Filing at a Glance

Company: Consumers Insurance USA, Inc.

Product Name: AR CL F EFFAPP0807
TOI: 20.0 Commercial Auto
Sub-TOI: 20.0002 Garage
Filing Type: Form

SERFF Tr Num: CNSM-125258109
SERFF Status: Closed
Co Tr Num:
Co Status:

Author: Anne Roquette
Date Submitted: 08-09-2007

State: Arkansas
State Tr Num: AR-PC-07-025758
State Status:
Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
Disposition Date: 08-10-2007
Disposition Status: Approved

Effective Date Requested (New): On Approval
Effective Date Requested (Renewal): On Approval

Effective Date (New): 08-10-2007
Effective Date (Renewal): 08-10-2007

General Information

Project Name: AR CL F EFFAPP0807
Project Number:
Reference Organization:
Reference Title:
Filing Status Changed: 08-10-2007
State Status Changed: 08-09-2007
Corresponding Filing Tracking Number:

Status of Filing in Domicile: Pending
Domicile Status Comments:
Reference Number:
Advisory Org. Circular:

Deemer Date:

Filing Description:

In an effort to remain on the forefront of the Commercial Market, we have chosen to implement a Hail Deductible Waiver Program designed for our Auto Dealer Policyholders. In addition to this new program, we have also made some changes to our On Hook/Cargo Policy Form.

Company and Contact

Filing Contact Information

Anne Roquette, Pricing Director
P.O. Box 12269
Murfreesboro, TN 37129

aroquette@ciusa.com
(615) 692-0303 [Phone]
(615) 896-0766[FAX]

Filing Company Information

Consumers Insurance USA, Inc.
P.O. Box 12269

Murfreesboro, TN 37129
(615) 692-0303 ext. [Phone]

CoCode: 10204
Group Code:

Group Name: 0000
FEIN Number: 62-1590861

State of Domicile: Tennessee
Company Type: Property and Casualty
State ID Number:

Filing Fees

Fee Required?	Yes
Fee Amount:	$50.00
Retaliatory?	No
Fee Explanation:	1 filing submission at $50.00
Per Company:	No

State Specific

Check_No: na
Check_Amt: 50.00
Check_Rec: na

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	08-10-2007	08-10-2007

Disposition

Disposition Date: 08-10-2007
Effective Date (New): 08-10-2007
Effective Date (Renewal): 08-10-2007
Status: Approved
Comment:

Rate data does NOT apply to filing.

Created by SERFF on 08-10-2007 08:56 AM

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form	HAIL DEDUCTIBLE WAIVER	Approved	Yes
Form	ON HOOK/CARGO LIABILITY FORM	Approved	Yes

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	HAIL DEDUCTIBLE WAIVER	CI 06 02 08 07	08/07	Endorsement/Amendment/Conditions	New		0.00	HAIL WAIVER FORM.pdf
Approved	ON HOOK/CARGO LIABILITY FORM	CI 02 20 08 07	08/07	Policy/Coverage Form	Replaced	CI 02 20 11 06	0.00	ON HOOK CARGO AND LEGAL LIABILITY AND EQUIPMENT FORM ed 08-07.doc

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HAIL LOSS DEDUCTIBLE WAIVER
(AUTO DEALERS ONLY)

This endorsement modifies coverage for the following types:

GARAGE COVERAGE FORM

The deductible listed on the Auto Dealer Declarations Page (See Comprehensive Deductible Limit) will be waived in the event of a loss due to hail.

This endorsement is only applicable to those polices with $100, $250, $500, $1,000 and/or $2,000 deductibles.

This endorsement DOES NOT apply to policies with $5,000, $7,500 and/or $10,000 deductibles.

Commercial Automobile
On Hook/Cargo Legal Liability
And Equipment 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 this insurance.

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

A. Coverage A – On Hook/Cargo Legal Liability Coverage

Where a premium is shown on the schedule in the space next to On Hook, Legal Liability and/or Cargo coverage, we will pay for loss or damage to covered property from any of the Covered Causes of Loss.

1. **Covered Property, As Used In This Coverage Form, Means:**

   a. Lawful goods and articles of others accepted by you while in due course of transit in or on a scheduled vehicle, or in the process of recovery by a scheduled vehicle, or in the temporary storage on your premises for up to 72 hours.

2. Property Not Covered

Covered property does not include:

a. Accounts, bills, currency, deeds, evidences of debt, money, notes, securities, paintings, statuary, other works of art, jewelry or other similar valuables, furs, or fur trimmed garments, liquor, tobacco, and tires;

b. Bodily injury or death to any person or animal riding in or upon any vehicle while being towed or transported;

c. Contraband, or property in the course of illegal transportation or trade;

d. Property while waterborne, unless in transit on ferries, lighters or car floats or property while located underwater or underground, except while in transit through tunnels;

e. Property owned, hired by or rented by you; or

f. Property in the custody of any other ballee unless endorsed hereof.

g. Mobile Homes, Haulers/Transporters or any Trucking Operations with Extra Heavy Semi Tractors, Wreckers, Trailers and any Operations pertaining to Wide Loads, Oversize Loads and Double Trailers.

h. Cargo damaged by previous incident.

3. Covered Causes of Loss

Covered Causes of Loss means Risk of Direct Physical Loss to Covered Property except those Causes of "Loss" listed in the Exclusions that you become legally obligated to pay while the covered property is in your custody.

B. Coverage B – Equipment Coverage,

Where a premium is shown on the schedule in the space next to On Hook, Legal Liability and/or Cargo coverage, we will pay for loss or damage to covered property from any of the Covered Causes of Loss.

1. Covered Property, As Used In This Coverage Form, Means:

a. Personal property shown in the equipment schedule.

2. Property Not Covered

Covered property does not include:

a. Accounts, bills, money, securities, notes deeds, evidences of debt, plans, design specifications, blueprints, mechanical drawings, or other similar property, paintings, statuary, other works of art or other similar valuables, furs or fur trimmed garments.

b. Property while waterborne, unless in transit on ferries, lighters or car floats or property while located underwater or underground, except while in transit through tunnels;

c. Mobile Homes, Haulers/Transporters or any Trucking Operations with Extra Heavy Semi Tractors, Wreckers, Trailers and any Operations pertaining to Wide Loads, Oversize Loads and Double Trailers.

d. Marine Vessels, watercraft and aircraft; or

e. Contraband or property in the course of illegal transportation or trade.

f. Cargo damaged by previous incident.

g. Property owned, hired by or rented by you; or property in the custody of any other ballee unless endorsed hereof.

3. Covered Causes of Loss

Covered Causes of Loss means Risk of Direct Physical Loss to Covered Property except those Causes of "Loss" listed in the Exclusions.

C. Exclusions

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

a. Governmental Action

We will not cover seizure or destruction of property by order of governmental authority. But we will pay for acts of destruction ordered by government 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**

We will not cover any loss or damage caused directly, indirectly, contributed to or aggravated by nuclear reaction or radiation, or radioactive contamination. But if loss or damage by fire results, we will pay for that resulting loss or damage whether controlled or uncontrolled.

c. **War and Military Action**

We will not cover any loss or damage caused by or resulting from:

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.

d. Pollution

"Bodily injury" or "property damage" caused by or the result of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.

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

a. Infidelity or dishonest acts committed by you or your employees or any owner operator hired by you;

b. Deterioration, inherent vice or delay, unless directly caused by fire, collision, or overturn of the transporting vehicles;

c. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, dampness, cold or heat;

d. Delay, loss of market, loss of use, interruption of business, or any other indirect or consequential loss of any kind, however caused; or

e. Any of the following but only as it applies to the equipment coverage portion of the form:

1) Structural, mechanical or electrical failure or breakdown, or maintenance operation, unless fire ensues and then only the damage caused by fire; or

2) Unexplained loss, loss resulting from mysterious disappearance, or loss or shortage disclosed upon taking inventory.

f. The weight of a load exceeding the manufacturer's rated capacity of the equipment;

g. Arising directly or indirectly due to breakdown of refrigeration equipment, regardless of the cause of breakdown.

D. Limits of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable limit of insurance shown in the schedule, subject to a maximum per occurrence shown in "all covered property in any one occurrence".

E. Deductible

The amount of the deductible shown in the schedule will be deducted from each adjusted loss to covered property.

F. Coinsurance

If a coinsurance percentage is shown in the schedule, the following condition applies

1. We will not pay the roll amount of any loss if the value of property covered at the time of loss multiplied by the coinsurance percentage shown for such property in the schedule is greater than the limit of insurance for the property.

   Instead, we will determine the most we will pay using the following steps:

   a. Multiply the value of the property covered at the time of loss by the coinsurance percentage;

   b. Divide the limit of insurance of the property by the figure determined in step a;

   c. Multiply the total amount of the covered loss, before the application of any deductible, by the figure determined in step b; and

   d. Subtract the deductible from the figure determined in step c.

   The amount determined in step d. is the most we will pay. For the remainder of the loss, you will either have to rely on other insurance or absorb the loss yourself.

2. If one limit of insurance applies to two or more separate items, this condition will apply to the total for all property to which the limit applies.

G. Valuation

1. On Hook Cargo Legal Liability Coverage

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

a. The cash market value on the date and at the place of loss;

b. The cost of restoring the property to its condition immediately before the loss; or

c. The cost of replacing the property with substantially identical property.

2. Equipment Coverage

We will determine the value of property covered in the event of loss or damage as follows:

a. Replacement cost

1) We will not pay for loss or damage on a replacement cost basis more than the least of:

a) The limit of insurance applicable to the lost or damaged property;

b) The cost to replace, on the same premises, the lost or damaged property with other property;

(1) Of comparable material and quality; and

(2) Used for the same purpose; or

c) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

2) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. If you later decide to repair or replace the damaged property, you may still make a claim for the difference between the actual cash value and the amount provided by this optional coverage, if you notify us of your intent to do so within one hundred eighty (180) days after the loss or damage has occurred.

3) We will not pay on a replacement cost basis for any loss or damage:

a) Until the lost or damaged property is actually repaired or replaced; and

b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage has occurred.

b. Actual Cash Value

When the schedule indicates that coverage is written on an actual cash value basis, we may make a deduction for depreciation. The actual cash value will be determined at the time of loss. Payment will not exceed the least of the following amounts:

1) Actual cash value; or

2) The amount to repair or replace the damaged property with that of like kind and quality; or

3) The limit of insurance applying to the property.

H. Reimbursement of Us

You agree to reimburse us for any payment made by us that we are not obligated to make under the provisions of this form but are required to make under statutory or regulatory obligations.

I. Transfer Of Rights of Recovery Against Others To Us – This condition supersedes that of the general conditions form.

Any person or organization to or for whom we make payment under this form has rights to recover from another, those rights are referred to us to the extent of our payment. In the event of any loss covered under this form, you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. You shall do nothing before or after loss to prejudice your or our rights of recovery and shall not voluntarily admit any liability, settle any claim or incur any expense without our written authorization. We shall not be bound to pay any loss if you have impaired any right of recovery. However, we retain or rights to earned premiums.

J. Definitions

1. "Scheduled Vehicle" means:

a. A tow truck or flat bed vehicle designed for transportation of or recovery of another motor vehicle and is shown on the schedule of covered vehicles;

b. A newly acquired vehicle which replaces a scheduled vehicle. You must report the change to us within thirty (30) days from the date you acquire it:

c. A vehicle which you hire or borrow without a driver, as a temporary

substitute for a disabled scheduled vehicle; or

d. A trailer being used with a scheduled vehicle.

2. “Temporary Vehicle” means vehicles which you hire or borrow, without a driver, for a period up to but not exceeding 72 hours.

3. “Scheduled Equipment” means any equipment owned or leased by you which is shown in the schedule of covered equipment.

4. “Actual Cash Value” means the present-day value of property measured in cash, arrived at by taking the replacement cost and deducting the depreciation brought about by physical wear and obsolescence where applicable.

5. “Replacement Cost” means the actual cost new of replacing the covered property.

6. “Vehicle” means a land motor vehicle or trailer designed for travel on public roads.

7. “Pollutants” means any covered property which becomes a 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. “Loss” means accidental loss or damage.

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

		Review Status:	
Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Approved	08-10-2007

Comments:
See Attached
Attachment:
AR Transmittal Header.pdf

		Review Status:	
Satisfied -Name:	Cover Letter	Approved	08-10-2007

Comments:
See Attached
Attachment:
CL F letter to AR EFFAPP.pdf

Effective January 1, 2006

Property & Casualty Transmittal Document (Revised 1/1/06)

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 #
	Consumers Insurance USA, Inc.	0000

4.	Company Name(s)	Domicile	NAIC #	FEIN #
	Consumers Insurance USA, Inc.	TN	10204	62-1590861

5.	Company Tracking Number	0001

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

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Anne Roquette P.O. Box 12269 Murfreesboro, TN 37129	Pricing Director	615-692-0303	615-896-0766	aroquette@ciusa.com

7.	Signature of authorized filer	
8.	Please print name of authorized filer	Anne Roquette

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

9.	**Type of Insurance (TOI)**	Property & Casualty
10.	**Sub-Type of Insurance (Sub-TOI)**	Commercial Auto
11.	**State Specific Product code(s)** (if applicable)[See State Specific Requirements]	
12.	**Company Program Title** (Marketing title)	
13.	**Filing Type**	☐ Rate/Loss Cost ☐ Rules ☐ Rates/Rules ☒ Forms ☐ Combination Rates/Rules/Forms ☐ Withdrawal ☐ Other
14.	**Effective Date(s) Requested**	New: AT APPROVAL Renewal: AT APPROVAL
15.	**Reference Filing?**	☐ Yes ☒ No
16.	**Reference Organization** (if applicable)	
17.	**Reference Organization # & Title**	

18.	**Company's Date of Filing**	8/9/2007
19.	**Status of filing in domicile**	☐ Not Filed ☒ Pending ☐ Authorized ☐ Disapproved

Property & Casualty Transmittal Document—

20.	**This filing transmittal is part of Company Tracking #**	

21.	**Filing Description** [This area should be similar to the body of a cover letter and is free-form text]

In an effort to remain on the forefront of the Commercial Market, we have chosen to implement a Hail Deductible Waiver Program designed for our Auto Dealer Policyholders. In addition to this new program, we have also made some changes to our OnHook/Cargo Policy Form.

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 #:
Amount:

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.)**

Consumers INSURANCE
When You're With Us...You're Family.
P.O. Box 12129
Murfreesboro, TN 37129

Phone: 615-896-6133 Fax: 615-896-0766

August 09, 2007

Ms. Alexa Grissom
Arkansas Insurance Department
Property and Casualty Division
1200 W. 3rd Street
Little Rock, AR 72201-1904

Re: Consumers Insurance USA, NAIC #10204
COMMERCIAL AUTO FORMS
New Business Effective UPON APPROVAL
Renewal Business Effective UPON APPROVAL

Ms. Grissom,

Per the above, Consumers would like to make some changes in regards to our current Commercial Auto Form Structure. In an effort to remain on the forefront of the Commercial Market, we have chosen to implement a Hail Deductible Waiver Program designed for our Auto Dealer Policyholders. In addition to this new program, we have also made some changes to our On Hook/Cargo Policy Form. These changes include the combining of On Hook and Cargo at the top of page 1 and also in the title of Coverage A on page 1, the changes to Property Not Covered Section A.2.g. on page 1, the changes to Property Not Covered Section B.2.c. on page 2, the addition of Sections B.2.f. and B.2.g. on page 2, removal of the word "tractor" from Section J.1.a. on page 4, the removal of the word "semi-trailer" from Section J.1.d. on page 5, and the removal of the word "semi-trailer" from Section J.6. on page 5.

If you have any questions or concerns regarding these changes, please contact me at the phone number or email address listed. Thank you for your review of this filing.

Sincerely,

Anne Roquette
Pricing Director
aroquette@ciusa.com
615-692-0303