

SERFF Tracking Number: ACEH-125418205 State: Arkansas
Filing Company: ACE Property & Casualty Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 08-CIM-2007441
TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations
Product Name: 08-CIM-2007441
Project Name/Number: Logging and Lumbering Program/08-CIM-2007441

Filing at a Glance

Company: ACE Property & Casualty Insurance Company

Product Name: 08-CIM-2007441

TOI: 09.0 Inland Marine

Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations

Filing Type: Form

SERFF Tr Num: ACEH-125418205 State: Arkansas

SERFF Status: Closed

Co Tr Num: 08-CIM-2007441

Co Status:

Authors: Karen Schwabe, Marlene Thomas, Renice Cox

Date Submitted: 01/07/2008

State Tr Num: EFT \$50

State Status: Fees verified and received

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

Disposition Date: 01/10/2008

Disposition Status: Approved

Effective Date Requested (New): 01/15/2008

Effective Date Requested (Renewal): 01/15/2008

Effective Date (New): 01/15/2008

Effective Date (Renewal): 01/15/2008

State Filing Description:

General Information

Project Name: Logging and Lumbering Program

Project Number: 08-CIM-2007441

Reference Organization:

Reference Title:

Filing Status Changed: 01/10/2008

State Status Changed: 01/10/2008

Corresponding Filing Tracking Number:

Filing Description:

The purpose of this filing is to introduce the enclosed coverage form and endorsements for use with our new Logging and Lumbering Program.

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

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Company and Contact

Filing Contact Information

Renice Cox, Regulatory Specialist renice.cox@ace-ina.com
 436 Walnut Street, WB04G (215) 640-4876 [Phone]
 Philadelphia, PA 19106 (215) 640-4986[FAX]

Filing Company Information

ACE Property & Casualty Insurance Company CoCode: 20699 State of Domicile: Pennsylvania
 PO Box 1000 Group Code: 626 Company Type:
 436 Walnut Street
 Philadelphia, PA 19106 Group Name: State ID Number:
 (215) 640-5123 ext. [Phone] FEIN Number: 06-0237820

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
ACE Property & Casualty Insurance Company	\$50.00	01/07/2008	17372152

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	01/10/2008	01/10/2008

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Disposition

Disposition Date: 01/10/2008

Effective Date (New): 01/15/2008

Effective Date (Renewal): 01/15/2008

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	Filing Memo	Approved	Yes
Form	Declarations - Equipment Coverage Policy	Approved	Yes
Form	Commercial Inland Marine Equipment Coverage Form	Approved	Yes
Form	Commercial Inland Marine Equipment Coverage Form Schedule Limit of Insurance - Description Of Coverage Property	Approved	Yes
Form	Commercial Inland Marine Equipment Coverage Form - Loss Payable Endorsement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Declarations - Equipment Coverage Policy	LOG-23369	(11/07)	Endorsement/Amendment/Conditions New		0.00	LOG-23369_11-07.pdf
Approved	Commercial Inland Marine Equipment Coverage Form	LOG-23370	(11/07)	Endorsement/Amendment/Conditions New		0.00	LOG-23370_11-07.pdf
Approved	Commercial Inland Marine Equipment Coverage Form Schedule Limit of Insurance - Description Of Coverage Property	LOG-23371	(11/07)	Endorsement/Amendment/Conditions New		0.00	LOG-23371_11-07.pdf
Approved	Commercial Inland Marine Equipment Coverage Form - Loss Payable Endorsement	LOG-23372	(11/07)	Endorsement/Amendment/Conditions New		0.00	LOG-23372_11-07.pdf



ACE USA

Declarations - Equipment Coverage Policy

Company Name: ACE PROPERTY and CASUALTY INSURANCE COMPANY				
SYM:		Policy ID:		
Named Insured & Mailing Address		Producer Code:		
		Producer's Name & Address		
General Policy Information	Business Description:			
	Policy Period:			
	When Coverage Begins:	12:01 A.M. Standard Time at Named Insured's Address		
	When Coverage Ends:	12:01 A.M. Standard Time at Named Insured's Address		
	In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.			
Coverage Limits and Premium	Our Liability Shall Not Exceed The Limits Shown For Covered Property.			
	Our Coverage Limits On Covered Property Is:			
	\$	On Mobile Equipment as Listed in the attached schedule	Rate:	\$
				\$
				\$
				\$
				\$
				\$
				\$
		TOTAL PREMIUM		\$
Attached Forms Information	Equipment Coverage Form			
	Equipment Coverage Form Schedule			
	Commercial Inland Marine Conditions			
	Common Policy Conditions			
	Signatures			
Authorization Information	Countersigned At:			
	Date:			
	Authorized Agent:			



ACE USA

Commercial Inland Marine Equipment Coverage Form

THIS FORM IS SUBJECT TO THE DECLARATIONS AND THE APPLICABLE GENERAL CONDITIONS, SCHEDULES, AND ENDORSEMENTS.

A. COVERAGE

We will pay for loss or damage to covered property from any of the Covered Causes of Loss.

1. Covered Property

Covered property as used in this form means the personal property scheduled in the declaration.

2. Property Not Covered

Covered property does not include:

- a. Accounts, bills, money, securities, notes, deeds, evidences of debt, plans, design specification, blueprints, mechanical drawings, or other similar property;
- 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. Building materials and supplies or property which has or is intended to become a permanent part of any structure;
- d. Automobiles, motor trucks, trailers, or any other vehicles designed for highway use, unless unlicensed and not operated on public roads or scheduled on this policy; or
- e. Marine vessels, watercraft and aircraft.
- f. The following is added to the provisions of this policy respecting Property Not Covered. This policy does not cover land including land on which covered property is located or water, growing crops, standing timber, or lawns.

3. Covered Causes of Loss

Covered Causes of Loss means risks of direct physical loss or damage to covered property, except those causes of loss listed in the Exclusions.

B. ADDITIONAL COVERAGE - DEBRIS REMOVAL

In the event of a loss or damage to covered property under this form by a covered cause of loss, this form is also extended to pay for the cost of removal of material and debris formerly a covered part of the property including, the cost of removal or demolition of any portion of covered property no longer useful for the purpose for which it was intended. This extension does not apply to the cost of extracting any pollutants from land or water or removing, restoring or replacing polluted land or water no matter how such pollution was caused. The most we will pay for any debris removal expense covered by this endorsement is \$5,000 in anyone occurrence. This Limit is in addition to the limit of insurance for direct loss or damage to the covered property.

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 form.

NUCLEAR

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 a fire results, we will pay for that resulting loss or damage whether controlled or uncontrolled.

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) Insurrections, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for loss or damage caused by or resulting from any of the following:
- a. Structural, mechanical or electrical failure or breakdown or maintenance operation; we will pay for resultant damage to covered property from a loss caused or resulting from this exclusion.
 - b. 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; we will pay for resultant damage to covered property from a loss caused or resulting from this exclusion.
 - c. Any fraudulent, dishonest criminal act(s) committed alone or in collusion with others by:
 - (1) You or any employee, officer, director, partner or trustee of yours whether or not such act(s) be committed during regular business hours; or
 - (2) Others to whom the property covered hereunder may be entrusted (carriers for hire excepted).
 - d. Unexplained loss, loss resulting from mysterious disappearance, or loss or shortage disclosed upon taking inventory.
 - e. Delay, loss of market, loss of use, interruption of business, or any other indirect or consequential loss of any kind, however caused.
 - f. Property rented, loaned or leased to others.

D. LIMITS OF INSURANCE

The most we will pay for loss or damage in anyone occurrence is the applicable limit of insurance shown in the declaration for each item.

E. DEDUCTIBLE

The deductible amount shown in the Declaration will be deducted from each adjusted loss to covered property per any one occurrence.

F. VALUATION

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

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.

G. COINSURANCE

A coinsurance percentage of 80% and the following conditions will apply.

1. We will not pay the full amount of any loss if the value of any item covered at the time of loss times the coinsurance percentage shown for such item above is greater than the limit of insurance for the items.

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

- a) multiply the value of the item covered at the time of loss by the coinsurance percentage;
- b) divide the limit of insurance of the item by the figure determined in step a; and
- 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 of all property to which the limit applies.

H. MISCELLANEOUS TOOLS COVERAGE LIMITATION

If the schedule of insurance shows a limit of insurance on miscellaneous tools, then the following will apply:

If the item exceeds the maximum amount of insurance shown on any one item on the schedule, no coverage will apply to that item unless it is specifically scheduled elsewhere.

I. ADDITIONAL PURCHASED PROPERTY

If during the period of this insurance you purchase additional property of a type already covered by this form, we will cover such property for up to thirty (30) days. The most we will pay in a loss is the lesser of:

1. Twenty-five (25) percent of the total limit of insurance shown in the declaration for all insured property; or
2. \$50,000.

You are required to report such property within thirty (30) days from the date of purchase and to pay any additional premium due. If you do not report such property, coverage will cease automatically thirty (30) days after the date the property is purchased.

J. DEFINITIONS

"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.

"Loss" means accidental loss or damage.

"Any one occurrence" means all loss damage or a sequence of losses or damage, casualties or disasters arising from a single happening or event.

"You and Your" refer to the named insured shown in the declarations page.

"Us, We and Our" refer to the company providing this insurance.

K. GENERAL CONDITIONS

Coverage Territory

The coverage territory is:

- a. The United States of America (including its territories and possessions);
- b. Puerto Rico; and
- c. Canada.

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Rate Information

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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 01/10/2008

Comments:

Attachments:

AR-NAIC Transmittal Document_f_.pdf
Filing Memo _Forms_.pdf

Satisfied -Name: Filing Memo **Review Status:** Approved 01/10/2008

Comments:

Attachment:

Filing Memo _Forms_.pdf

Property & Casualty Transmittal Document

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

3. Group Name	Group NAIC #
ACE INA Companies	626

4. Company Name(s)	Domicile	NAIC #	FEIN #
ACE Property & Casualty Insurance Company	PA	20699	06-0237820

5. Company Tracking Number	08-CIM-2007441
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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
Renice Cox 436 Walnut Street, Philadelphia, Pa 19105	Regulatory Specialist	215.640.4876	215.640.4986	renice.cox@ace-ina.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Renice Cox

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

9. Type of Insurance (TOI)	Inland Marine
10. Sub-Type of Insurance (Sub-TOI)	Inland Marine
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	N/A
12. Company Program Title (Marketing title)	N/A
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: 01/15/2008 Renewal: 01/15/2008

Property & Casualty Transmittal Document---

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

20.	This filing transmittal is part of Company Tracking #	
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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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The purpose of this filing is to introduce the enclosed coverage form and endorsements for use with our new Logging and Lumbering Program.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: EFT Amount: \$50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

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

ACE PROPERTY & CASUALTY INSURANCE COMPANY

LOGGING AND LUMBERING PROGRAM

FORMS - FILING MEMORANDUM

The purpose of this filing is to introduce the enclosed coverage form and endorsements for use with our new Logging and Lumbering Program.

Coverage for the insured's logging and lumbering equipment will be provided via the Commercial Inland Marine Equipment Coverage Form, LOG-23370 along with the Declarations form, LOG-23369 and Equipment Schedule, LOG-23371. If there is a loss payee, then Loss Payable Endorsement, LOG -23372 will be attached to the policy at no additional charge.

We intend to implement these changes to policies effective on or after 01/15/2008 or the earliest permissible date.

ACE PROPERTY & CASUALTY INSURANCE COMPANY

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