td colspan="2">e. Effective date of filing:</td></tr> <tr> <td style="text-align: center;">New Business</td> <td style="width: 50px;"></td> </tr> <tr> <td style="text-align: center;">Renewal Business</td> <td></td> </tr> <tr><td colspan="2">f. State Filing #:</td></tr> <tr><td colspan="2">g. SERFF Filing #:</td></tr> <tr> <td>h. Subject Codes</td> <td style="width: 50px;"></td> </tr> </table>	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	
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Renewal Business																					
f. State Filing #:																					
g. SERFF Filing #:																					
h. Subject Codes																					

3. Group Name	Group NAIC #
Hannover Re Group	517

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

5. Company Tracking Number	PIC-CIM-AR-IM-F-003
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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
	Danelle Hill, Wall Street Plaza, 88 Pine Street, NY, NY 10005	Senior Filing Analyst	(866) 390-7723 (212) 805-9879	(212) 894-7821	dhill@pfgi.com
7.	Signature of authorized filer		<i>Danelle Hill</i>		
8.	Please print name of authorized filer		Danelle Hill		

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

9. Type of Insurance (TOI)	9.0000 Inland Marine
10. Sub-Type of Insurance (Sub-TOI)	9.0005 Other Commercial Inland Marine
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Chandler Oklahoma Property Program-Inland Marine
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: 09-01-2007 Renewal: 09-01-2007
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	July 17, 2007
19. Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	PIC-CIM-AR-IM-F-003
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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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Praetorian Insurance Company submits for your review this form revision for our Chandler Property Program - Inland Marine.

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 #: N/A - Sent via EFT

Amount: 50.00

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

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

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	PIC-CIM-AR-IM-F-003			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A			
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	Form List	PTFORMLIST (6/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Payment Schedule	PTPAYSCHEDED (6/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Motor Truck Cargo Coverage Declarations	PTMCDEC (6/07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PTMCDEC (12/06)	PIC-CIM-AR-IM-F-002 & AR-PC-06-022485
04	Supplemental Declarations Terminal Locations	PTDC-SUPP (6/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Motor Truck Cargo Legal Liability Coverage Form	PTMC1000AR (6/07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PTMC1000AR (12/06)	PIC-CIM-AR-IM-F-002 & AR-PC-06-022485
06	Specifically Described Property Theft Limitation Endorsement	PTMC1007 (6/07)	<input checked="" 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		

PRAETORIAN INSURANCE

FILING MEMORANDUM COMMERCIAL INLAND MARINE FORM FILING

The Company is submitting new and revised forms and endorsements applicable to the Company's Chandler Property Program. An explanation of the changes is shown below. These changes clarify coverage and have no bearing on the premium charged to the policyholders. No other changes are being proposed with this filing.

The Company respectfully requests that the proposed forms be implemented for all policies effective on or after September 1, 2007.

1. PTFORMLIST (6/07) Form List
New form for listing all applicable forms for a policy
2. PTPAYSCHED (6/07) Payment Schedule
New form for showing payment schedule
3. PTMCDEC (6/07) Motor Truck Cargo Coverage Declarations
Replaces PTMCDEC (12/06). The declarations has been revised for clarification purposes. Attached is a red-lined version showing all changes.
4. PTDC-SUPP (6/07) Supplemental Declarations Terminal Locations
New supplemental schedule for listing additional terminal locations
5. PTMC1000AR (6/07) Motor Truck Cargo Legal Liability Coverage Form
Replaces PTMC1000AR (12/06). The form has been revised for clarification purposes. A side-by-side comparison is attached.
6. PTMC1007 (6/07) Specifically Described Property Theft Limitation Endorsement
New form. The purpose of this endorsement is to apply a separate deductible and impose special limits in the event of "loss" by theft to the specifically described property shown in the schedule of the endorsement.

PRAETORIAN INSURANCE

MOTOR TRUCK CARGO COVERAGE DECLARATIONS

POLICY NUMBER:

POLICY PERIOD: _____ to _____

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN HERE

NAMED INSURED AND ADDRESS

Premium _____ \$

LIMITS OF INSURANCE

Any one "vehicle" _____ \$

All "vehicles" in any one occurrence: _____ \$

Any one "terminal" location specified below:

1. _____ \$

2. _____ \$

Any one occurrence all "vehicles" and "terminals" combined. _____ \$

DEDUCTIBLE

Any one "vehicle": _____ \$

Any one "terminal": _____ \$

Other: Specifically Described Property _____ \$ As Endorsed

REPORTING PROVISIONS:

Reporting Frequency:  Annually  Monthly

Rate	Premium Base	Initial Base
<u>\$ Rate</u>	<u>Per "scheduled units" attached</u>	<u>\$</u>
\$ Rate	Per \$100 "Gross Receipts" for all carrier operations	\$
\$ Rate	Per "Total Miles" For All Carrier Operations	\$
\$		\$

Deposit Premium: \$ _____ Including \$ _____ held in escrow

Minimum Annual Premium: \$ _____

SPECIAL PROVISIONS:

A. Limit for Mechanical Breakdown of Refrigeration or Heating Units: \$ _____

B. Additional Condition(s): _____

C. Protective Provisions applicable: Locked "Vehicle" King Pin Lock
Unattended "Vehicle" Attended "Vehicle" GPS Tracking Equipment
"Vehicle" Alarm Tarpaulin Safeguard

D. Special Limits for specifically described property: As Endorsed

E. Other:

SIDE-BY-SIDE COMPARISON
PTMC1000AR MOTOR TRUCK CARGO LEGAL LIABILITY COVERAGE FORM

PTMC1000AR (6/07) REVISED	PTMC1000AR (12/06) REPLACED
<p>A. Coverage</p> <p>We cover up to the limits of liability shown in the Declarations, your legal liability as a motor carrier <u>(for hire)</u> for "loss" to Covered Property from any of the Covered Causes of Loss.</p>	<p>A. We cover up to the limits of liability shown in the Declarations, your legal liability as a motor carrier (common or contract motor carrier) for "loss" to Covered Property from any of the Covered Causes of Loss.</p>
<p>1. Covered Property</p> <p>We cover lawful goods and merchandise you do not own that you have accepted for transportation as a motor carrier <u>(for hire)</u> under contract, tariff, bill of lading or shipping receipt while:</p>	<p>1. Covered Property</p> <p>We cover lawful goods and merchandise you do not own that you have accepted for transportation as a motor carrier (common or contract motor carrier) under contract, tariff, bill of lading or shipping receipt while:</p>
	<p>F. Additional Conditions</p> <p>3. Limitation</p> <p>The most we will pay for "loss" to a "target commodity" or for all "target commodities" in any one occurrence is \$10,000, unless a different limit is shown on the Motor Truck Cargo Declarations.</p>
<p>I. Protective Provisions</p> <p>The following provisions will apply if indicated <u>by an "x"</u> on the Motor Truck Cargo Declarations.</p> <p>3. Unattended "Vehicle"</p> <p>We will not pay for "loss" by theft of any unattached "vehicle" when unattended in excess of one hour unless parked in a lighted lot, that is fully enclosed by a fence and a locked gate, protected by a guard at all times.</p>	<p>I. Protective Provisions</p> <p>The following provisions will apply if indicated on the Motor Truck Cargo Declarations.</p> <p>3. Unattended "Vehicle"</p> <p>We will not pay for "loss" by theft of any unattached "vehicle" when unattended in excess of one hour unless parked in a lighted lot, that is fully enclosed by a fence and a locked gate, and, if containing "target commodities", protected by a guard at all times.</p>
	<p>J. Definitions</p> <p>8. "Target Commodity" means tobacco or tobacco products, textiles; wearing apparel; furs and fur-trimmed articles; alcoholic beverages of every description other than beer, ales and wine; drugs and pharmaceuticals, electric appliances; radios and televisions and other stereo and electronic equipment including electronic data processing equipment; guns and ammunition; automobiles and trucks, including automotive parts; tires and tubes; antiques, including oriental rugs, and seafood, unless canned.</p>