

SERFF Tracking Number: PHLX-125301637 State: Arkansas
Filing Company: Philadelphia Indemnity Insurance Company State Tracking Number: AR-PC-07-026197
Company Tracking Number: CA AR0030702F01
TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other
Product Name: Volunteer Fire
Project Name/Number: Volunteer Fire/CA AR0030702F01

Filing at a Glance

Company: Philadelphia Indemnity Insurance Company

Product Name: Volunteer Fire SERFF Tr Num: PHLX-125301637 State: Arkansas
TOI: 20.0 Commercial Auto SERFF Status: Closed State Tr Num: AR-PC-07-026197
Sub-TOI: 20.0003 Other Co Tr Num: CA AR0030702F01 State Status:
Filing Type: Form Co Status: Reviewer(s): Betty Montesi,
Llyweyia Rawlins
Author: SPI PhiladelphiaIndemnity Disposition Date: 09/28/2007
Date Submitted: 09/24/2007 Disposition Status: Approved
Effective Date Requested (New): 11/01/2007 Effective Date (New): 11/01/2007
Effective Date Requested (Renewal): Effective Date (Renewal):
11/01/2007

General Information

Project Name: Volunteer Fire Status of Filing in Domicile:
Project Number: CA AR0030702F01 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 09/28/2007
State Status Changed: 09/24/2007 Deemer Date:
Corresponding Filing Tracking Number:

Filing Description:

Philadelphia Indemnity Insurance Company is introducing six new commercial automobile endorsements that will be available for risks with volunteer firefighting, ambulance and rescue related exposures. These endorsements will be used in conjunction with Insurance Services Office endorsements filed on our behalf.

Company and Contact

Filing Contact Information

Diane Quarles, Compliance Analyst
One Bala Plaza (610) 617-7751 [Phone]

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Bala Cynwyd, PA 19004 (866) 478-1433[FAX]

Filing Company Information

Philadelphia Indemnity Insurance Company CoCode: 18058 State of Domicile: Pennsylvania
One Bala Plaza Group Code: 677 Company Type:
Suite 100
Bala Cynwyd, PA 19004 Group Name: Philadelphia Insurance Companies State ID Number:
(610) 617-7900 ext. [Phone] FEIN Number: 231738402

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Filing Fees

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

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
42089	\$50.00	09/10/2007

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	09/28/2007	09/28/2007

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Disposition

Disposition Date: 09/28/2007
Effective Date (New): 11/01/2007
Effective Date (Renewal): 11/01/2007
Status: Approved
Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Letter	Approved	Yes
Supporting Document	AR Form Abstract	Approved	Yes
Form	BUSINESS AUTO LIABILITY COVERAGE EXTENSION	Approved	Yes
Form	BUSINESS AUTO PHYSICAL DAMAGE COVERAGE EXTENSION	Approved	Yes
Form	AGREED VALUE COVERAGE EXTENSION AND SCHEDULE	Approved	Yes
Form	LIMITATION OF COVERAGE TO DESIGNATED NAMED INSURED	Approved	Yes
Form	WAIVER OF CHARITABLE OR GOVERNMENTAL IMMUNITY	Approved	Yes
Form	AMENDMENT - CARE, CUSTODY OR CONTROL EXCLUSION	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	BUSINESS AUTO LIABILITY COVERAGE EXTENSION	PI-VF-022	(04/07)	Other	New		0.00	PI-VF-022 .PDF
Approved	BUSINESS AUTO PHYSICAL DAMAGE COVERAGE EXTENSION	PI-VF-023	(04/07)	Other	New		0.00	PI-VF-023.PDF
Approved	AGREED VALUE COVERAGE EXTENSION AND SCHEDULE	PI-VF-024	(04/07)	Other	New		0.00	PI-VF-024.PDF
Approved	LIMITATION OF COVERAGE TO DESIGNATED NAMED INSURED	PI-VF-025	(04/07)	Other	New		0.00	PI-VF-025.PDF
Approved	WAIVER OF CHARITABLE OR GOVERNMENTAL IMMUNITY	PI-VF-026	(04/07)	Other	New		0.00	PI-VF-026 .PDF
Approved	AMENDMENT - CARE, CUSTODY OR CONTROL EXCLUSION	PI-VF-027	(04/07)	Other	New		0.00	PI-VF-027 .PDF

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO LIABILITY COVERAGE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverage, consult the policy contract wording.

Broadening of Coverages	Page #
Blanket Waiver of Subrogation	1
Bodily Injury Redefined (Mental Anguish)	1
Broad Form Named Insured	2
Emergency Vehicles – Volunteer Firefighters and Workers Injuries	2
Employees and Volunteers as Insureds	2
Expected or Intended Injury	2
Fellow Employee Coverage	2
Non-Owned Autos Used in an Emergency	3
Notice of and Knowledge of an Occurrence	3
Temporary Substitute Autos - Liability	3
Unintentional Errors or Omissions	3

Coverage Extensions	Limits Applicable	Page #
Supplementary Payments:		
Cost of Bail Bonds	\$3,000	4
Reasonable Expenses Incurred by the Insured	\$300 per day	4

With respect to coverage provided by this endorsement, provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

Broadening of Coverages

I. Blanket Waiver of Subrogation

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us is deleted and replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization because of payments we make for “bodily injury” or “property damage” arising out of the operation of a covered “auto” when you have assumed liability for such “bodily injury” or “property damage” under an “insured contract.”

II. Bodily Injury Redefined (Mental Anguish)

SECTION V – DEFINITIONS, Paragraph C. is amended by adding the following:

“Bodily injury” also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

III. Broad Form Named Insured

The following is added to **SECTION II – LIABILITY COVERAGE**, Paragraph **A. Coverage, 1. Who Is An Insured**:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity.
- e. Board members (or their spouses) while renting a vehicle while on business for the named “insured.”

IV. Emergency Vehicles – Volunteer Firefighters and Workers Injuries

SECTION II – LIABILITY COVERAGE, Paragraph **B. Exclusions** is amended by adding the following exclusion:

- 14. “Bodily injury” to any volunteer firefighter or other volunteer worker of the “insured” if sustained while such person is using or maintaining a covered “auto” or is otherwise engaged in other volunteer firefighting, rescue squad or ambulance corps operations of the “insured.”

However, this exclusion only applies if you are required to provide or if you voluntarily choose to provide coverage for such volunteer under any state or local law pertaining to disability benefits or workers’ compensation.

V. Employees and Volunteers as Insureds

The following is added to **SECTION II – LIABILITY COVERAGE**, Paragraph **A. Coverage, 1. Who Is An Insured**:

- f. Your “employee” or an elected or appointed official of yours is an “insured” while using a covered “auto” you do not own, hire or borrow while performing duties related to the conduct of your business or your personal affairs.
- g. Anyone volunteering services to you is an “insured” while using a covered “auto” you do not own, hire or borrow while performing activities related to the conduct of your business or your personal affairs.

VI. Expected or Intended Injury

SECTION II – LIABILITY COVERAGE, Paragraph **B. Exclusions**, Item **1. Expected or Intended Injury** is deleted and replaced by the following:

“Bodily injury” or “property damage” expected or intended from the standpoint of the “insured.” This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force taken to protect persons or property and arising out of the use of a covered “auto.”

VII. Fellow Employee Coverage

SECTION II – LIABILITY COVERAGE, Paragraph **B. Exclusions**, Item **5. Fellow Employee** does not apply and is deleted in its entirety.

VIII. Non-Owned Autos Used in an Emergency

The following is added to **SECTION II – LIABILITY COVERAGE**, Paragraph **A. Coverage, 1. Who Is An Insured**:

- h. The owner of an “auto” that you borrow or seize for official use in an emergency situation is an “insured,” but only while the “auto” is in your temporary care, custody or control and is being used in that same emergency situation.

For the purposes of this extension, emergency situation means an unexpected event that requires an urgent official response from you.

IX. Notice of and Knowledge of an Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph **A. Loss Conditions, 2. Duties In The Event Of Accident, Claims, Suit Or Loss**, Subparagraph a. is deleted and replaced by the following:

- a. In the event of an “accident,” claim, “suit” or “loss,” you must give us or our authorized representative prompt notice of the “accident” or “loss.” However, this condition only applies when the “accident” or “loss” is known to you or to another person that is authorized by you to give or receive notice of an “accident,” claim, “suit” or “loss.”
Include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

X. Temporary Substitute Autos – Liability

The following is added to **SECTION I – COVERED AUTOS, B. Owned Autos You Acquire After The Policy Begins**:

3. The temporary substitute “auto” will be considered a covered “auto” you own and not a covered “auto” you rent, lease or borrow.

We will pay the owner for “loss” to the temporary substitute “auto” provided the vehicle is used in place of a similar scheduled “auto.” The insurance covers the interest of the owner unless the “loss” results from fraudulent acts or omissions on your part.

XI. Unintentional Errors or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph **B. General Conditions, 2. Concealment, Misrepresentation Or Fraud** is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our rights of cancellation or non-renewal.

Coverage Extensions

I. Supplementary Payments

SECTION II – LIABILITY COVERAGE, Paragraph A. Coverage, 2. Coverage Extensions, a. Supplementary Payments (2) and (4) are deleted and replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$300 a day because of time off from work.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PHYSICAL DAMAGE COVERAGE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverage, consult the policy contract wording.

Broadening of Coverages	Page #
Accidental Discharge – Airbag Coverage	1
Auto Loan/Lease Total Loss Protection	1
Autos and Other Equipment Provided Through the Federal Excess Personal Property (FEPP) Program	2
Freezing	3
Glass	3
Notice of and Knowledge of an Occurrence	3
One Comprehensive Deductible Per Occurrence	4
Physical Damage Coverage for Employees' and Volunteers' Autos	4
Sound Receiving Equipment Coverage – Fire and Emergency Vehicles	4
Specialized Features and Equipment	4
Towing	5
Unintentional Errors or Omissions	5

Coverage Extensions	Limits Applicable	Page #
Hired Car Physical Damage	\$35,000	5
Loss of Use Expenses	\$75 per day / \$750 maximum	5
Personal Effects	\$400	6
Rental Reimbursement	\$30 per day / 30 days	6
Transportation Expenses	\$50 per day / \$1500 maximum	6

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

Broadening of Coverages

I. Accidental Discharge – Airbag Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph **B. Exclusions**, Item 3.a. is amended by adding the following:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

II. Auto Loan/Lease Total Loss Protection

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph **C. Limit of Insurance** is deleted and replaced by the following:

1. The most we will pay for “loss” in any one “accident” is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. Our Limit of Insurance for "total loss" will be the greater of:
- a. The balance due under the terms of the lease or loan, to which your auto is subject but not including:
 - (1) Past due payments;
 - (2) Financial penalties imposed under the lease;
 - (3) Security deposits not refunded;
 - (4) Costs for extended warranties or insurance; or
 - (5) Final payment due under a "balloon loan"; or
 - b. Actual cash value of the stolen or damaged property.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.

3. Additional Definitions
- a. "Total loss," for the purpose of this coverage, means a loss in which the estimated cost of repairs, plus the salvage value, exceeds the actual cash value.
 - b. "Balloon loan" is a loan with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.
4. Additional Conditions

This coverage will apply only to the original lease or loan written on your covered "auto." In order for this coverage to apply, leased "autos" must be leased or rented to you under a leasing or rental agreement, for a period of not less than six (6) months, that requires you to provide direct primary insurance for the benefit of the lessor.

III. Autos and Other Equipment Provided Through the Federal Excess Personal Property (FEPP) Program

In the event that you have been loaned an "auto" or equipment used for firefighting purposes that is installed on a covered "auto" through the Federal Excess Personal Property (FEPP) Program or other similar governmental program, and it is not currently scheduled for Physical Damage coverage, the following amendments apply:

- A. **SECTION III – PHYSICAL DAMAGE COVERAGE**, Paragraph C. **Limit Of Insurance**, Item 2. is replaced by the following:
 - 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss." However, we will not pay unless the damaged or stolen property is repaired or replaced with property of like kind and quality within one (1) year of the date of "loss."
- B. **SECTION III – PHYSICAL DAMAGE COVERAGE**, Paragraph D. **Deductible** is amended by adding the following:

For a Comprehensive “loss” covered by this extension, we will assess the smallest deductible that applies to Comprehensive coverage for any of your scheduled covered “autos.”

For a Collision “loss” covered by this extension, we will assess the smallest deductible that applies to Collision coverage for any of your scheduled covered “autos.”

C. **SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A. Loss Conditions, 4. Loss Payment - Physical Damage Coverages** is amended by adding the following:

We shall have no salvage rights for “loss” to an “auto” or equipment used for firefighting purposes that is installed on a covered “auto” under this extension (**III. Autos and Other Equipment Provided Through the Federal Excess Personal Property (FEPP) Program**).

IV. **Freezing**

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph B. Exclusions, Item 3. a. is deleted and replaced by the following:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not apply to any “loss” to “permanently installed equipment” on an emergency vehicle that is caused by freezing, unless the “loss” was the result of your failure to properly maintain it and to adequately protect it from freezing. Under no circumstance, will coverage apply to a vehicle’s antenna.

“Permanently installed equipment” means apparatus that has been affixed to the body of the “auto” by means of bolts, screws or other similar types of fasteners and is not intended to be removed on a customary basis. As such, “permanently installed equipment” does not mean mobile firefighting or rescue-related equipment.

V. **Glass**

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Object Or Missiles, Item a. is deleted and replaced with the following:

- a. Glass breakage. No deductible applies to “loss” to glass used in the windshield or windows.

VI. **Notice of and Knowledge of an Occurrence**

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, Subparagraph a. is deleted and replaced by the following:

- a. In the event of an “accident,” claim, “suit” or “loss,” you must give us or our authorized representative prompt notice of the “accident” or “loss.” However, this condition only applies when the “accident” or “loss” is known to you or to another person that is authorized by you to give or receive notice of an “accident,” claim, “suit” or “loss.” Include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and

- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

VII. **One Comprehensive Deductible Per Occurrence**

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph D. Deductible is amended by adding the following:

Only one Comprehensive Deductible per “occurrence” will apply to any “loss” resulting from a covered peril.

Additionally, if the covered “loss” also results in a “loss” under another policy issued by us for this “insured,” only one deductible, the largest, will be assessed.

For the purpose of this enhancement, “occurrence” means a single incident, including continuous or repeated exposure to substantially the same general harmful conditions within a 24-hour period.

VIII. **Physical Damage Coverage for Employees’ and Volunteers’ Autos**

- A. At your request, we will pay for “loss” to an “auto” that is owned or used by your “employee” or volunteer and for which there is no other automobile insurance policy that provides Physical Damage Coverage for that “auto.” The most we will pay for “loss” is the actual cash value.
- B. If your “employee” or volunteer has coverage for the “auto” under the Physical Damage Coverage of another automobile insurance policy, at your request, we will reimburse your “employee” or volunteer for deductible payments made by them under such policy.

This additional coverage will only apply if the “loss” is to an “auto” owned or used by the “employee” or volunteer but not owned, hired or borrowed by you and the “auto” was being used at the time of the “loss” in the course and scope of the “employee’s” or volunteer’s response to an official emergency, or while performing other activities related to the conduct of your business.

IX. **Sound Receiving Equipment Coverage – Fire and Emergency Vehicles**

SECTION III PHYSICAL DAMAGE COVERAGE, B. Exclusion, 4. a. does not apply to any audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment that is installed in a covered “auto” which is:

1. Owned by a fire department;
2. Equipped as an emergency vehicle and owned by a political body or any of its agencies; or
3. Equipped as an emergency vehicle and owned by a volunteer fire department, volunteer rescue squad or volunteer ambulance corps.

X. **Specialized Features and Equipment**

For those covered “autos” not designated in the **AGREED VALUE COVERAGE EXTENSION AND SCHEDULE** if attached to this policy, **SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C. Limit Of Insurance** is amended by adding the following:

4. We will pay any additional costs to repair or replace with like kind and quality and with no adjustment for depreciation, permanently installed specialized features and equipment on the damaged covered "auto."

In the event that the damaged covered "auto" can not be repaired, we will pay for the cost of installation of such specialized features and equipment into the replacement "auto."

Additionally, we will pay for your owned property that is installed in a non-owned "auto."

Specialized features and equipment may include but are not limited to the following: warning lights and sirens, tow hooks, reflective and/or gold leaf lettering, and communication equipment.

XI. Towing

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph **A. Coverage, 2. Towing** is deleted and replaced by the following:

We will pay for reasonable towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement.

XII. Unintentional Errors or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph **B. General Conditions, 2. Concealment, Misrepresentation Or Fraud** is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our rights of cancellation or non-renewal.

Coverage Extensions

I. Hired Car Physical Damage

Any "auto" you lease, hire, rent or borrow from someone other than your "employees" or partners or members of their household is a covered "auto" for each of your physical damage coverages.

The most we will pay for "loss" in any one "accident" is \$35,000.

II. Loss of Use Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph **A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses** is deleted and replaced by the following:

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is \$75 per day, to a maximum of \$750.

III. Personal Effects

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A. Coverage is amended by adding the following:

We will pay up to \$400 for “loss” to wearing apparel and other personal effects which are:

- a. owned by an “insured”; and
- b. in or on your covered “auto.”

Personal effects do not include tools, jewelry, money or securities.

This coverage applies only in the event of a total theft of your covered “auto” and is excess over any other collectible insurance.

No deductible applies to this coverage.

IV. Rental Reimbursement

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A. Coverage, 4. Coverage Extensions is amended by adding the following:

c. Rental Reimbursement

We will pay up to \$30 per day, for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an “auto” because of “loss” to a covered “auto.” We will also pay up to \$300 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered “auto.”

If “loss” results from the total theft of a covered “auto” of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Item **V. Transportation Expenses** of this endorsement.

V. Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is deleted and replaced by the following:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expenses incurred by you because of the total theft of a covered “auto” of the private passenger type. We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Causes of Loss coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy’s expiration, when the covered “auto” is returned to use or we pay for its “loss.”

If the temporary transportation expenses incurred arise from your rental of an “auto” of the private passenger type, the most we will pay is the amount it costs to rent an “auto” of the private passenger type which is of the same like kind and quality as the stolen covered “auto.”

For the purpose of this Agreed Value extension, the following amendments apply for only those covered "autos" designated in the **SCHEDULE** above:

A. **SECTION I – COVERED AUTOS**, Paragraph **B. Owned Autos You Acquire After The Policy Begins** is amended by adding the following:

3. If Symbols 7 and 8 are entered next to a coverage in Item Two of the Declarations, for owned "autos" or "autos" you lease under a lease agreement of six (6) or more months, acquired after the policy begins and not described in the **SCHEDULE** above, the most we will pay for "loss" in any one "accident" for that "auto" is the lesser of:
 - a. The cost to repair or rebuild the damaged property with a part or parts of like kind and quality without an adjustment for depreciation;
 - b. The cost to replace the covered "auto" as of the time of the "loss", with a new "auto" of like kind and quality that meets current specifications and safety standards established by a governmental body or a nationally recognized standard-setting entity; or
 - c. The actual cash value of the damaged or stolen "auto" as of the time of the "loss"; or the actual purchase price of the damaged or stolen "auto," whichever is greater.

Notwithstanding the above, the newly acquired "auto" must be an emergency vehicle, and you must notify us as soon as practicable after the purchase or lease of the newly acquired "auto." This coverage will cease at the end of the policy period during which the "auto" was acquired.

B. **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage**, Paragraph 1. is replaced by the following:

1. We will pay for "loss" to a covered "auto" or its "permanently installed equipment" under:
 - a. **Comprehensive Coverage**
From any cause except:
 - (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.
 - b. **Specified Causes of Loss Coverage**
Caused by:
 - (1) Fire, lightning or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism; or

- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto."

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

C. For those covered "autos" designated in the **SCHEDULE** above, **SECTION III – PHYSICAL DAMAGE COVERAGE**, Paragraph **C. Limit Of Insurance** is deleted and replaced with the following:

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The cost to repair or rebuild the damaged property with a part or parts of like kind and quality without an adjustment for depreciation;
 - b. The cost to replace the covered "auto" as of the time of the "loss," with a new "auto" of like kind and quality that meets current specifications and safety standards established by a governmental body or a nationally recognized standard-setting entity; or
 - c. The limit that applies to the damaged covered "auto" as designated in the **SCHEDULE** above.

Under Item 1. a., an additional 25% of the "loss" will be available to you for costs you incur if you are required to bring the damaged covered "auto" into compliance with current specifications and safety standards established by a governmental body or by a nationally recognized standard-setting entity. This shall include any costs you incur to have the covered "auto" re-certified if deemed necessary.

If the "loss" in any one "accident" exceeds 75% of the limit that is shown for the damaged covered "auto" in the **SCHEDULE** above and you do not wish to accept payment under Item 1.a., we will pay the lesser of either Item 1.b. or 1.c. In this case, however, we shall be entitled to any rights to recovery and salvage.

D. **SECTION III – PHYSICAL DAMAGE COVERAGE**, Paragraph **D. Deductible** is deleted and replaced with the following:

For each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the **SCHEDULE** above. Any Comprehensive Coverage deductible shown in the **SCHEDULE** above does not apply to "loss" caused by fire or lightning.

E. **SECTION V – DEFINITIONS**, Item B. is deleted and replaced by the following:

"Auto" means:

1. A land motor vehicle and its equipment, a "trailer" or semi-trailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, “auto” does not include “mobile equipment” or mobile firefighting and rescue-related equipment.

F. **SECTION V – DEFINITIONS**, is amended by adding the following Definition:

“Permanently Installed Equipment” means apparatus that has been affixed to the body of the “auto” by means of bolts, screws or other similar types of fasteners and is not intended to be removed on a customary basis. As such, “permanently installed equipment” does not mean mobile firefighting or rescue-related equipment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED NAMED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Name(s) of covered emergency service organization(s):

[If no entry appears above, the Information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.]

This insurance applies only to "bodily injury" or "property damage" caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto", or "loss" to a covered "auto" or its equipment arising out of the firefighting, ambulance rescue or other emergency services, including operations incidental thereto, of the covered emergency service organization shown in the **SCHEDULE**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF CHARITABLE OR GOVERNMENTAL IMMUNITY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

We will waive, both in the adjustment of claims and in the defense of any "suits" against the "insured", any charitable or governmental immunity of the "insured", unless the "insured" requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - CARE, CUSTODY OR CONTROL EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II – LIABILITY COVERAGE, Paragraph B. Exclusions, Item 6. Care, Custody or Control, is deleted and replaced by the following:

6. Care, Custody Or Control

“Property damage” to or “covered pollution cost or expense” involving property owned or transported by the Named Insured or in the Named Insured’s care, custody or control.

But this exclusion does not apply to:

- a. Liability assumed under a sidetrack agreement; or
- b. “Property damage” to a building or a garage and its contents rented to, used by, or in the care, custody or control of the Named Insured; or
- c. Damage to property owned by an “insured” other than the Named Insured or to property transported by or in the care, custody or control of an “insured”.

This endorsement is subject to the provisions of SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, Item 5. Other Insurance.

SERFF Tracking Number: PHLX-125301637 State: Arkansas
Filing Company: Philadelphia Indemnity Insurance Company State Tracking Number: AR-PC-07-026197
Company Tracking Number: CA AR0030702F01
TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other
Product Name: Volunteer Fire
Project Name/Number: Volunteer Fire/CA AR0030702F01

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PHLX-125301637 State: Arkansas
Filing Company: Philadelphia Indemnity Insurance Company State Tracking Number: AR-PC-07-026197
Company Tracking Number: CA AR0030702F01
TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other
Product Name: Volunteer Fire
Project Name/Number: Volunteer Fire/CA AR0030702F01

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 09/28/2007

Comments:

Attachments:

AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF
AR - NAIC FORM FILING SCHEDULE.PDF

Satisfied -Name: Letter **Review Status:** Approved 09/28/2007

Comments:

Attachment:

Letter.PDF

Satisfied -Name: AR Form Abstract **Review Status:** Approved 09/28/2007

Comments:

Attachment:

AR Form Abstract.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 style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></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 #			
Philadelphia Insurance Companies	0677			
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Philadelphia Indemnity Insurance Company	PA	18058	231738402	

5. Company Tracking Number	CA AR0030702F01
-----------------------------------	-----------------

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

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Diane Quarles One Bala Plaza, Suite 100 Bala Cynwyd PA 19004	Compliance Analyst	877-438-7459	866-478-1433	quarlesd@phlyins.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Diane Quarles		

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

9.	Type of Insurance (TOI)	20.0 Commercial Auto
10.	Sub-Type of Insurance (Sub-TOI)	20.0003 Other
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]	
12.	Company Program Title (Marketing Title)	Volunteer Fire Program
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: 11/1/07 Renewal: 11/1/07
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	9/24/07
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

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 #	CA AR0030702F01
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	CA AR0030702R01
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	BUSINESS AUTO LIABILITY COVERAGE EXTENSION	PI-VF-022 (04/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	BUSINESS AUTO PHYSICAL DAMAGE COVERAGE EXTENSION	PI-VF-023 (04/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	AGREED VALUE COVERAGE EXTENSION AND SCHEDULE	PI-VF-024 (04/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	LIMITATION OF COVERAGE TO DESIGNATED NAMED INSURED	PI-VF-025 (04/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	WAIVER OF CHARITABLE OR GOVERNMENTAL IMMUNITY	PI-VF-026 (04/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	AMENDMENT - CARE, CUSTODY OR CONTROL EXCLUSION	PI-VF-027 (04/07)	<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		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Philadelphia Insurance Companies

One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004
610-617-7900 Fax: 610-617-7600

September 24, 2007

Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

RE: Philadelphia Indemnity Insurance Company
NAIC -677-18058 FEIN - 23-1738402
Volunteer Fire Department Program
Commercial Automobile - Form
Our Filing Number: CA AR 0030702F01

Dear Sir or Madam:

Philadelphia Indemnity Insurance Company is introducing six new commercial automobile endorsements that will be available for risks with volunteer firefighting, ambulance and rescue related exposures. These endorsements will be used in conjunction with Insurance Services Office endorsements filed on our behalf.

- 1) Business Auto Liability Coverage Extension – Form # PI-VF-022 (04/07)
This mandatory endorsement adds or extends various auto liability coverages.
- 2) Business Auto Physical Damage Coverage Extension – Form # PI-VF-023 (04/07)
This mandatory endorsement adds or extends various auto physical damage coverages.
- 3) Agreed Value Coverage Extension and Schedule – Form # PI-VF-024 (04/07)
This optional endorsement amends the valuation provision to allow adjustment on an Agreed Value basis for specifically described autos. Agreed value applies only to autos listed in the extension schedule.
- 4) Limitation of Coverage to Designated Named Insured – Form # PI-VF-025 (04/07)
This endorsement is used when our named insured is a municipality, but we only intend to cover the fire department or ambulance squad operations of the municipality.
- 5) Waiver of Charitable or Governmental Immunity – Form # PI-VF-026 (04/07)
This endorsement is used when the Company intends to waive any charitable or governmental immunities that may exist for the insured in the adjustment of claims and in the defense of suits against the insured. The endorsement allows the insured to make a written request that we not do so.

Philadelphia Insurance Companies

One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004
610-617-7900 Fax: 610-617-7600

September 24, 2007

Page 2

6) Amendment – Care, Custody or Control Exclusion – Form # PI-VF-027(04/07)

This mandatory endorsement modifies the Care, Custody or Control exclusion in the Business Auto Form by limiting its application and providing coverage for: property damage to a building or garage and its contents rented to, used by, or in the care, custody or control of the Named Insured and to property owned by an insured other than the Named Insured or to property transported by or in the care, custody or control of an insured.

Copies of all endorsements are enclosed for your review. The associated rules filing is being filed under separate cover.

We would like to implement this filing for all policies effective on or after November 1, 2007, or as soon as possible after receiving you notice of acceptance. Your acknowledgment and approval will be appreciated.

Sincerely,



Diane Quarles
Compliance Analyst
(610) 617-7751 Fax (866) 478-1433
quarlesd@phlyins.com

ARKANSAS INSURANCE DEPARTMENT

FORM FILING ABSTRACT

ALL QUESTIONS MUST BE ANSWERED

Companies filing for a group may use a consolidated abstract if all forms are identical.

1. Date Filed 9/24/07

2. Company Name(s) Philadelphia Indemnity Insurance Company

Group Name Philadelphia Insurance Companies NAIC No. 18058 Group No. 0677

3. (a) Annual Statement Line of Business Number (Page 14) Commercial Auto

(b) Class of Business _____

© Coverages Affected _____

4. (a) Name of Advisory Organization, if any N/A

(b) Affiliations with Advisory Organization: Member () Subscriber ()

5. Is this a reference filing? Yes () No () If yes, please provide the following:

(a) Name of Advisory Organization (or Affiliated Company) _____

(b) Date of Filing _____

© Filing Designation Number or Description _____

PROVIDE THE INFORMATION REQUESTED ON PAGE 2 OF THIS FORM

7. Has the form(s) been approved for use in your domiciliary state and/or other states?
yes

8. Is the form filed in response to or due to legislation? If so, specify legislation.
no

9. Is the form in response to or due to recent court decisions? If so, give citation.
no

THIS INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



Signature

Diane Quarles

Title

610-617-7751

Telephone Number

Page 2 of 2

Old Form No.	Proposed Effective Date of New Form	New Form No.	Title of the Form(s); also Indicate Withdrawals: Provide Synopsis of Coverage
		PI-VF-022 (04/07)	BUSINESS AUTO LIABILITY COVERAGE EXTENSION
		PI-VF-023 (04/07)	BUSINESS AUTO PHYSICAL DAMAGE COVERAGE EXTENSION
		PI-VF-024 (04/07)	AGREED VALUE COVERAGE EXTENSION AND SCHEDULE
		PI-VF-025 (04/07)	LIMITATION OF COVERAGE TO DESIGNATED NAMED INSURED
		PI-VF-026 (04/07)	WAIVER OF CHARITABLE OR GOVERNMENTAL IMMUNITY
		PI-VF-027 (04/07)	AMENDMENT - CARE, CUSTODY OR CONTROL EXCLUSION