

<i>SERFF Tracking Number:</i>	<i>GTWY-125389354</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Gateway Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>FORMS REVISION</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>Commercial Auto</i>		
<i>Project Name/Number:</i>	<i>Forms Revision/Forms Revision</i>		

## Filing at a Glance

Company: Gateway Insurance Company

Product Name: Commercial Auto

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0001 Business Auto

Filing Type: Form

Effective Date Requested (New): 12/17/2007

Effective Date Requested (Renewal): 12/17/2007

State Filing Description:

SERFF Tr Num: GTWY-125389354 State: Arkansas

SERFF Status: Closed

Co Tr Num: FORMS REVISION

Co Status:

Author: Lyn Ward

Date Submitted: 12/17/2007

State Tr Num: EFT \$50

State Status: Fees verified and received

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

Disposition Date: 01/02/2008

Disposition Status: Approved

Effective Date (New): 01/02/2008

Effective Date (Renewal):

01/02/2008

## General Information

Project Name: Forms Revision

Project Number: Forms Revision

Reference Organization: N/A

Reference Title: N/A

Filing Status Changed: 01/02/2008

State Status Changed: 12/19/2007

Corresponding Filing Tracking Number:

Filing Description:

Gateway Insurance Company filed its initial forms filing for a Livery Program in 1991. In February 1995, we filed nine additional endorsements.

In June 2003, we filed to adopt ISO's policy and forms for our trucking program which was APPROVED effective June 30, 2003.

Status of Filing in Domicile: Authorized

Domicile Status Comments:

Reference Number: N/A

Advisory Org. Circular: N/A

Deemer Date:

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In January 2007, I filed to adopt ISO's current policy and forms for all of our commercial auto programs; I also filed to automatically adopt future revisions as ISO obtains approval. At that time, I also filed four independent forms. Approval was granted effective January 22, 2007. I then updated the filing to ensure your records reflected that the current ISO policy, forms and future revisions as well as the four independent forms applied to all of our programs. That filing was approved March 13, 2007.

When I filed to adopt ISO's current policy and forms, I inadvertently failed to indicate that we would continue to use the CA DS 03 10 01 version of the ISO declarations page. This filing corrects that omission.

In addition, Gateway is filing a new Policy Jacket as we have a new President and Corporate Secretary effective December 1, 2007.

Finally, Gateway will be using the independent forms filed back in 1991 on all of our Commercial Auto programs. I have attached a list of the independent forms as well as the forms themselves under the Form Schedule Tab to bring your file up to date.

## Company and Contact

### Filing Contact Information

Lyn Ward,	<a href="mailto:lward@gicauto.com">lward@gicauto.com</a>
1401 S. Brentwood Blvd.	(800) 779-3600 [Phone]
St. Louis, MO 63144	(314) 373-4444[FAX]

### Filing Company Information

Gateway Insurance Company	CoCode: 28339	State of Domicile: Missouri
1401 S. Brentwood Blvd	Group Code:	Company Type:
St. Louis, MO 63144	Group Name:	State ID Number:
(800) 779-3600 ext. 262[Phone]	FEIN Number: 43-0762309	
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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00

*SERFF Tracking Number:* GTWY-125389354      *State:* Arkansas  
*Filing Company:* Gateway Insurance Company      *State Tracking Number:* EFT \$50  
*Company Tracking Number:* FORMS REVISION  
*TOI:* 20.0 Commercial Auto      *Sub-TOI:* 20.0001 Business Auto  
*Product Name:* Commercial Auto  
*Project Name/Number:* Forms Revision/Forms Revision

Retaliatory? No  
Fee Explanation:  
Per Company: No

SERFF Tracking Number: GTWY-125389354 State: Arkansas  
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Company Tracking Number: FORMS REVISION  
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto  
Product Name: Commercial Auto  
Project Name/Number: Forms Revision/Forms Revision

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Gateway Insurance Company	\$50.00	12/17/2007	17140498

SERFF Tracking Number: GTWY-125389354

State: Arkansas

Filing Company: Gateway Insurance Company

State Tracking Number: EFT \$50

Company Tracking Number: FORMS REVISION

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0001 Business Auto

Product Name: Commercial Auto

Project Name/Number: Forms Revision/Forms Revision

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	01/02/2008	01/02/2008

### Amendments

Item	Schedule	Created By	Created On	Date Submitted
POLICY JACKET	Form	Lyn Ward	12/19/2007	12/19/2007

*SERFF Tracking Number:* GTWY-125389354      *State:* Arkansas  
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*TOI:* 20.0 Commercial Auto      *Sub-TOI:* 20.0001 Business Auto  
*Product Name:* Commercial Auto  
*Project Name/Number:* Forms Revision/Forms Revision

## **Disposition**

Disposition Date: 01/02/2008

Effective Date (New): 01/02/2008

Effective Date (Renewal): 01/02/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: GTWY-125389354 State: Arkansas  
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 TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto  
 Product Name: Commercial Auto  
 Project Name/Number: Forms Revision/Forms Revision

Item Type	Item Name	Item Status	Public Access
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Form</b>	EXCESS AUTOMOBILE LIABILITY	Approved	Yes
<b>Form</b>	NOTICE TO POLICYHOLDERS	Approved	Yes
<b>Form</b>	ENDORSEMENT #2	Approved	Yes
<b>Form</b>	SHORT FORM LOSS PAYABLE CLAUSE	Approved	Yes
<b>Form</b>	LIVERY PERMIT FORM A	Approved	Yes
<b>Form</b>	TAXICAB ENDORSEMENT	Approved	Yes
<b>Form</b>	TAXI ASSAULT AND BATTERY ENDORSEMENT	Approved	Yes
<b>Form</b>	EXCLUSION ENDORSEMENT – UNLISTED VEHICLE	Approved	Yes
<b>Form</b>	SCHEDULE OF AUTOMOBILES	Approved	Yes
<b>Form</b>	ADDITION, ELIMINATION OR SUBSTITUTION OF AUTOMOBILES	Approved	Yes
<b>Form</b>	ADDITIONAL INSURED ENDORSEMENT	Approved	Yes
<b>Form</b>	LIMITATION OF USE ENDORSEMENT	Approved	Yes
<b>Form (revised)</b>	POLICY JACKET	Approved	Yes
<b>Form</b>	POLICY JACKET	Approved	Yes
<b>Form</b>	DECLARATIONS PAGE	Approved	Yes
<b>Form</b>	UNREPORTED DRIVER DEDUCTIBLE	Approved	Yes
<b>Form</b>	ABUSE OR MOLESTATION EXCLUSION	Approved	Yes
<b>Form</b>	PUNITIVE DAMAGES EXCLUSION	Approved	Yes
<b>Form</b>	COMMERCIAL AUTO POLICY	Approved	Yes
<b>Form</b>	IMPORTANT POLICYHOLDER INFORMATION	Approved	Yes
<b>Form</b>	ARKANSAS	Approved	Yes

SERFF Tracking Number: GTWY-125389354 State: Arkansas  
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 TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto  
 Product Name: Commercial Auto  
 Project Name/Number: Forms Revision/Forms Revision

**Amendment Letter**

Amendment Date:  
 Submitted Date: 12/19/2007

**Comments:**

I just realized I failed to attach the new Policy Jacket. It is now attached. I apologize for any inconvenience.

**Changed Items:**

**Form Schedule Item Changes:**

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
POLICY JACKET	GI002	12/07	Policy/C overage Form	New			0	Commercial Lines Policy Jacket eff 12-1-2007.pdf

SERFF Tracking Number: GTWY-125389354 State: Arkansas  
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 Project Name/Number: Forms Revision/Forms Revision

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	EXCESS AUTOMOBILE LIABILITY	DECXS	6/1/1994	Policy/CoveNew rage Form		33.90	DECXS.pdf
Approved	NOTICE TO POLICYHOLDER S	END #1	6/1/1994	Disclosure/ New Notice		33.80	END#1.pdf
Approved	ENDORSEMENT #2	END #2	6/94	Endorseme New nt/Amendm ent/Condi tions		38.60	END#2.pdf
Approved	SHORT FORM LOSS PAYABLE CLAUSE	GC2	1/90	Endorseme New nt/Amendm ent/Condi tions		50.70	GC 02.pdf
Approved	LIVERY PERMIT FORM A	GC4	1/90	Endorseme New nt/Amendm ent/Condi tions		25.80	GC 04.pdf
Approved	TAXICAB ENDORSEMENT	GC6B	1/90	Endorseme New nt/Amendm ent/Condi tions		26.30	gc 06b.pdf
Approved	TAXI ASSAULT AND BATTERY ENDORSEMENT	GC7	1/90	Endorseme New nt/Amendm ent/Condi tions		30.90	GC 07.pdf
Approved	EXCLUSION ENDORSEMENT – UNLISTED VEHICLE	GC9		Endorseme New nt/Amendm ent/Condi tions		40.20	GC 09.pdf
Approved	SCHEDULE OF AUTOMOBILES	GC16		Policy/CoveNew rage Form		0.00	GC 16.pdf
Approved	ADDITION,	GS 8	9/87	Endorseme New		27.90	GS8.pdf

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	ELIMINATION OR SUBSTITUTION OF AUTOMOBILES			nt/Amendm ent/Condi ons		
Approved	ADDITIONAL INSURED ENDORSEMENT	AP9000	7/84	Endorseme New nt/Amendm ent/Condi ons	39.50	AP9000.pdf
Approved	LIMITATION OF USE ENDORSEMENT	M - 3976	1/89	Endorseme New nt/Amendm ent/Condi ons	52.00	M-3976.pdf
Approved	POLICY JACKET	GI002	12/07	Policy/CoveNew rage Form	0.00	Commercial Lines Policy Jacket eff 12-1- 2007.pdf
Approved	DECLARATIONS PAGE	CA DS 03 10 01		Declaration Replaced s/Schedule	Replaced Form #:0.00 CA DS 03 03 06 Previous Filing #: AR Filing 2007	CA DS 03 10 01 - Commercial Auto Declarations (ISO).doc
Approved	UNREPORTED DRIVER DEDUCTIBLE	GC 19	11 00	Endorseme New nt/Amendm ent/Condi ons	26.90	GC 19 Unreported Driver Deductible.p df
Approved	ABUSE OR MOLESTATION EXCLUSION	GC 023	06 06	Endorseme New nt/Amendm ent/Condi ons	55.30	GC 023 MOLESTATI ON EXCL.pdf
Approved	PUNITIVE DAMAGES EXCLUSION	GC 024 AR	0306	Endorseme New nt/Amendm ent/Condi ons	25.40	GC 024 AR PUNITIVE DAMAGES EXCL.doc
Approved	COMMERCIAL	PAP111	1/90	Endorseme New	40.60	PAP111

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	AUTO POLICY		nt/Amendm ent/Condi ons		Driver Exclusion Endorsemen t - CA.pdf
Approved	IMPORTANT POLICYHOLDER 202 INFORMATION	GCUARK	Disclosure/ New Notice	0.00	GCU- ARK202.pdf
Approved	ARKANSAS	GCUARK 11/90 203	Disclosure/ New Notice	0.00	GCU- ARK203.pdf



***EXCESS AUTOMOBILE  
LIABILITY***

***INSURANCE COVERAGE***

GATEWAY INSURANCE COMPANY  
1401 S. BRENTWOOD BLVD SUITE 1000  
ST. LOUIS, MO 63144

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# GATEWAY INSURANCE COMPANY

DECLARATIONS

POLICY #

ISSUE DATE

ITEM 1. Named Insured and Address: (No., Street, City, State, Zip Code)

ITEM 2. Policy Period:

From

To

12:01 A.M. Standard time at the address of the Named Insured as stated herein.

COVERAGE: EXCESS AUTOMOBILE LIABILITY AND PROPERTY DAMAGE

ITEM 3. Retained Limit:

Bodily Injury & Property Damage combined \$ \_\_\_\_\_ "Each Accident"

ITEM 4. Limit(s) of Insurance.

Hereunder:

\$ \_\_\_\_\_ Bodily Injury & Property Damage Combined Per Accident in Excess of The Limits Expressed in Item No. 3 above.

ITEM 5. Estimated Annual Premium \$ \_\_\_\_\_ adjustable at

NO. OF UNITS  
AT INCEPTION

\$ \_\_\_\_\_ Per \_\_\_\_\_ unit or per \_\_\_\_\_ permit and

\_\_\_\_\_

\$ \_\_\_\_\_ Per Non-Taxi auto

\_\_\_\_\_

\$ \_\_\_\_\_ Per Scheduled auto

ITEM 6. Deposit

\$ \_\_\_\_\_

ITEM 7. Installments Amount

\$ \_\_\_\_\_ Due on \_\_\_\_\_,

\_\_\_\_\_,  
\_\_\_\_\_

\_\_\_\_\_

ITEM 8. Report of Claims and

Change in Equipment to:

GATEWAY INSURANCE COMPANY  
1401 S. BRENTWOOD BLVD STE 1000  
ST. LOUIS, MO 63144

Forms and Endorsements Contained in This Policy At Its Inception:

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BY \_\_\_\_\_

DEC/XSEd. 6/1/94

## EXCESS AUTOMOBILE LIABILITY INSURANCE COVERAGE

The Company agrees with the Named Insured named in the Declaration made a part thereof, in consideration of the payment of the premium and subject to all of the terms and conditions of this policy as follows:

### SECTION I

Application of Policy. This Policy applies to:

- Coverage A. **Bodily Injury Liability - loss** sustained by the **Insured** in excess of the "**Retained Limit**" on account of liability imposed upon the Insured by law for damages, including damages for care and loss of services, on account of **bodily injury**, sickness or disease, including death at any time resulting therefrom, sustained by any person, caused by accident and arising out of the ownership, maintenance or use of any **covered automobile**.
- Coverage B. **Property Damage Liability - loss** sustained by the **Insured** in excess of the "**Retained Limit**" on account of Liability imposed upon the **Insured** by law for damages because of injury to or destruction of property, including loss of use thereof, caused by a accident and arising out of the ownership, maintenance or use of any **covered automobile**.

This policy applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

### SECTION II

Indemnity Provisions.

As respects each accident the company hereby agrees to indemnify the Insured for loss in excess of the "**Retained Limit**" stated in the Declarations subject to the limit of liability stated in Declarations provided that:

- (1) the limit of liability stated in the Declarations as applicable to each accident is the total limit of the **Company's** liability for loss (including **Claim Expenses**) arising as the result of any one accident.
- (2) In the event Uninsured Motorists coverage is provided under this policy by the appropriate Uninsured Motorist and (if applicable) Underinsured Motorist endorsement with such limit of coverage being a part of, and not in addition to, the limit of insurance shown under Item 4 of the Declaration page. Stacking of limits is not provided and all payments for Uninsured Motorist/Underinsured Motorist Coverage shall be limited to a single limit per accident, as shown on the Uninsured/Underinsured Motorist Endorsement.

### SECTION III

Definitions. Whenever used in this policy:

- (a) **Loss.** The Term "**loss**" shall mean only such amounts in excess of the "**Retained Limit**" that the **Insured** shall become legally obligated to pay as damages which are within the coverage provided by the policy and payable by the **Company** in settlement of claims or in satisfaction of judgments; but the term **loss** shall not include **claim expenses** nor interest accruing on a judgment after its entry (except as otherwise specifically provided hereinafter), unless the judgment or settlement against the **Insured** exceeds the "**Retained Limit**" in which case the **Company** will reimburse the **Insured** for **claim expenses** incurred in proportion to the **Company's** share of the judgment of settlement.
- (1) In the event the **Insured** pays the "**Retained Limit**" to the **Company**, claims and legal expenses shall be pro-rated in proportion to the amount paid by the **Insured** and **Company** in settlement or final judgment. The "**Retained Limit**" in such cases shall be increased by the Pro-rata amount of claims and legal expenses due from the **Insured**. In cases where the "**Retained Limit**" is paid, the **Company** shall have the sole right of determination as to whether or not the case should be settled or defended and/or appealed. In all cases wherein the total amount paid to **Claimant(s)** by reason of a single accident exceeds the "**Retained Limit**" the total expense of investigation, adjustment, appraisal, interest, defense costs, and cost of appeal (if any) shall be pro-rated between the **Company** and the **Insured** in proportion to the total amount paid in settlement or final judgment. The **Insured** shall be responsible for all claims and legal expense incurred in cases wherein settlement(s) or judgment(s) do not exceed the stated "**Retained Limit**".
- (B) **RETAINED LIMIT**
- (1) The amount stated in Item 3 of the Declarations is the retained limit.
  - (2) The insurance afforded by this Policy applies only to the amount of loss in excess of the "**Retained Limit.**" "**Retained Limit**" does not include claim expenses.
  - (3) Any amounts that are actually paid by the **Insured** in satisfaction of no-fault benefits, exclusive of claim expenses, shall be a part of the "**Retained Limit.**"
  - (4) In no event, will the insurance afforded by this Policy drop down to satisfy or replace any amount that is wholly or partially within the **Insured's** "**Retained Limit.**"

- (C) Claim Expenses. The term “**claim expenses**” shall mean court costs, interest upon judgments, and investigation, adjustment and legal expenses of the **Company** and the **Named Insured**. This does not include salaries of company employees or claim adjusting services retained by the **Named Insured**.
- (D) Each of the following is an Insured under this insurance to the extent set forth herein:
- (1) The **Named Insured**;
  - (2) any partner or executive thereof, but with respect to a non-owned automobile only while such automobile is being used in the business of the **Named Insured**.
  - (3) any other person while operating or using an insured vehicle with the actual permission of the **Named Insured**, providing that the operation or use thereof as a public auto in the furtherance of the business of the **Named Insured**.
- (E) None of the following is an insured:
- (1) any person while employed in or otherwise engaged in duties in connection with an **automobile business**, other than an **automobile business** operated by the **Named Insured**.
  - (2) any independent operator or lessee, while operating or using a motor vehicle for any purpose other than as a public vehicle for hire in the business of the **Named Insured**.
- (F) When used in reference to this policy (including endorsements forming a part of the policy)”
- (1) “**covered automobile**” means any owned, hired, or leased automobile operated by or on behalf of the **Named Insured**;
  - (2) “**automobile business**” means the business or occupation of selling, repairing, servicing, storing or parking automobiles;
  - (3) “**private passenger automobile**” means a four-wheel private passenger or station wagon type automobile;
  - (4) “**trailer**” includes semi-trailer, but does not include **mobile equipment**;
  - (5) “**mobile equipment**” means any non-licensed land vehicle.
  - (6) “**non-taxi auto**” means any automobile that is not used as a taxicab;
  - (7) “**Independent operator**” means any person or entity operating a private passenger automobile, owned by such person or entity and while being operated in the business of the **Named Insured**.
  - (8) “**lessee**” means any person or entity operating a private passenger automobile under a written lease agreement (on file with the **Named Insured**) while such automobile is being operated in the business of the Insured.

#### SECTION IV

**Exclusion.** This policy shall not apply:

- (A) to liability assumed by the **Insured** under any contract or agreement;
- (B) under Coverage A, to any obligation for which any **Insured** or any carrier as his insurer may be held liable under any worker’s compensation, unemployment compensation or disability benefits law, or under any similar law;
- (C) under Coverage A, to **bodily injury** or to sickness, disease or death of any employee of any **Insured** arising out of and in the course of his employment by any **Insured**;
- (D) under Coverage B, to injury to or destruction of property owned by, rented to, in charge of or transported by the **Insured**, but this exclusion does not apply to the property of the **Insured’s** passengers while such property is in or upon the **covered automobile**;
- (E) to claims for indemnification for punitive or exemplary damages. If suit is brought against the **Insured** for claims falling within the coverage provided under this policy, seeking both compensatory and punitive or exemplary damages then the **Company** shall not have an obligation to pay for any cost or damages attributable to punitive or exemplary damages. However, this exclusion shall not apply in any state where such exclusion is expressly prohibited by state law;
- (F) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or any act or condition incident to any of the foregoing;
- (G) to **bodily injury** or **property damage** arising out 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 unto or upon land, the atmosphere or any watercourse or body of water;
- (H) to any claim or benefits arising from any State’s Uninsured or Underinsured Motorist Laws, unless so endorsed hereon; this exclusion shall not apply to any fare-paying passenger of a public vehicle operated by the named insured, but any loss falling under this provision shall be limited to the limits set forth under Item 4 of the Declaration Page.
- (I) to any liability arising out of the use of any **trailer** or **mobile equipment** unless specifically endorsed hereon;
- (J) to any liability arising out of deliberate or criminal acts of any **Insured**.

- (K) Coverage is specifically excluded for libel, slander, wrongful eviction, ejection, false arrest, violation of the right of privacy, or any other non-physical harm.
- (L) Coverage is specifically excluded for any independent operators or lessees vehicle while off duty and/or not operating in the furtherance of the business of the named insured.

## SECTION V

Notice and Cooperation, Required as a condition of coverage.

- A) The Insured shall give written notice to the Company or its authorized or appointed representative, GATEWAY INSURANCE COMPANY, 52 MARYLAND PLAZA, ST. LOUIS, MO, 63108, as soon as reasonably practicable, and in no event more than thirty (30) days following any accident or incident of which the Insured has knowledge involving any of the following:
  - 1) Paraplegic or quadriplegic injury (any residual paralysis);
  - 2) Fatalities;
  - 3) Amputation of any part of the body;
  - 4) Multiple fractures;
  - 5) Severe internal injuries;
  - 6) Any fracture with moderate to high disability;
  - 7) Burn cases;
  - 8) Cosmetic deformities;
  - 9) Brain damage;
  - 10) Loss of eyesight (even partial)
  - 11) Any claim or claims in which the **insured's** evaluation or reserve is as much as or more than 25% of the "**Retained Limit**";
  - 12) Any lawsuit where the prayer of the complaint is equal to or exceeds the "**retained Limit.**"
    - a) Failure to report any loss falling under (1) through (12) above within twelve (12) months or 365 days shall cause the "**Retained Limit**", applying only to the unreported loss, to increase by 100% from that amount shown in Item 3 of the Declarations Page.
    - b) Failure to report any loss until after a jury award has been made shall cause the "**Retained Limit**", applying only to the unreported loss, to increase 400% from that amount shown in Item 3 of the Declarations Page.
- B) The written notice required herein shall contain all information reasonably available regarding the accidents, circumstances or losses including the names of **Insureds**; names of persons injured or claiming injury, with their addresses, if available; the time, date and place of the accident; the circumstances of the accident together with the names and addresses of all known witnesses.
- C) The Insured shall maintain a daily log of all claims and shall also provide the **Company** or its authorized representative with quarterly reports of all claims and incidents occurring within the "**Retained Limit**" including a description of each claim and amounts paid and/or reserved. Each report is to be submitted within thirty (30) days following the end of each ninety (90) day period beginning with the inception date of the policy and it shall include the current status of all **Bodily Injury** claims previously reported as open. the **Insured** shall submit full information, as requested from injury date. This report shall contain the **Insured's** own attorney's estimate of the reserve, as well as a brief review of the **Insured's** liability for this claim.
- D) Every **Insured** under this policy shall fully cooperate with the **Company** or its representative in the investigation and defense of any claim or suit for which the said **Insured** claims coverage hereunder, including but not limited to his or her personal attendance at deposition, hearings, or trial, when requested.
- E) The notice, reporting and cooperation requirements herein are a condition precedent to the liability of the **company** Hereunder.
- F) In the event this policy is terminated or canceled for any reason, the **Insured** shall report to the **Company** any **bodily injury** claim that has not been settled. Failure to report any **bodily injury** claim on which the **Insured** has knowledge within three (3) months of cancellation date shall cause the "**Retained Limit**", applying only to the unreported loss, to increase by 100% from that shown in Item 3 of the Declaration Page.
- G) The **Insured**, subject to the conditions herein, shall be responsible for the investigation, settlement or defense of any claim made, or suit brought, or proceeding instituted against the **Insured**, and shall furnish to the **Company** all copies of summons and pleading filed in each suit, and a complete investigation report of each claim or suit which is likely to involve liability of the **company** hereunder, Settlement in excess of the "**Retained Limit**" may not be made without the written approval of the **Company**.

## SECTION VI

### Administration of **Claims**.

The **Named Insured** warrants they have either a full-time Claims Department or have contracted with a reputable claims handling firm for the handling of all claims. The **Named Insured** further warrants they have a working relationship with a reputable attorney for handling the defense of all claims.

In all cases wherein suit is filed against an **Insured** who is not the **Named Insured**, the **Named insured** shall be responsible for the defense of such **Insured**, the same as if the named Insured were the defendant in such suit.

If the Company deems it desirable to employ counsel to represent the **Insured** and the **Company** irrespective of the amount of any claim in excess of the "**Retained Limit**", the **Company** will compensate such counsel and will pay such claim expense as may be incurred by the **Company** as result of retaining such counsel. In the event that the **Company** reasonably determines that such claim will exceed the "**Retained Limit**", the **company** reserves the right to contact the **Claimant(s)** and/or their attorney(s) directly and negotiate on behalf of the **company** final settlement of all damages. In the event the **Claimant(s)** settlement demand is in excess of the "**Retained Limit**", the payment which would result in the full and final disposition of the claim or suit, and such settlement demand is acceptable to either (1) the **Insured**, or (2) the **Company** (but not both), then with regard to that claim or suit:

- A) If such settlement demand is not acceptable to the **Company** and the **Insured** tenders his "**Retained Limit**" in cash to the **company**, the following shall apply:  
If the **Insured** tenders and pays his "**Retained Limit**" to the **Company**, Section III (A) (1) shall be in effect. The **Company** shall then pay, on the behalf of the **Insured**, all sums which the Insured is or becomes legally obligated to pay as damages, including the "**Retained Limit**." However, in no event shall the **Company's** liability, including the **Company's** share of the cost of investigation, adjustment, appraisal, interest, defense, and appeal exceed the limit of liability stated in the **Declarations**, as applicable to each accident.
- B) If such settlement demand is not acceptable to the **Insured**, and the amount demanded in settlement is in excess of the **Insured's** "**retained Limit**" the **Company** shall have the right to discharge its liability on account of such claim or suit by paying to the **Insured or Claimant(s)** the difference between the amount demanded in settlement (or the limit of liability of this policy as specified in the Declarations, whichever is less) and the applicable amount of the "**Retained Limit**" stated in the **Declarations**. The **company's** agreement to indemnify the Insured for the ultimate net **Loss** hereunder shall then be discharged and terminated, and the **company** shall have no further obligations with respect thereto.
- C) **Company's** liability shall be limited to that amount in excess of the "**Retained Limit**" and shall not drop-down to satisfy or replace any amount that is wholly or partially within **Insured's** "**Retained Limit**".
- D) In the event any **Insured or Named Insured** is unable, refuses, or otherwise fails to pay his "**Retained Limit**" upon demand, or fails to defend any legal action or suit shall cause the "**retained Limit**" applying only to such loss or suit to increase by 100% from that shown in Item No. 3 of the **Declarations** Page.

When a lawsuit has proceeded to trial court judgment and neither the **Insured** nor the **Company** has invoked the provisions of (A) or (B) of the above condition and the Insured elects not to appeal a judgment in excess of his "**Retained Limit**" the **Company** may elect to do so at its own expense, but in no event shall the **Company's** liability for ultimate net loss exceed the applicable amount specified in the limits of liability section of the **Declarations**, plus all defense costs necessary and incident to such appeal. The **company** shall pay its share of interest accruing on the judgment after its entry in a ratio which its proportion of the liability for the judgment rendered bears to the entire amount of said judgment.

## SECTION VII

Reporting of **Covered Auto**. It is a condition of coverage hereunder that:

- A) Prior to three (3) days of the inception of this Policy, the **Named Insured** shall furnish to the authorized representative named in Item 8 of the Declarations a complete schedule of all autos to be covered under this policy. Any auto with a passenger capacity in excess of five (5) shall be so identified with the maximum passenger capacity.
- B) unless the "Permit" block of Item 5 of the Declarations is "X"ed, the **Named Insured** shall report to the underwriting manager named in item 8 of the Declarations any newly acquired auto(s) within ten (10) working days after acquisition. Deleted auto(s) should be reported within thirty (30) days or no credit will be allowed. Replacement automobiles, where a new unit is added and an old unit is deleted, shall be reported at the close of each month to the **Company**.

## SECTION VIII

### Authorization Clause:

By acceptance of this policy, the **Named Insured** named in Item 1 of the Declaration Page, agrees to act on behalf of all Insureds with respect to giving and receiving of notice of claim or cancellation, the payment of premiums and the receiving of any return premiums that may become due under the policy, the acceptance of any endorsements issued to form a part hereof of this policy. The Insureds agree that such Named Insured shall act in their behalf.

## GENERAL CONDITIONS

1. **PREMIUM:** Upon delivery and acceptance of this policy, the **Insured** shall pay to the **Company** the deposit premium specified in the schedule, which deposit premium shall be held for the **Insured's** account and shall be allowed as a credit against earned premium.

Earned premium shall be determined as provided in the Declarations, except that: (a) if the **Company** cancels this policy, earned premium shall not be less than the pro rata portion of the annual premium specified in the Declarations and (b) if the Insured cancels the policy, earned premium shall be determined in accordance with the customary short rate table and procedure.

Upon termination or cancellation of this policy, the **Insured** shall pay to the **Company** the excess of the earned premium over the premium previously paid. In case the paid premium exceeds the earned premium, the **company** shall return to the **Insured** the amount of such excess.

2. **INSPECTION:** The books and records of the **Insured** and the books and records of all agents and representatives of the **Insured** shall be open to the **company** and its representatives at all times during usual business hours for inspection of records.
3. **OTHER INSURANCE:** Of, but for the insurance afforded by this policy, the **Insured** would have other insurance against a loss otherwise covered hereby, the insurance afforded by this policy shall be excess over such other insurance.
4. **SUBROGATION AND OTHER RECOVERIES:** In the event of any payment under this policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery therefor to the extent paid by the **Company** against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever necessary to secure such rights. The **Insured** shall do nothing after injury and destruction to prejudice such rights.

It is further agreed that this **Company** shall act in concert with all other interests concerned, including the **Insured**, in the enforcement of any subrogation rights or in the recovery of amounts by any other means. The apportioning of any amounts so recovered shall follow the principle that any interest, including the **Insured**, that shall have paid an amount over and above any payment under this policy shall first be reimbursed up to the amount paid by such interest; this **Company** shall then be reimbursed out of any balance then remaining up to the amounts paid as the result of **loss** and ultimate net **loss** covered under this policy; and, lastly, the interest, including the **Insured**, of whom this insurance is in excess are entitled to claim recovery of any such amounts, shall be in the ratio of the respective amounts recovered.

5. **NOTIFICATION:** All notices or communications concerning this Policy shall be addressed to:

GATEWAY INSURANCE COMPANY  
52 MARYLAND PLAZA  
ST. LOUIS, MO 63108

6. **MISREPRESENTATION AND FRAUD:** This Policy shall be void if the **Insured** has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the **Insured** touching any matter relating to this insurance of the subject thereof, whether before or after a loss. The issuance of the Policy is based upon the representations and information made in the application submitted for the coverage contained in this Policy and such representations and information are material.

7. **CANCELLATION:** This Policy may be canceled by the **Insured** by surrender thereof to the **Company** or any of its authorized representatives or by mailing to the **Company** written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the **Company** by mailing to the **Insured** at the address shown in this policy written notice stating when not less than 30 days (10 days for non-payment of premium) thereafter such cancellation shall be effective. The mailing of the notice aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice by either the Insured or by the **Company** shall be equivalent to mailing. If this policy is canceled by the **Insured**, the earned premium under this policy shall be calculated on a pro-rata basis in the event cancellation is requested by the **Company**. Cancellation by the **Company** for the non-payment of premium shall be construed to be a request for cancellation by the Insured and the earned premium shall be calculated on short rate basis.
8. **BANKRUPTCY AND DROP-DOWN PROVISIONS:** In the event the **Named Insured** or an underlying Insurance carrier becomes bankrupt or insolvent, this Policy **will not** drop-down to pay any amount within the "**Retained limit**" that is shown in Item 3 of the Declarations, and the **company** will not be liable under this Policy to any greater extent than they would have been liable, had the **named insured** or an underlying insurance carrier not become bankrupt or insolvent.

The bankruptcy or insolvency of the **Named Insured** or underlying Insurance carrier will not relieve the **Company** of any or its obligations under this Policy.

9. **NUCLEAR EXCLUSION CLAUSE:** The **Company** shall not be liable for loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against this policy.

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In Witness Whereof, Gateway Insurance Company has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the company.

Secretary

President

## NOTICE TO POLICY HOLDER

THE ATTACHED INSURANCE POLICY CONTAINS CONDITIONS AND EXCLUSIONS WHICH REQUIRE ACTION ON YOUR PART.

**Section III (E) (2)** specifically states that an independent operator or lessee is not an insured under the policy while off-duty. A new exclusion, **Section IV (L)**, excludes coverage for any insured, including the named insured, while any independent operator or lessee's vehicle is off-duty and/or not operating in the furtherance of the business of the named insured.

If Uninsured Motorist/Underinsured Motorist Coverage is provided under this policy, the limit provided is a part of, and not in addition to, the limit shown under **Item 4** of the **Declaration Page**.

**Section V** and **Section VI** contains specific claim reporting requirements. Failure to meet these requirements may result in no coverage under this policy, or may cause your "**Retained Limit**" to increase from **100 %** to as much as **400 %**.

**Section VII** contains specific auto reporting requirements. Failure to meet these requirements will result in no coverage under this Policy. The Company must have in its Possession at all times a complete listing of all units, which includes year, make and vehicle identification number. changes in vehicle(s) by unit number does not meet this requirement.

The Attached Policy departs substantially from standard Auto Policies in that **defense costs** are included within the Limit of Liability, **NOT** in addition to it.

This notice merely highlights certain Policy provisions. The Policy itself will control in all cases. Please read your policy.

6/1/94

## ENDORSEMENT # 1

In consideration of the premium charged, it is hereby understood and agreed that Uninsured Motorist coverage is provided under this policy for limits of \$\_\_\_\_\_ Bodily Injury each accident and \$\_\_\_\_\_ on Property Damage.

The **Retained Limit of \_\_\_\_\_ shall apply to the total limits stated above; therefore providing net limits as follows:**

\$\_\_\_\_\_ - Bodily Injury per Person

\$\_\_\_\_\_ - Per Accident - Bodily Injury

\$\_\_\_\_\_ - Property Damage

All other terms and conditions remain unchanged.

### **Attached To and Forming a Part Of:**

Policy # \_\_\_\_\_

Named Insured \_\_\_\_\_

Effective: \_\_\_\_\_

Endorsement Issued \_\_\_\_\_

6/1/94

## ENDORSEMENT # 2

It is warranted that the attached schedule of equipment represents all units owned and/or operated and furnished to the Company for the renewal of this policy.

Any additional units added during the policy year will be reported under the reporting clause of Section VII (B) of the policy. Any replacement units will be reported monthly to the Company.

All other terms and conditions remain unchanged.

**in Kansas, change warranted to declared.....in  
the first sentence  
also in ALASKA & FLORIDA if accepted in filing.**

Attached To and Forming a Part Of:

Policy # \_\_\_\_\_

Named Insured \_\_\_\_\_

Effective: \_\_\_\_\_

Endorsement Issued \_\_\_\_\_

**NOT VALID UNLESS COUNTERSIGNED BY A DULY AUTHORIZED AGENT OF THE  
COMPANY**

**ENDORSEMENT**

**SHORT FORM LOSS PAYABLE CLAUSE**

It is understood and agreed that Loss, if any, hereafter, shall be payable to the named  
assured and

<<LOSS-PAYEE>>  
<<LOSS-ADDRESS>>  
<<LOSS-CITY>> <<LOSS-STATE>> <<LOSS-ZIP>>

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms,  
conditions, agreements or declarations of the undermentioned policy other than as above  
stated.

This endorsement shall take effect <<EFFECTIVE-DATE>> and shall terminate  
simultaneously

with said policy.

This endorsement forms a part of policy no. CAP <<POLICY-NUMBER>>  
issued to <<COMPANY-NAME>>.

\_\_\_\_\_  
Authorized Agent

ENDORSEMENT

LIVERY PERMIT FORM A

ATTACHED TO AND FORMING PART OF POLICY NUMBER CAP<<POLICY-NUMBER>> AT ITS AGENCY LOCATED St. Louis, MO, ISSUED <<COMPANY-NAME>> IN CONSIDERATION OF PREMIUM CHARGED, PERMISSION IS GRANTED FOR THE AUTOMOBILE DESCRIBED IN THE POLICY DESIGNATED ABOVE TO BE USED AS A PUBLIC OR LIVERY CONVEYANCE OR FOR CARRYING PERSONS FOR A CHARGE BUT ONLY WHILE BEING OPERATED BY THE INSURED AS CHAUFFEUR.

THIS ENDORSEMENT IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICY WHICH ARE NOT INCONSISTENT HEREWITH.

BY: \_\_\_\_\_  
Authorized Representative

TAXICAB ENDORSEMENT

Exclusions

1. The Insurance afforded hereunder with respect to personal, pleasure, family or business (other than Taxicab business) use of the automobile does not apply to any person and the definition of insured is hereby amended accordingly.

All other terms and conditions remain unchanged.

This endorsement when countersigned by an authorized agent of the company, and

Attached to Policy Number CAP <<POLICY-NUMBER>> insurance company, issued to, <<COMPANY-NAME>> shall form a part of said policy.

Countersigned at St. Louis, Missouri on

<<EFFECTIVE-DATE>>.

\_\_\_\_\_  
AGENT

TAXI ASSAULT AND BATTERY ENDORSEMENT

In consideration of the premium for which this policy is written, it is agreed that no coverage is provided by the policy for assault and battery.

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or declarations of the under mentioned policy other than as above stated.

This endorsement forms a part of policy no. CAP<<POLICY-NUMBER>> by GATEWAY INSURANCE COMPANY.

COUNTERSIGNED AT ST. LOUIS, MO on <<EFFECTIVE-DATE>>.

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Authorized Agent

**THIS ENDORSEMENT RESTRICTS COVERAGE. PLEASE READ IT CAREFULLY**

**EXCLUSION ENDORSEMENT – UNLISTED VEHICLE**

This endorsement is effective on the inception date of the policy unless another date is indicated below.

<b>Endorsement Effective</b>	<b>Policy Number CAP &lt;&lt;POLICY-NUMBER&gt;&gt;</b>
<b>Named Insured</b> <<COMPANY-NAME>>	

**UNLISTED VEHICLE EXCLUSION**

It is understood and agreed that coverage is afforded only to the vehicles listed and accepted by the Company. No coverage will be afforded prior to that date. It is entirely the Named Insured's responsibility to maintain a current list of vehicles with the Company at all times to ensure coverage is not voided.

Named Insured's Signature

\_\_\_\_\_

As witness their signature above, the Named Insured has read and understands the terms and conditions of this Exclusion Endorsement and agrees to abide by them at all times to ensure coverage under this policy is not voided.

**SCHEDULE OF AUTOMOBILES**  
**AS OF <<PRINT\_DATE>>, FORMS A PART OF CAP<<POLICY\_NUMBER>>**

**INSURED:** <<INSURED\_NAME>>

CAR#		Ins. Veh #	END DATE	MOD YR	CAR DESC	VIN#	VALUE	PREMIUM
<<CAR_NUMBER>>	<<ADD-DELETE>>	<<INS_VEHICLE_NUM>>	<<END_DATE>>	<<MODEL_YEAR>>	<<CAR_DESC>>	<<VIN>>	<<VALUE>>	<<PREMIUM>>

<<BROKER\_NUMBER>>

<<BROKER\_NAME>>

### ADDITION, ELIMINATION OR SUBSTITUTION OF AUTOMOBILES

In consideration of the premium adjusted herein specified it is agreed that as of the effective date hereof the policy is hereby amended in the following particulars:

#### DIVISION I

##### Automobile Added

To afford insurance with respect to the automobile described in this Division, subjected to all terms of the policy except as specifically amended herein:  
Description of the automobile and facts respecting its purchased by the insured:

Year of Model	Trade Name	Model	Serial Number	Body Type; Truck Size; Tank Gallonage Capacity; or Bus Seating Capacity
<<VEHICLE_YEAR_AD D>>	<<TRADE_NAME_ADD>>		<<VEHICLE_VIN_ADD>>	

The automobile will be principally garaged in the Town, County and State shown in the address of the insured in the policy, unless otherwise specified herein.

The purpose for which the automobile is to be used are \_\_\_\_\_

All Endorsements attached to this policy are applicable to this endorsement. Any loss under coverage of comprehensive, collision of upset, fire, theft, windstorm and combined additional coverage is payable as interest may appear to the named insured and <<LOSS\_PAYEE>>

<<LOSS\_PAYEE\_ADDRESS>>

<<LOSS\_PAYEE\_CITY>> <<LOSS\_PAYEE\_STATE>>

<<LOSS\_PAYEE\_ZIP>>

#### DIVISION II

##### Automobile Eliminated

To discontinue insurance with respect to the automobile described in this Division:

Year of Model	Trade Name	Model	Serial Number	Body Type; Truck Size; Tank Gallonage Capacity; or Bus Seating Capacity
<<VEHICLE_YEAR_DEL >>	<<TRADE_NAME_DEL>>		<<VEHICLE_VIN_DEL>>	

#### DIVISION III

The insurance afforded of the added automobile is only with respect to such and so many of the following coverage as are indicated by an additional or return premium or the words "no charge" in the premium column. The limit of the company's liability against each such coverage shall be as stated herein subject to all the terms of this policy having reference thereto:

COVERAGES	LIMITS OF LIABILITY	PREMIUMS	
		Additional	Return
A. Bodily Injury Liability	\$ <<BI_LIABILITY1>> each person \$ <<BI_LIABILITY2>> each accident	<<BI_LIABILITY_ADD>>	<<BI_LIABILITY_RETURN>>
B. Property Damage Liability	\$ <<PD_LIABILITY>> each person	<<PD_LIABILITY_ADD>>	<<PD_LIABILITY_RETURN>>
C. Automobile Medical Payments	\$ <<MEDICAL>> each person	<<MEDICAL_ADD>>	<<MEDICAL_RETURN>>
D. Uninsured Motorist	\$ <<UMBI_1>> each person \$ <<UMBI_2>> each accident	<<UMBI_ADD>>	<<UMBI_RETURN>>
E. Underinsured Motorist	\$ <<UM>> each person	<<UM_ADD>>	<<UM_RETURN>>
F. Comprehensive (Loss of or damage to the automobile, except by Collision or Upset; but including Fire, Theft and Windstorm)	\$ <<COMP_LIMIT>>	<<PHYS_DAM_COMP_ADD>>	<<PHYS_DAM_COMP_RETURN>>
G. Collision or Upset	actual cash value less \$ <<COLL_LIMIT>> deductible	<<PHYS_DAM_COLL_ADD>>	<<PHYS_DAM_COLL_RETURN>>
H. Personal Injury protection	<<PIP>>	<<PIP_ADD>>	<<PIP_RETURN>>
I. Other	<<UMPD>>	<<UMPD_ADD>>	<<UMPD_RETURN>>
Net Additional or Return Premium		<<TOTAL_ADD>>	<<TOTAL_RETURN>>

NOTE: If automobile is eliminated and no automobile is substituted therefore in Division I, return premiums for the automobile eliminated are to be stated in the premiums column.

This endorsement forms a part of policy No. <<POLICY\_NUMBER>> issued to <<COMPANY\_NAME>> by Factor <<PRO\_FACTOR>>

GATEWAY INSURANCE CO., ST. LOUIS, MO. and is effective from <<EFFECTIVE\_DATE>> (12:01 A.M. Standard Time)

By \_\_\_\_\_ Countersigned at ST. LOUIS, MISSOURI

(Duly Authorized Representative)

GS8 (9/87)

9000 (Ed. 7-84)

## **ADDITIONAL INSURED ENDORSEMENT**

LIABILITY INSURANCE AND AUTO MEDICAL PAYMENTS INSURANCE are changed as follows:

WHO IS INSURED is changed to include as an **insured** each interest named below but only with respect to the coverage afforded. The inclusion of additional interest or interests shall not operate to increase the limits of **our** liability.

### **Additional Interest**

### **ADDITIONAL INSURED INFORMATION**

**LIMITATION OF USE ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
TRUCKERS COVERAGE FORM**

It is agreed that no coverage shall be provided under this policy at any time during which your covered auto is more than \_\_\_\_\_ miles from where the covered auto is principally garaged, as shown on this policy.

All other terms, conditions and agreements of the policy shall remain unchanged.

Company Name:	Policy Number: CAP <<POLICY-NUMBER>>
GATEWAY INSURANCE COMPANY	Endorsement Effective:
Named Insured: <<COMPANY-NAME>>	Countersigned by:

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy)



## COMMERCIAL LINES POLICY

**THIS POLICY CONSISTS OF:**

- DECLARATIONS
- COMMON POLICY CONDITIONS
- ONE OR MORE COVERAGE PARTS. A COVERAGE PART CONSISTS OF:
  - ONE OR MORE COVERAGE FORMS
  - APPLICABLE FORMS AND ENDORSEMENTS

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. INSPECTIONS AND SURVEYS

1. We have the right to:

- a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
    - a. Are safe or healthful; or
    - b. Comply with laws, regulations, codes or standards.
  3. Paragraphs 1 and 2 of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
  4. Paragraph 2 of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

IL 00 17 11 89

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

 Secretary

 President



POLICY NUMBER: \_\_\_\_\_

**ITEM TWO**

**SCHEDULE OF COVERAGES AND COVERED AUTOS**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form shows which autos are covered autos.)	LIMIT  THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY		\$	\$
PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage)		SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS \$ DED.	\$
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-fault Coverage)		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT.	\$
PROPERTY PROTECTION INSURANCE (Michigan only)		SEPARATELY STATED IN THE P.P.I. ENDORSEMENT MINUS \$ DED. FOR EACH ACCIDENT.	\$
AUTO MEDICAL PAYMENTS		\$	\$
UNINSURED MOTORISTS		\$	\$
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)		\$	\$
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. See ITEM FOUR For Hired Or Borrowed "Autos".	\$
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See ITEM FOUR For Hired Or Borrowed "Autos".	\$
PHYSICAL DAMAGE COLLISION COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO. See ITEM FOUR For Hired Or Borrowed "Autos".	\$
PHYSICAL DAMAGE TOWING AND LABOR		\$ For Each Disablement Of A Private Passenger "Auto".	\$
			\$
<b>PREMIUM FOR ENDORSEMENTS</b>			<b>\$</b>
<b>*ESTIMATED TOTAL PREMIUM</b>			<b>\$</b>

\*This policy may be subject to final audit.

POLICY NUMBER: \_\_\_\_\_

**ITEM THREE  
SCHEDULE OF COVERED AUTOS YOU OWN**

Covered Auto No.	DESCRIPTION				PURCHASED			TERRITORY
	Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)				Original Cost New	Actual Cost & NEW (N) USED (U)		Town & State Where The Covered Auto Will Be Principally Garaged
1					\$			
2					\$			
3					\$			
4					\$			
5					\$			
Covered Auto No.	CLASSIFICATION							EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below As Interests May Appear At The Time Of The Loss.
	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	
					Liab.	Phy. Dam.		
1								
2								
3								
4								
5								
Covered Auto No.	COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)							
	LIABILITY		PERSONAL INJURY PROTECTION		ADDED P.I.P.	PROPERTY PROTECTION (Michigan Only)		
	Limit	Premium	Limit Stated In Each P.I.P. End. Minus Deductible Shown Below	Premium	Limit Stated In Each Added P.I.P. End. Premium	Limit Stated In P.P.I. End. Minus Deductible Shown Below	Premium	
1	\$	\$	\$	\$	\$	\$	\$	
2	\$	\$	\$	\$	\$	\$	\$	
3	\$	\$	\$	\$	\$	\$	\$	
4	\$	\$	\$	\$	\$	\$	\$	
5	\$	\$	\$	\$	\$	\$	\$	
<b>Total Premium</b>		\$		\$	\$		\$	

POLICY NUMBER: \_\_\_\_\_

**ITEM THREE**

**SCHEDULE OF COVERED AUTOS YOU OWN (Cont'd)**

Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)					
	AUTO MEDICAL PAYMENTS		COMPREHENSIVE		SPECIFIED CAUSES OF LOSS	
	Limit	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium
1	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$
5	\$	\$	\$	\$	\$	\$
<b>Total Premium</b>		\$		\$		\$

  

Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)			
	COLLISION		TOWING & LABOR	
	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Per Disablement	Premium
1	\$	\$	\$	\$
2	\$	\$	\$	\$
3	\$	\$	\$	\$
4	\$	\$	\$	\$
5	\$	\$	\$	\$
<b>Total Premium</b>		\$		\$

**ITEM FOUR**

**SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS**

LIABILITY COVERAGE – RATING BASIS, COST OF HIRE				
STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (If Liability Coverage Is Primary)	PREMIUM
	\$	\$		\$
<b>TOTAL PREMIUM</b>				<b>\$</b>

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

POLICY NUMBER: \_\_\_\_\_

**PHYSICAL DAMAGE COVERAGE**

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH \$100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	\$	\$	\$
SPECIFIED CAUSES OF LOSS	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.	\$	\$	\$
COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO.	\$	\$	\$
<b>TOTAL PREMIUM</b>				<b>\$</b>

**ITEM FIVE**

**SCHEDULE FOR NON-OWNERSHIP LIABILITY**

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other Than A Social Service Agency	Number Of Employees		\$
	Number Of Partners		\$
Social Service Agency	Number Of Employees		\$
	Number Of Volunteers		\$
<b>TOTAL</b>			<b>\$</b>

POLICY NUMBER: \_\_\_\_\_

**ITEM SIX**

**SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS – LIABILITY COVERAGE – PUBLIC AUTO OR LEASING RENTAL CONCERNS**

ESTIMATED YEARLY <input type="checkbox"/> Gross Receipts <input type="checkbox"/> Mileage	RATES		PREMIUMS	
	<input type="checkbox"/> Per \$100 Of Gross Receipts <input type="checkbox"/> Per Mile		LIABILITY COVERAGE	AUTO MEDICAL PAYMENTS
	LIABILITY COVERAGE	AUTO MEDICAL PAYMENTS		
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
<b>TOTAL PREMIUMS</b>			<b>\$</b>	<b>\$</b>
<b>MINIMUM PREMIUMS</b>			<b>\$</b>	<b>\$</b>

When used as a premium basis:

**FOR PUBLIC AUTOS**

Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation.

Gross Receipts does not include:

- A. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
- B. Advertising revenue.
- C. Taxes which you collect as a separate item and remit directly to a governmental division.
- D. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.

**FOR RENTAL OR LEASING CONCERNS**

Gross receipts means the total amount to which you are entitled for the leasing or rental of "autos" during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.

Mileage means the total of all live and dead mileage developed by all the "autos" you leased or rented to others during the policy period.

**THIS ENDORSEMENT RESTRICTS COVERAGE. PLEASE READ IT CAREFULLY**

## **UNREPORTED DRIVER DEDUCTIBLE**

This endorsement is effective on the inception date of the policy unless another date is indicated below.

<b>Endorsement Effective</b>	<b>Policy Number</b>
<b>Named Insured</b>	

### **UNREPORTED DRIVER DEDUCTIBLE**

The Named Insured is required to keep on file with the Company a list of approved drivers for vehicles insured under this policy. The Named Insured agrees to notify the Company of drivers **prior to** allowing them to drive an insured vehicle.

It is understood and agreed that an additional \$1,000 deductible will be imposed on the Named Insured for any loss including Bodily Injury, Property Damage, Medical Payments, PIP, Comprehensive, Collision, Loss Adjustment Expenses, or combination thereof, when the driver of the insured vehicle has not been reported to the Company in writing prior to the time of loss. This deductible is a separate aggregate deductible and applies in addition to any other deductible.

It is the Named Insured's responsibility to maintain an accurate list of drivers with the Company at all times to ensure this additional deductible is not imposed.

Accepted by \_\_\_\_\_ Date: \_\_\_\_\_  
(Named Insured)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ABUSE OR MOLESTATION EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTOMOBILE LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **B, Exclusions** of **Section II – Coverage A – Liability Coverage**

This insurance does not apply to "bodily injury" or "property damage" arising out of:

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
2. The negligent:
  - a. Employment;
  - b. Investigation;
  - c. Supervision;
  - d. Reporting to the proper authorities, or failure to so report; or
  - e. Retention;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph **1.** above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PUNITIVE DAMAGES EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE LIABILITY COVERAGE PART  
UNINSURED MOTORISTS COVERAGE  
UNDERINSURED MOTORISTS COVERAGE

The following is added to Exclusions:

This insurance does not apply to fines, penalties, punitive or exemplary damages (those damages imposed to punish a wrongdoer and to deter others from similar conduct).

(THIS ATTACHING CLAUSE NEED BE COMPLETED ONLY WHEN THIS ENDORSEMENT IS ISSUED SUBSEQUENT TO PREPARATION OF THE POLICY)

**COMMERCIAL AUTO POLICY  
DRIVER EXCLUSION ENDORSEMENT**

THIS ENDORSEMENT EFFECTIVE \_\_\_\_\_  
(12:01 A.M. STANDARD TIME)

FORMS A PART OF POLICY NUMBER: \_\_\_\_\_.

ISSUED TO: \_\_\_\_\_.

BY: GATEWAY INSURANCE COMPANY.

\_\_\_\_\_  
Authorized Representative

IN CONSIDERATION OF THE CONTINUATION OF THIS POLICY IN FORCE BY THE COMPANY, IT IS HEREBY AGREED THAT, WITH RESPECT TO SUCH INSURANCE AS IS AFFORDED UNDER THE BODILY INJURY AND PROPERTY DAMAGE COVERAGES THE COMPANY SHALL NOT BE LIABLE FOR LOSS, DAMAGE, AND/OR LIABILITY CAUSED WHILE THE AUTOMOBILE DESCRIBED IN THE POLICY OR ANY OTHER AUTOMOBILE TO WHICH THE TERMS OF THE POLICY ARE EXTENDED IS BEING DRIVEN OR OPERATED BY THE FOLLOWING NAMED PERSON:

(DRIVER NAME)

Drivers License # \_\_\_\_\_ Date of Birth \_\_\_\_\_

Accepted by \_\_\_\_\_ Date: \_\_\_\_\_  
(Named Insured)

ALL OTHER PROVISIONS OF THIS POLICY APPLY.

**IMPORTANT POLICYHOLDER INFORMATION  
(ARKANSAS)**

Inquiries concerning your policy should be directed to your insurance agent or to our “policyholder/customer service” unit. The name, address and telephone number of your agent, if one is involved, and the address and phone number of your “policyholder/customer service” unit are shown on the policy and /or in the material accompanying the policy or as follows if not shown elsewhere:

If you require additional information you may contact the Arkansas Insurance Department at either the following address or phone number:

Arkansas Insurance Department  
Consumer Services Division (5<sup>th</sup> Floor)  
400 University Tower Building  
Little Rock, Arkansas 72204  
Telephone: (501) 371-1813

## ARKANSAS

The Appraisal provision of your policy is replaced by the following:

### VOLUNTARY, NON-BINDING APPRAISAL PROVISION

If you and we fail to agree on the amount of loss, either may request an appraisal of the loss. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice may be made by a judge of a court of record in the state where the residence premises is located. The appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision Agreed to by any two will set the amount of loss.

If you are unsatisfied with the appraisal award, you may exercise your right to Start legal action against is to recover on your claim.

<i>SERFF Tracking Number:</i>	<i>GTWY-125389354</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Gateway Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>FORMS REVISION</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>Commercial Auto</i>		
<i>Project Name/Number:</i>	<i>Forms Revision/Forms Revision</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: GTWY-125389354

State: Arkansas

Filing Company: Gateway Insurance Company

State Tracking Number: EFT \$50

Company Tracking Number: FORMS REVISION

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0001 Business Auto

Product Name: Commercial Auto

Project Name/Number: Forms Revision/Forms Revision

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:**

Approved

01/02/2008

**Comments:**

**Attachment:**

PC trans Doc - 12-2007.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> 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
---	---

<b>3. Group Name</b>	<b>Group NAIC #</b>

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

<b>5. Company Tracking Number</b>	
-----------------------------------	--

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

6.	Name and address	Title	Telephone #s	FAX #	e-mail

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

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

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input 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: <input type="text"/> Renewal: <input type="text"/>
15. Reference Filing?	<input type="checkbox"/> Yes <input 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

## Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

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.)

PC TD-1 pg 2 of 2

## 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.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	
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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			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input 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		

PC FFS-1

## RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

**(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)**

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
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<b>2.</b>	<b>This filing corresponds to form filing number</b> (Company tracking number of form filing, if applicable)	
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Rate Increase     
  Rate Decrease     
  Rate Neutral (0%)

<b>3.</b>	<b>Filing Method (Prior Approval, File &amp; Use, Flex Band, etc.)</b>	
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<b>4a.</b>	<b>Rate Change by Company (As Proposed)</b>
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

<b>4b.</b>	<b>Rate Change by Company (As Accepted) For State Use Only</b>
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

<b>5.</b>	<b>Overall Rate Information (Complete for Multiple Company Filings only)</b>
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		COMPANY USE	STATE USE
<b>5a</b>	<b>Overall percentage rate indication (when applicable)</b>		
<b>5b</b>	<b>Overall percentage rate impact for this filing</b>		
<b>5c</b>	<b>Effect of Rate Filing – Written premium change for this program</b>		
<b>5d</b>	<b>Effect of Rate Filing – Number of policyholders affected</b>		

<b>6.</b>	<b>Overall percentage of last rate revision</b>	
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<b>7.</b>	<b>Effective Date of last rate revision</b>	
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<b>8.</b>	<b>Filing Method of Last filing (Prior Approval, File &amp; Use, Flex Band, etc.)</b>	
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9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
02		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
03		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	

<i>SERFF Tracking Number:</i>	<i>GTWY-125389354</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Gateway Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>FORMS REVISION</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>Commercial Auto</i>		
<i>Project Name/Number:</i>	<i>Forms Revision/Forms Revision</i>		

## **Superseded Attachments**

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

<b>Original Date:</b>	<b>Schedule</b>	<b>Document Name</b>	<b>Replaced Date</b>	<b>Attach Document</b>
No original date	Form	POLICY JACKET	12/17/2007	