

SERFF Tracking Number: CARC-125874313 State: Arkansas  
Filing Company: Carolina Casualty Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: CCIC/CSFORMS/03/09  
TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers  
Product Name: CCIC/AR/CSFORMS/03/09  
Project Name/Number: /

## Filing at a Glance

Company: Carolina Casualty Insurance Company

Product Name: CCIC/AR/CSFORMS/03/09

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0004 Truckers

SERFF Tr Num: CARC-125874313 State: Arkansas

SERFF Status: Closed

State Tr Num: EFT \$50

Co Tr Num: CCIC/CSFORMS/03/09 State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Llyweyia Rawlins, Brittany Yielding

Author: Dorothy Dobbs, MANAGER Disposition Date: 10/28/2008

Date Submitted: 10/27/2008

Disposition Status: Approved

Effective Date Requested (New): 03/01/2009

Effective Date (New): 03/01/2009

Effective Date Requested (Renewal): 04/01/2009

Effective Date (Renewal):

04/01/2009

State Filing Description:

## General Information

Project Name:

Project Number:

Status of Filing in Domicile: Authorized

Domicile Status Comments: IOWA HAS APPROVED THESE CHANGES

Reference Organization:

Reference Title:

Reference Number:

Advisory Org. Circular:

Filing Status Changed: 10/28/2008

State Status Changed: 10/28/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

CAROLINA CASUALTY IS DELETING THE COUNTERSIGNATURE LINE FROM OUR FORMS FOLLOWING THE GUIDE OF ISO. WE ARE ALSO SUBMITTING ONE NEW FORM, CTP 5763 (03/09) REPORTING FORM ENDORSMENT-POWER UNITS.

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## Company and Contact

### Filing Contact Information

Dorothy Dobbs, Senior Analyst ddobbs@carolinacas.com  
 P O BOX 2575 (800) 874-8053 [Phone]  
 Jacksonville, FL 32203 (904) 363-7276[FAX]

### Filing Company Information

Carolina Casualty Insurance Company CoCode: 10510 State of Domicile: Iowa  
 4600 TOUCHTON RD E Group Code: 98 Company Type: PROPERTY &  
 CASUALTY  
 BLDG 100, SUITE 400  
 Jacksonville, FL 32246 Group Name: State ID Number:  
 (904) 363-0900 ext. 8070[Phone] FEIN Number: 59-0733942  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation: FILING FEE BASED ON STATE'S REQUIREMENTS  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Carolina Casualty Insurance Company	\$50.00	10/27/2008	23488255

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	10/28/2008	10/28/2008

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## Disposition

Disposition Date: 10/28/2008

Effective Date (New): 03/01/2009

Effective Date (Renewal): 04/01/2009

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
Form	EMPLOYEE BENE LIABILITY	Approved	Yes
Form	DRIVER EXCLUSION ENDOREMENT	Approved	Yes
Form	PHYSICAL DAMAGE CONVERSION CLAUSE ENDOREMENT	Approved	Yes
Form	ADDITIONAL INSURED ENDOREMENT (LESSOR) LIABILITY	Approved	Yes
Form	ADDITION OR DELETION OF COVERED AUTOS	Approved	Yes
Form	MASTER NON-TRUCKING CERTIFICATE ENDOREMENT	Approved	Yes
Form	AMENDMENT OF PHYSICAL DAMAGE COVERAGE	Approved	Yes
Form	EMPLOYEE LIABILITY SIR	Approved	Yes
Form	WAIVER OF SUBROGATION	Approved	Yes
Form	MEXICO COVERAGE BROAD	Approved	Yes
Form	MEXICO TOURISTS COVERAGE – LIMITED	Approved	Yes
Form	DEDUCTIBLE LIABILITY INSURANCE	Approved	Yes
Form	ABUSE OR MOLESTATION EXCLUSION	Approved	Yes
Form	AMENDMENT OF THE DEFINITION OF “AUTO”	Approved	Yes
Form	DRIVE-AWAY CONTRACTORS	Approved	Yes
Form	PREMIUM PAYMENT ENDOREMENT	Approved	Yes
Form	PREMIUM PAYMENT REVISION ENDOREMENT	Approved	Yes
Form	POLICY CONDITIONS – UNAUTHORIZED PERSON EXCLUSION	Approved	Yes
Form	POLICY CONDITIONS CANCELLATION FOR UNREPORTED DRIVERS	Approved	Yes
Form	REPORTING FORM ENDOREMENT POWER UNITS	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	EMPLOYEE BENE LIABILITY	CTP 5065	03/09	Endorsement/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:		CTP5065(0309).pdf
Approved	DRIVER EXCLUSION ENDORSEMENT	CTP 5295	03/09	Endorsement/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:		CTP5295(0309).pdf
Approved	PHYSICAL DAMAGE CONVERSION CLAUSE ENDORSEMENT	CTP 5141	03/09	Endorsement/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:		CTP5141(0309).pdf
Approved	ADDITIONAL INSURED ENDORSEMENT (LESSOR) LIABILITY	CTP 5289	03/09	Endorsement/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:		CTP5289(0309).pdf
Approved	ADDITION OR DELETION OF COVERED AUTOS	CTP 5290	03/09	Disclosure/ Notice	Replaced Form #:0.00 Previous Filing #:		CTP5290(0309).pdf
Approved	MASTER NON-TRUCKING CERTIFICATE ENDORSEMENT	CTP 5296	03/09	Endorsement/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:		CTP5296(0309).pdf
Approved	AMENDMENT OF PHYSICAL DAMAGE COVERAGE	CTP 5302	03/09	Endorsement/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:		CTP5302(0309).pdf
Approved	EMPLOYEE LIABILITY SIR	CTP 5128	03/09	Endorsement/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:		CTP5128(0309).pdf

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Approval	Description	CTP Number	Date	Action	Form #	File Name
Approved	WAIVER OF SUBROGATION	CTP 5398	03/09	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00	CTP5398(0309).pdf
Approved	MEXICO COVERAGE BROAD	CTP 5399	03/09	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00	CTP5399(0309).pdf
Approved	MEXICO TOURISTS COVERAGE – LIMITED	CTP 5400	03/09	Disclosure/ Notice Replaced	Replaced Form #:0.00	CTP5400(0309).pdf
Approved	DEDUCTIBLE LIABILITY INSURANCE	CTP 5404	03/09	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00	CTP5404(0309).pdf
Approved	ABUSE OR MOLESTATION EXCLUSION	CTP 5444	03/09	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00	CTP5444(0309).pdf
Approved	AMENDMENT OF THE DEFINITION OF "AUTO"	CTP 5606	03/09	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00	CTP5606(0309).pdf
Approved	DRIVE-AWAY CONTRACTORS	CTP 5655	03/09	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00	CTP5655(0309).pdf
Approved	PREMIUM PAYMENT ENDORSEMENT (PS)	CTP 5670	03/09	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00	CTP5670PS(0309).pdf
Approved	PREMIUM PAYMENT REVISION ENDORSEMENT (PS)	CTP 5671	03/09	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00	CTP5671PS(0109).pdf
Approved	POLICY	CTP 5695	03/09	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00	CTP5695(0309).pdf

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 Project Name/Number: /

	CONDITIONS – UNAUTHORIZED PERSON EXCLUSION		nt/Amendm ent/Condi ons	Previous Filing #:	09).pdf
Approved	POLICY CTP 5604 03/09 CONDITIONS CANCELLATION FOR UNREPORTED DRIVERS		Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00  Previous Filing #:	CTP5604(03 09).pdf
Approved	REPORTING CTP 5763 03/09 FORM ENDORSEMENT POWER UNITS		Endorseme New nt/Amendm ent/Condi ons	0.00	CTP 5763 (0309).pdf



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

**EMPLOYEE BENEFITS LIABILITY  
INSURANCE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

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

Named Insured	
Policy Number	Endorsement Effective

SCHEDULE

Coverage	Limits of Liability	Deductible
Employee Benefits Liability Insurance	\$ Each Occurrence \$ Aggregate	\$ 1000 Each Claim
Premium Computation		
Estimated Number Of Employees	Rate Per Employee	Advance Premium
	\$	\$

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations applicable to this endorsement.)

Coverage D - Employee Benefits Liability

**Paragraph I - Insuring Agreement**

A. We will pay those sums that the insured becomes legally obligated to pay as damages for claims to which this insurance applies because of any act or omission of the insured, or anyone else for whose acts the insured may be legally liable, in the administration of the insured's "Employee Benefits Programs", on any account of any "occurrence" which takes place during the policy period. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments. The act or omission must take place in the United States, its territories or possessions, Puerto Rico or Canada. We will have the right and duty to defend any "suit" seeking those damages. But:

- (1) The amount we pay for damages is limited as described in Section V - Limits Of Insurance;
- (2) We may, at our discretion, investigate and settle any claim or "suit" that may result; and
- (3) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

The acts or omissions causing damages shall be deemed to be caused by an "occurrence".

## **B. Supplementary Payments**

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
4. All costs taxed against the insured in the "suit."
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

## **Paragraph II - Exclusions**

This insurance does not apply to:

- a. Any claim based upon or attributable to any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination or humiliation;
- b. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time;
- c. Physical injury to tangible property, including all resulting loss of use of that property, or loss of use of tangible property that is not physically injured;
- d. Any claim by an insurer based on your failure to perform a contract;
- e. Any claim based on your failure to comply with any workers' compensation, unemployment insurance, social security, or disability benefits law;
- f. Any claim based on:
  - (i) the advising or failing to advise any employee to participate or not to participate in any Employee Benefits Plan;
  - (ii) the appointment of, or failure to appoint, any investment manager, administrator, trustee, actuary, advisor, counsel, accountant, custodian, or consultant;
  - (iii) any investment activity, including the management, administration or disposition of assets of your "Employee Benefits Programs;"
- g. Any claim to the extent that recovery could not have been had in a "suit" brought before the effective date of the Employee Retirement Income Security Act of 1974.

## **Paragraph III - Who Is An Insured**

Each of the following is an insured under this insurance to the extent set forth below:

- a. You;
- b. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors;
- c. Your employees, other than your executives, but only for acts within the scope of their employment by you and only if they are authorized to act in the administration of your "Employee Benefits Programs".

#### **Paragraph IV - Definitions**

"Employee Benefits Programs" means:

- a. Group Life Insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, workers' compensation, unemployment insurance, social security benefits, disability benefits, and
- b. Any other similar employee benefits plan established after the effective date of this endorsement, as long as you notify us within thirty days after such benefits are implemented.

"Administration" means:

- a. Interpreting the Employee Benefits Programs;
- b. Handling of records in connection with "Employee Benefits Programs";
- c. Enrollment, termination, or cancellation of employees under the "Employee Benefits Programs."

"Suit" means a civil proceeding in which damages to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

#### **Paragraph V - Limits Of Insurance**

- 1. The limit of insurance shown in the Schedule as applicable to "each claim" is the most we will pay for all damages incurred on account of any claim covered by this endorsement regardless of the number of:
  - (a) Insureds;
  - (b) Claims made or legal or administrative actions commenced; or
  - (c) Persons or organizations making claims or bringing legal or administrative action.
- 2. The limit of insurance shown in the Schedule as "aggregate" is, subject to 1. above, the total limit of our liability for all claims covered by this endorsement and occurring during each annual period this endorsement is in effect.

#### **Paragraph VI - Conditions**

The following Conditions replace **2., 3., 5., and 8.** of Section IV - Commercial General Liability Conditions:

- 2. Insured's Duties In the Event of Occurrence, Claim or "Suit."
  - a. You must see to it that we are notified as soon as practicable of an occurrence which may result in a claim. To the extent possible, notice should include:
    - (1) How, when and where the "occurrence" took place; and
    - (2) The nature and extent of the damages arising out of the "occurrence."

b. If a claim is received by any insured you must:

- (1) Immediately record the specifics of the claim and the date received; and
- (2) Notify us as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit;"
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

No insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

### 3. Legal Action Against Us.

No person or organization has a right under this insurance:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Endorsement or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability assigned to us, the insured and the claimant or the claimant's legal representative.

### 5. Premium Audit.

- a. We will compute all premiums for this Endorsement in accordance with our rules and rates.
- b. The premium shown in the Schedule as advance premium is a deposit premium only. At the close of each annual period we will compute the earned premium for that period by multiplying the average of the number of employees at the beginning and the end of the period by the rates shown in the schedule. Earned premiums are due and payable on notice to you. If the advance premium paid for the policy term is less than the earned premium, you will pay us the excess; if the advance premium is greater than the earned premium, we will return the unearned portion to you.
- c. You must keep records of the information we need for computation, and send us copies at such times as we may request.

### 8. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

The following Condition is added:

10. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible stated in the Schedule. The limit of insurance applicable to "each claim" will be reduced by the amount of the deductible.

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

**DRIVER EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

- CARGO COVERAGE
- BUSINESS AUTO COVERAGE
- COMMERCIAL INLAND MARINE MISCELLANEOUS PROPERTY COVERAGE
- GARAGE COVERAGE
- MOTOR CARRIER COVERAGE
- TOWING AND RECOVERY CARGO LIABILITY COVERAGE
- TRUCKERS COVERAGE

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

Named Insured	
Policy Number	Endorsement Effective

We will not be liable for "accidents" or "losses" while a covered "auto" is driven by:

NAME OF DRIVER \_\_\_\_\_

You accept this endorsement as witnessed by your signature. \_\_\_\_\_

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

**PHYSICAL DAMAGE CONVERSION CLAUSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE  
GARAGE COVERAGE  
MOTOR CARRIER COVERAGE  
TRUCKERS COVERAGE

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

Named Insured	
Policy Number	Endorsement Effective

The following is added to Physical Damage Coverage:

We will not pay for "loss" to a covered "auto" or its equipment if the "loss" results from conversion, secretion or embezzlement on your part.

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

**ADDITIONAL INSURED – LESSOR**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE
- GARAGE COVERAGE
- MOTOR CARRIER COVERAGE
- TRUCKERS COVERAGE

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

Named Insured	
Policy Number	Endorsement Effective

Policy Effective Date	Policy Expiration Date
-----------------------	------------------------

**SCHEDULE**

Additional Insured – Lessor

Designation or Description of Leased “Autos”

<b>Coverages</b>	<b>Limit of Insurance</b>
Liability	\$ Each Accident
Personal Injury Protection (or equivalent no-fault coverage)	\$
Comprehensive	ACTUAL CASH VALUE, COST OF REPAIR, OR LIMIT OF INSURANCE, WHICHEVER IS LESS; MINUS: \$ For Each Covered “Auto”
Collision	ACTUAL CASH VALUE, COST OF REPAIR, OR LIMIT OF INSURANCE, WHICHEVER IS LESS; MINUS: \$ For Each Covered “Auto”
Specified Causes of Loss	ACTUAL CASH VALUE, COST OF REPAIR, OR LIMIT OF INSURANCE, WHICHEVER IS LESS; MINUS: \$ For Each Covered “Auto”

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. 1.** Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow. For a covered "auto" that is a "leased auto" WHO IS AN INSURED is changed to include as an "insured" the lessor named in the Schedule.
- 2.** The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

**B. LOSS PAYABLE CLAUSE**

- 1.** We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
- 2.** The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- 3.** If we make any payment to the lessor, we will obtain his or her rights against any other party.

**C. CANCELLATION**

- 1.** If we cancel the policy, we will mail notice to the lessor in accordance with the CANCELLATION Common Policy Condition.
- 2.** If you cancel the policy, we will mail notice to the lessor.
- 3.** Cancellation ends this agreement.
- D.** The lessor is not liable for payment of your premiums.

**E. ADDITIONAL DEFINITION**

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement, or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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

**ADDITION OR DELETION OF COVERED AUTOS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

- COMMERCIAL AUTO COVERAGE
- CARGO COVERAGE
- TOWING AND RECOVERY CARGO LIABILITY COVERAGE

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

Named Insured	
Policy Number	Endorsement Effective

Auto No.	DESCRIPTION		Radius of Operation (In Miles)	Auto Class	Terr. or Zone	(x) ONE	
	Year Model; Trade Name; Body Type Serial Number (S); Vehicle Identification Number (VIN)	Seating Capacity				Add	Delete
Auto No.	EXCEPT FOR TOWING all physical damage loss is payable to you and the loss payee named below as interest may appear at the time of the loss.					(x) ONE	
	LOSS PAYEE	ADDRESS				Add	Delete

COVERAGES	LIMITS OF INSURANCE	PREMIUMS - AUTO #			PREMIUMS - AUTO #		
		ANNUAL	ADDITIONAL	RETURN	ANNUAL	ADDITIONAL	RETURN
LIABILITY	\$						
PERSONAL INJURY PROTECTION (PIP)	SEPARATELY STATED IN EA. ENDORSEMENT						
ADDED PIP (or equiv. added No-Fault cov.)	SEPARATELY STATED IN EA. ENDORSEMENT						
MEDICAL PAYMENTS	\$						
UNINSURED MOTORISTS	\$						
UNDERINSURED MOTORISTS	\$						
COMPREHENSIVE	OR Actual cash value less \$ Ded.						
	Limit of Insurance						
	# \$ Less \$ Ded.						
	# \$ Less \$ Ded.						
SPECIFIED CAUSES OF LOSS	OR Actual cash value less \$ Ded.						
	Limit of Insurance						
	# \$ Less \$ Ded.						
	# \$ Less \$ Ded..						
FIRE & THEFT	OR Actual cash value less \$ Ded.						
	Limit of Insurance						
	# \$ Less \$ Ded.						
	# \$ Less \$ Ded..						
COLLISION	OR Actual cash value less \$						
	Limit of Insurance						
	# \$ Less \$ Ded.						
	# \$ Less \$ Ded..						
TOWING & LABOR	\$ per disablement						
CARGO	\$ Less \$ Ded.						
SUBTOTAL							
				ADDITIONAL PREMIUM		RETURN PREMIUM	
				TOTAL \$		TOTAL \$	

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

**MASTER NON-TRUCKING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE**

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

Named Insured	
Policy Number	Endorsement Effective

The terms "you" and "your" will mean individually those persons or organizations that have leased or rented "autos" to:

\_\_\_\_\_  
(Name of Motor Carrier)

under permanent and valid written lease or rental agreements, and have been issued a certificate of insurance forming a part of the policy. "Your" address will be the address of the individual persons or organizations as shown on the certificates.

**CANCELLATION OR TERMINATION:** Cancellation of "your" insurance coverage will coincide with the termination or cancellation of "your" lease agreement with:

\_\_\_\_\_  
(Name of Motor Carrier)

as regards each leased "auto." Cancellation will apply separately as regards each leased "auto." Cancellation will be understood as falling within the definition of cancellation by "you". Cancellation can also be effected by us as regards any individual certificate or the policy in its entirety by complying with Paragraph A. of the Common Policy Conditions.

**MONTHLY PREMIUMS PROVISIONS:** We agree with "you" that premium will be payable on a monthly basis through the above named motor carrier. Failure of the motor carrier to remit the premiums will be considered as failure by "you" to pay the premium.

The liability coverages will apply as shown on the Declarations page of this policy and the monthly premium will be \$ \_\_\_\_\_ for each covered "auto." The physical damage coverage will be as described on the Declaration page, and will be determined by applying a monthly rate of \_\_\_\_\_ to the value of each covered "auto."

On or before the 15th day following the month during which coverage was afforded, the motor carrier named above will remit a schedule of all "autos" that were covered and pay the premium due.

**REQUIRED DEPOSIT:** An amount equal to one (1) month's premium will be charged at the inception of the policy based upon the SCHEDULE OF COVERED "AUTOS" at that time. During the policy period the deposit will be adjusted for addition or deletion of "autos" only if it becomes deficient or excessive by 25% or more.

All "autos" added during a month must be reported to us by the above named motor carrier and will be added to the policy effective the date and time the lease or rental agreement is effective. Such "autos" will be charged a full month's premium if covered for a period of 15 days or more. No premium will be charged if covered for a period less than 15 days.

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

**AMENDMENT OF PHYSICAL DAMAGE COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE  
MOTOR CARRIER COVERAGE  
TRUCKERS COVERAGE

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

Named Insured	
Policy Number	Endorsement Effective

C. LIMIT OF INSURANCE under Physical Damage Coverage is replaced by the following:

LIMIT OF INSURANCE

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of "loss;" or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. The LIMIT OF INSURANCE shown in the Declarations.

However, our limits will not exceed \$ \_\_\_\_\_ for "loss" to all "autos" involved in any one "accident."

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

**EMPLOYEE BENEFITS LIABILITY INSURANCE  
ENDORSEMENT (Self-Insured Retention)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

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

Named Insured	
Policy Number	Endorsement Effective

SCHEDULE

Coverage	Limits of Liability	"Your Self-Retained Limited"
Employee Benefits Liability Insurance	\$ Each Occurrence \$ Aggregate	\$ Each Claim
Premium Computation		
Estimated Number of Employees	Rate Per Employee	Advance Premium
		\$

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations applicable to this endorsement.)

Coverage D - Employee Benefits Liability

**Paragraph I - Insuring Agreement**

A. We will pay those sums that the insured becomes legally obligated to pay as damages for claims to which this insurance applies because of any act or omission of the insured, or anyone else for whose acts the insured may be legally liable, in the administration of the insured's "Employee Benefits Programs", on any account of any "occurrence" which takes place during the policy period. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments. The act or omission must take place in the United States, its territories or possessions, Puerto Rico or Canada. We will have the right and duty to defend any "suit" seeking those damages. But:

- (1) The amount we pay for damages is limited as described in Section V - Limits Of Insurance;
- (2) We may, at our discretion, investigate and settle any claim or "suit" that may result; and
- (3) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

The acts or omissions causing damages shall be deemed to be caused by an "occurrence".

**B. Supplementary Payments**

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
4. All costs taxed against the insured in the "suit."
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

### **Paragraph II - Exclusions**

This insurance does not apply to:

- a. Any claim based upon or attributable to any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination or humiliation;
- b. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time;
- c. Physical injury to tangible property, including all resulting loss of use of that property, or loss of use of tangible property that is not physically injured;
- d. Any claim by an insurer based on your failure to perform a contract;
- e. Any claim based on your failure to comply with any workers' compensation, unemployment insurance, social security, or disability benefits law;
- f. Any claim based on:
  - (i) the advising or failing to advise any employee to participate or not to participate in any Employee Benefits Plan;
  - (ii) the appointment of, or failure to appoint, any investment manager, administrator, trustee, actuary, advisor, counsel, accountant, custodian, or consultant;
  - (iii) any investment activity, including the management, administration or disposition of assets of your "Employee Benefits Programs;"
- g. Any claim to the extent that recovery could not have been had in a "suit" brought before the effective date of the Employee Retirement Income Security Act of 1974.
- h. Item 2k. of CTP 5299, Self-Insured Retention (SIR) Endorsement, does not apply to this coverage.

### **Paragraph III - Who Is An Insured**

Each of the following is an insured under this insurance to the extent set forth below:

- a. You;
- b. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors;

- c. Your employees, other than your executives, but only for acts within the scope of their employment by you and only if they are authorized to act in the administration of your "Employee Benefits Programs".

#### **Paragraph IV - Definitions**

"Employee Benefits Programs" means:

- a. Group Life Insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, workers' compensation, unemployment insurance, social security benefits, disability benefits, and
- b. Any other similar employee benefits plan established after the effective date of this endorsement, as long as you notify us within thirty days after such benefits are implemented.

"Administration" means:

- a. Interpreting the Employee Benefits Programs;
- b. Handling of records in connection with "Employee Benefits Programs";
- c. Enrollment, termination, or cancellation of employees under the "Employee Benefits Programs."

"Suit" means a civil proceeding in which damages to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

#### **Paragraph V - Limits Of Insurance**

- 1. The limit of insurance shown in the Schedule as applicable to "each claim", less "your Self-Retained Limit," is the most we will pay for all damages incurred on account of any claim covered by this endorsement regardless of the number of:
  - (a) Insureds;
  - (b) Claims made or legal or administrative actions commenced; or
  - (c) Persons or organizations making claims or bringing legal or administrative action.
- 2. The limit of insurance shown in the Schedule as "aggregate" is, subject to 1. above, the total limit of our liability for all claims covered by this endorsement and occurring during each annual period this endorsement is in effect.

#### **Paragraph VI - Conditions**

The following Conditions replace **2.**, **3.**, **5.**, and **8.** of Section IV - Commercial General Liability Conditions:

- 2. Insured's Duties In the Event of Occurrence, Claim or "Suit."
  - a. You must see to it that we are notified as soon as practicable of an occurrence which may result in a claim. To the extent possible, notice should include:
    - (1) How, when and where the "occurrence" took place; and
    - (2) The nature and extent of the damages arising out of the "occurrence."
  - b. If a claim is received by any insured you must:
    - (1) Immediately record the specifics of the claim and the date received; and
    - (2) Notify us as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit;"
- (2) Authorize us to obtain records and other information:
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

No insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

**3. Legal Action Against Us.**

No person or organization has a right under this insurance:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Endorsement or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability assigned to us, the insured and the claimant or the claimant's legal representative.

**5. Premium Audit.**

- a. We will compute all premiums for this Endorsement in accordance with our rules and rates.
- b. The premium shown in the Schedule as advance premium is a deposit premium only. At the close of each annual period we will compute the earned premium for that period by multiplying the average of the number of employees at the beginning and the end of the period by the rates shown in the schedule. Earned premiums are due and payable on notice to you. If the advance premium paid for the policy term is less than the earned premium, you will pay us the excess; if the advance premium is greater than the earned premium, we will return the unearned portion to you.
- c. You must keep records of the information we need for computation, and send us copies at such times as we may request.

**8. Transfer Of Rights Of Recovery Against Others To Us.**

If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

The following Condition is added:

- 10.** Our obligation to pay damages on your behalf applies only to the amount of damages in excess of "your Self-Retained Limit" stated in the Schedule. The limit of insurance applicable to "each claim" will be reduced by the amount of "your Self-Retained Limit."

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

**WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

- CARGO COVERAGE
- COMMERCIAL AUTO COVERAGE
- COMMERCIAL GENERAL LIABILITY COVERAGE

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

Named Insured	
Policy Number	Endorsement Effective

The Condition entitled "Transfer Of Rights Of Recovery Against Others To Us" does not apply to:

---

(Name of Person or Organization)

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

**MEXICO COVERAGE – BROAD**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE
- GARAGE COVERAGE
- MOTOR CARRIER COVERAGE
- TRUCKERS COVERAGE

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

Named Insured	
Policy Number	Endorsement Effective

**WARNING - READ THIS ENDORSEMENT CAREFULLY**

"Auto" "Accidents" in Mexico are subject to the laws of Mexico only - NOT the laws of the United States of America. Unlike the United States, the Republic of Mexico considers an "auto" "accident" a **CRIMINAL OFFENSE** as well as a civil matter.

In some cases, the coverage under this endorsement may NOT be recognized by the Mexican authorities and the company may not be allowed to implement this coverage at all in Mexico. You should consider purchasing "auto" coverage from a licensed Mexican Insurance Company before driving in Mexico.

This endorsement does not apply to trips into Mexico that exceed 25 miles from the boundary of the United States of America.

The coverage for which premiums are charged in the schedule of this endorsement are extended to "accidents" occurring in Mexico within 25 miles of the United States border.

The extended coverages afforded by this endorsement apply only to the "auto" listed in the schedule.

**Additional Exclusions**

We do not provide any coverage:

1. if the "covered auto" is not principally garaged and used in the United States; and
2. to any "insured" who does not live in the United States.

**Special Conditions**

1. Other Insurance. The insurance we provide by this endorsement will be excess over any other collectible insurance.
2. "Losses" payable under PHYSICAL DAMAGE COVERAGE. We will pay "losses" under PHYSICAL DAMAGE COVERAGE in the United States, not in Mexico. If the "covered auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

*(See Reverse Side for Schedule)*

**SCHEDULE**

The insurance extended by this endorsement will be the coverages for which a premium is shown applicable to the "auto" described below. The Limits of Insurance in the policy will be the Limits of Insurance for the coverages listed below.

Auto Number	Year of Model	Trade Name and Model	Body Type	Serial Number Motor Number
1.				
2.				
3.				

**PREMIUMS**

Auto Number	Liability	Medical Payments	Personal Injury Protection	Comprehensive	Specified Causes of Loss	Collision	Uninsured/Underinsured Motorists Coverage	Other
1.								
2.								
3.								

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

**MEXICO TOURISTS COVERAGE – LIMITED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE  
GARAGE COVERAGE  
MOTOR CARRIER COVERAGE  
TRUCKERS COVERAGE

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

Named Insured	
Policy Number	Endorsement Effective

**WARNING - READ THIS ENDORSEMENT CAREFULLY!**

"Auto" "accidents" in Mexico are considered a CRIMINAL OFFENSE as well as a civil matter. This insurance will NOT meet the Mexican automobile insurance requirements. This endorsement requires that liability insurance be purchased through a licensed Mexican Insurance Company.

The LIABILITY COVERAGE provided by this policy to an owned "auto" is extended to "accidents" in Mexico.

**ADDITIONAL EXCLUSIONS**

We do not provide any coverage:

1. if the owned "auto" is not principally garaged and used in the United States; and
2. to any "insured" who does not live in the United States;
3. unless you have purchased valid and collectible "auto" liability insurance from a licensed Mexican Insurance Company which is in force at the time of the "accident"; and
4. unless the original suit for damages is brought within the United States.

**SPECIAL CONDITIONS**

The insurance provided by this endorsement shall not apply until the required Mexican "auto" liability insurance is exhausted.

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

**DEDUCTIBLE LIABILITY INSURANCE  
(Including Claims Expenses)**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE
- GARAGE COVERAGE
- TRUCKERS COVERAGE

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

Named Insured	
Policy Number	Endorsement Effective

**SCHEDULE**

<u>Coverage</u>	<u>Deductible</u>	<u>Basis</u>
Combined Liability Deductible:	\$ _____	Per "Accident"
"Bodily Injury" Deductible:	\$ _____	Per "Accident"
"Property Damage" Deductible:	\$ _____	Per "Accident"

The policy is changed as follows:

**A. COMBINED LIABILITY COVERAGE DEDUCTIBLE**

The damages caused in any one "accident" which would otherwise be payable under LIABILITY COVERAGE will be reduced by the Combined Liability Deductible shown in this endorsement within the application of Liability Coverage LIMIT OF INSURANCE provision.

**B. BODILY INJURY LIABILITY COVERAGE DEDUCTIBLE**

Per "Accident"

The damages which would otherwise be payable under LIABILITY COVERAGE for all "bodily injury" caused in any one "accident": will be reduced by the "Bodily Injury" per "Accident" Deductible stated in this endorsement within the application of Liability Coverage LIMIT OF INSURANCE provision.

**C. PROPERTY DAMAGE LIABILITY COVERAGE DEDUCTIBLE**

The damages caused in any one "accident" which would otherwise be payable under LIABILITY COVERAGE for "Property Damage" caused in any one "accident" will be reduced by the "Property Damage" per "accident" Deductible stated in this endorsement with the application of Liability Coverage LIMIT OF INSURANCE provision.

**D. OUR RIGHT TO REIMBURSEMENT FOR PAYMENT OF DAMAGES**

To settle any claim or suit we may pay all or any part of any deductible stated in this endorsement. If this happens you must reimburse us for the deductible or the part of the deductible we paid.

**E. OUR RIGHT TO REIMBURSEMENT FOR CLAIMS EXPENSES**

You must reimburse us for expenses involved in settling the deductible portion of any claim or suit. Reimbursement of expenses shall be limited so that, in the aggregate, the

reimbursement of deductible for payment of damages and the reimbursement of expenses shall not exceed \$ \_\_\_\_\_  
"per accident."

Additionally, you must pay us a fee of \_\_\_\_\_ % of the deductible damages reimbursement.

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

**ABUSE OR MOLESTATION EXCLUSION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE  
COMMERCIAL GENERAL LIABILITY COVERAGE  
MOTOR CARRIER COVERAGE  
TRUCKERS COVERAGE

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

Named Insured	
Policy Number	Endorsement Effective

The following exclusion is added to the policy.

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

1. The actual or threatened abuse or molestation by anyone of any person, 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**

**AMENDMENT OF THE DEFINITION OF "AUTO"**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE  
GARAGE COVERAGE  
MOTOR CARRIER COVERAGE  
TRUCKERS COVERAGE

Named Insured	
Policy Number	Endorsement Effective

The following is added to the definition of "auto" in the DEFINITIONS SECTION:

When a covered "auto" that is a land motor vehicle and a covered "auto" that is a "trailer" or semi trailer are attached, they are for purposes of the liability coverage under this policy, a single covered "auto".

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

**DRIVE-AWAY CONTRACTORS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE  
BUSINESS AUTO PHYSICAL DAMAGE  
MOTOR CARRIER COVERAGE  
TRUCKERS COVERAGE

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

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

Named Insured	
Policy Number	Endorsement Effective

**SCHEDULE**

**Description of Registration Plates:**

<b>Coverages</b>	<b>Limit</b>	<b>Rating Bases</b>	<b>Rates</b>	<b>Premium</b>
Liability	\$	No. of Plates		\$
Comprehensive	Stated in Item Four of Declarations	Per Unit		\$
Collision		Per Day		\$
Specified Causes of Loss				\$
Total Premium				\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** This endorsement provides only those coverages where a premium is shown in the Schedule.
- B.** Any "auto" you don't own while driven with the plates described in the Schedule is a covered "auto", but only while the "auto" is driven by or for you from its distribution point to its destination.

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

**PREMIUM PAYMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

- CARGO COVERAGE
- BUSINESS AUTO COVERAGE
- COMMERCIAL GENERAL LIABILITY COVERAGE
- COMMERCIAL INLAND MARINE COVERAGE
- COMMERCIAL INLAND MARINE MISCELLANEOUS PROPERTY COVERAGE
- GARAGE COVERAGE
- MOTOR CARRIER COVERAGE
- TRUCKERS COVERAGE

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

Named Insured	
Policy Number	Endorsement Effective

We agree with you that the policy premium of \$ \_\_\_\_\_ will be payable in \_\_\_\_\_  
monthly installments in the amount of \$ \_\_\_\_\_ beginning \_\_\_\_\_  
MO DAY YEAR .

**Check Payment Plan Option:**

- DOWN PAYMENT of \$ \_\_\_\_\_ is required for the Installment Payment Plan.
- DEPOSIT PREMIUM\* of \$ \_\_\_\_\_ is required with the 12 Month Payment Plan.

\*DEPOSIT PREMIUM OPTION: An amount equal to two (2) month's premium will be charged at the inception of the policy based upon the policy premium at that time. This deposit premium shall be considered as policy premium for the last two months of the annual term. Monies from the last two payments will be applied to the renewal policy's deposit premium. During the policy period the deposit premium will be adjusted for endorsements modifying the policy.

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

**PREMIUM PAYMENT REVISION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

- CARGO COVERAGE
- BUSINESS AUTO COVERAGE
- COMMERCIAL GENERAL LIABILITY COVERAGE
- COMMERCIAL INLAND MARINE COVERAGE
- COMMERCIAL INLAND MARINE MISCELLANEOUS PROPERTY COVERAGE
- GARAGE COVERAGE
- MOTOR CARRIER COVERAGE
- TRUCKERS COVERAGE

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

Endorsement Effective	Policy Number
Named Insured	Countersigned By

(Authorized Representative)

**Additional**

We agree with you that in consideration of additional premium of \$ \_\_\_\_\_ for endorsement form number \_\_\_\_\_ which is effective \_\_\_\_\_, the remaining premium payments are changed as follows:

\_\_\_\_\_ remaining monthly payments of \$ \_\_\_\_\_ due beginning \_\_\_\_\_ .  
MO DAY YEAR

**Return**

We agree with you that in consideration of return premium of \$ \_\_\_\_\_ for endorsement form number \_\_\_\_\_ which is effective \_\_\_\_\_, the remaining premium payments are changed as follows:

\_\_\_\_\_ remaining monthly payments of \$ \_\_\_\_\_ due beginning \_\_\_\_\_ .  
MO DAY YEAR

During the policy period, the deposit premium will be adjusted for endorsements modifying the policy.

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

**POLICY CONDITIONS – UNAUTHORIZED PERSON EXCLUSION**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE
- CARGO COVERAGE
- GARAGE COVERAGE
- MOTOR CARRIER COVERAGE
- TOWING AND RECOVERY CARGO LIABILITY COVERAGE
- TRUCKERS COVERAGE

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

Named Insured	
Policy Number	Endorsement Effective

The following is added to the policy Conditions and applies in addition to the Common Policy Conditions:

1. You must prohibit the use of a covered “auto” for the transportation of “unauthorized persons”.  
“Unauthorized Persons” means any person who is **NOT**:
  - (a) You, your employees, partners, a lessee or borrower or any of their employees, or
  - (b) Any person transported when aid is being rendered in case of an accident or other emergency, or
  - (c) An attendant delegated to care for livestock, or
  - (d) A person specifically authorized in writing by you which shall state the name of the person to be transported, the points where the transportation will begin and end and the dates such authority will begin and end.
2. Notice of authorization as described in 1. (d) Above for transporting a person must be provided to and approved by us prior to the transportation of the person.

This insurance will not apply to Bodily Injury or Property Damage to any “unauthorized person” while being transported in a covered “auto”.

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

**POLICY CONDITIONS – CANCELLATION FOR UNREPORTED DRIVERS**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE
- CARGO COVERAGE
- GARAGE COVERAGE
- MOTOR CARRIER COVERAGE
- TOWING AND RECOVERY CARGO LIABILITY COVERAGE
- TRUCKERS COVERAGE

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

Named Insured	
Policy Number	Endorsement Effective

The following is added to the policy Conditions and applies in addition to the Common Policy Conditions:

You must report all new drivers to us within 30 days after employment by you. Should the driver not meet our underwriting standards, we reserve the right to request that you place the driver in a non-driving capacity in your employ.

Failure by you to comply with this condition of the policy will subject the policy to cancellation by us, even if the policy has been in effect 60 days or more.

# REPORTING FORM ENDORSEMENT – POWER UNITS

This endorsement modifies insurance provided under the following:

- CARGO COVERAGE
- BUSINESS AUTO COVERAGE
- COMMERCIAL GENERAL LIABILITY COVERAGE
- GARAGE COVERAGE
- MOTOR CARRIER COVERAGE
- TRUCKERS COVERAGE

We agree with you that for the coverages scheduled in this endorsement the premium you will pay will be a composite premium calculated on the following basis:

## COVERAGE I - LIABILITY AND CARGO

Power Units = All "autos" owned by or under a long term lease to you.

	ESTIMATED NUMBER OF POWER UNITS	COMPOSITE RATE*	ESTIMATED PREMIUM PER COVERAGE	MINIMUM PREMIUM PER COVERAGE	MONTHLY ESTIMATED PREMIUM PER COVERAGE
Auto Liab		\$	\$	\$	\$
Garage Liab		\$	\$	\$	\$
General Liab		\$	\$	\$	\$
Cargo		\$	\$	\$	\$

**"Minimum Policy Premium":** \$ \_\_\_\_\_

**"Monthly Estimated Policy Premium":** \$ \_\_\_\_\_

**Monthly Reports:** If Coverage I is provided, you will send us, within 15 days after the end of each calendar month the policy is in force, a report based upon the box marked above showing the number of vehicles owned by or under a long term lease to you during that calendar month. This report will be used to determine the "Coverage I Monthly Reported Premium."

**"Coverage I Monthly Reported Premium"** is determined as follows:

We will use the number of power units you report to us as being owned by or under a long term lease to you during a calendar month multiplied by the composite rate shown in the schedule above to determine the "Coverage I Monthly Reported Premium". For those months reports are not received, we will charge as "Coverage I Monthly Reported Premium" the greater of the "Monthly Estimated Premium" or an amount which equals the largest month previously reported for the number of power units.

**Monthly Payment:** If Coverage I is provided, you must pay us the greater of the "Coverage I Monthly Reported Premium" or the "Monthly Estimated Premium" within 15 days of the end of each calendar month the policy is in force. If you fail to pay the monthly premium as required, we may cancel the policy.

**“Coverage I Total Premium”** is determined as follows and is used in computing the “Total Policy Premium”:

If the policy is not cancelled prior to the end of the policy period, the “Coverage I Total Premium” is the greater of the “Minimum Policy Premium” or the total of all “Coverage I Monthly Reported Premium;” or

If the policy is cancelled by us prior to the end of the policy period, the “Coverage I Total Premium” for the term is the greater of all “Coverage I Monthly Reported Premium” or the pro-rata for the period the policy is in force of the “Minimum Policy Premium”; however, if the policy is cancelled by us for nonpayment of premium a penalty of 10% of the “Estimated Policy Premium” which would have been earned for the period covering from the new expiration date to the original expiration date shown in the Declarations will also apply; or

If the policy is cancelled by you prior to the end of the policy period, the “Coverage I Total Premium” for the term is the greater of the total of all “Coverage I Monthly Reported Premium” or the pro-rata for the period the policy is in force of the “Minimum Policy Premium.” A penalty of 10% of the “Estimated Policy Premium” which would have been earned for the period covering from the new expiration date to the original expiration date shown in the Declarations will also apply.

**COVERAGE II - PHYSICAL DAMAGE**

Total value: The estimated exposure shown below is the total value at the policy inception of all scheduled vehicles that are being covered for Automobile Physical Damage.

	ESTIMATED EXPOSURE	COMPOSITE RATE PER \$100 OF EXPOSURE	ESTIMATED PREMIUM PER COVERAGE
Auto Physical Damage	\$	\$	\$

**Monthly Reports:** If Coverage II is provided as shown above, you will send us, within 15 days after the end of each calendar month the policy is in force, a report showing total values and describing all covered “autos” as of the last day of the month. The description should include make, model, year, vehicle identification number and value of each covered “auto.” You may amend the schedule of covered “autos” by adding or deleting “autos” at any time during the month, showing this change in value of all covered “autos” as of the last day of the month in your next monthly report. You may not depreciate vehicles during the policy period without our written agreement. Short term rentals of less than 30 days duration should be valued on a pro rata basis. If you fail to send us a monthly report showing the total value of all scheduled vehicles for a calendar month we may cancel your policy. If we do not have a current report showing the total value of all covered “autos”, we will pay claims and charge premium based on the latest report we have on file.

**“Coverage II Monthly Reported Premium”** is determined as:

The actual value of covered “autos” reported by you to us each month is multiplied by the composite rate shown in the schedule above to determine the “Coverage II Monthly Reported Premium”. For those months reports are not received, we will charge as “Coverage II Monthly Reported Premium” an amount which equals the latest month’s report of the value of all covered “autos”.

**Monthly Payment:** If Coverage II is provided as shown above, you must pay us the “Coverage II Monthly Reported Premium” within 15 days after the end of each calendar month the policy is in force. If you fail to pay the monthly premium as required, we may cancel your policy.

**“Coverage II Total Premium”** is determined as follows and is used in computing the “Total Policy Premium”:

If the policy is not cancelled prior to the end of the policy period, the “Coverage II Total Premium” is the total of all “Coverage II Monthly Reported Premium”; or

If the policy is cancelled by us prior to the end of the policy period, the “Coverage II Total Premium” for the term is the total of all “Coverage II Monthly Reported Premium”; however, if the policy is cancelled by us for nonpayment of premium a penalty of 10% of the “Estimated Policy Premium” which would have been earned for the period covering from the new expiration date to the original expiration date shown in the Declarations will also apply; or

If the policy is cancelled by you prior to the end of the policy period, the "Coverage II Total Premium" for the term is the total of all "Coverage II Monthly Reported Premium" and a penalty of 10% of the "Estimated Policy Premium" which would have been earned for the period covering from the new expiration date to the original expiration date shown in the Declarations will apply.

**APPLICABLE TO BOTH COVERAGE I AND COVERAGE II:**

"Estimated Policy Premium"                      \$ \_\_\_\_\_

"Deposit Premium"                                \$ \_\_\_\_\_

- a. The "Estimated Policy Premium" is based on the exposures you provided us when this policy began.
- b. You agree to pay us the "Deposit Premium" at the policy inception date. The "Deposit Premium" is to be held by us until the completion of the billing cycle for the policy period or any audit we conduct is completed. The "Deposit Premium" may be in the form of cash or Letter of Credit (the Letter of Credit is to remain in force for at least 120 days past the policy expiration date). The "Deposit Premium" will be applied to pay the "Total Policy Premium" as described below.
- c. We will determine the "Total Policy Premium" after the end of the policy term and any final audit we may conduct is completed. If the "Total Policy Premium" exceeds the sum of the premiums paid to us and the "Deposit Premium", you shall pay the excess to us; if less, we shall return to you the unearned portion of the premiums and deposits paid.
- d. We may audit the policy during, or after, the policy term and collect any additional premium that may be due us based upon the applicable revised number of power units operated or the total values of covered "autos".
- e. You will maintain and make available to us or an authorized representative (during the policy period and until any final audit we may conduct is completed) records which contain the information necessary for us to compute the premium.

**Additional Definitions used in this endorsement:**

"Deposit Premium" is the premium amount shown above.

"Estimated Policy Premium" shown above is the estimated number of power units owned by or under a long term lease to you or the total values of scheduled vehicles for the entire policy period multiplied by the respective composite rate.

"Minimum Policy Premium" is shown in the schedule above for Coverage I. The "Minimum Policy Premium" is the least we will accept for the coverages provided in Coverage I if this policy is in force for the policy period shown on the Declarations.

"Monthly Estimated Premium" applies to Coverage I and is shown in the schedule above.

"Total Policy Premium" is the sum of the "Coverage I Total Premium" and the "Coverage II Total Premium".

*SERFF Tracking Number:*      *CARC-125874313*                      *State:*                      *Arkansas*  
*Filing Company:*              *Carolina Casualty Insurance Company*              *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *CCIC/CSFORMS/03/09*  
*TOI:*                      *20.0 Commercial Auto*                      *Sub-TOI:*                      *20.0004 Truckers*  
*Product Name:*              *CCIC/AR/CSFORMS/03/09*  
*Project Name/Number:*      /

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: CARC-125874313 State: Arkansas  
Filing Company: Carolina Casualty Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: CCIC/CSFORMS/03/09  
TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers  
Product Name: CCIC/AR/CSFORMS/03/09  
Project Name/Number: /

## Supporting Document Schedules

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

**Review Status:** Approved 10/28/2008

**Comments:**

**Attachments:**

AR NAIC-TransmittalForm\_03-09\_.pdf  
CTP DD AR SIGN BOX 030109.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: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

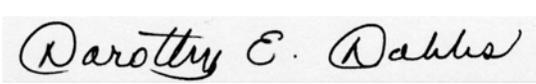
<b>3. Group Name</b>	<b>Group NAIC #</b>
W.R. Berkley Corporation	098

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Carolina Casualty Insurance Company	IOWA	10510	59-0733942	

<b>5. Company Tracking Number</b>	CCIC/AR/CSFORM/03/09
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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
	DOROTHY DOBBS	MANAGER	(800) 874-8053	(904) 363-7276	ddobbs@carolinacas.com

<b>7.</b> Signature of authorized filer	
<b>8.</b> Please print name of authorized filer	DOROTHY DOBBS

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

<b>9. Type of Insurance (TOI)</b>	Commercial Auto/General Liability
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	Trucks
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	
<b>12. Company Program Title (Marketing title)</b>	
<b>13. Filing Type</b>	<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)
<b>14. Effective Date(s) Requested</b>	New: 03/01/09      Renewal: 04/01/09
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization (if applicable)</b>	N/A
<b>17. Reference Organization # &amp; Title</b>	N/A
<b>18. Company's Date of Filing</b>	10/27/08
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

**Property & Casualty Transmittal Document—**

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	CCIC/AR/CSFORMS/03/09
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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CAROLINA CASUALTY IS FILING REVISED FORMS TO REFLECT THE DELETION OF THE "COUNTER SIGNATURE" ON ENDORSEMENTS. NO OTHER CHANGES HAVE BEEN MADE TO THESE FORMS. WE ARE ALSO FILING 1 NEW FORM, CTP 5763 (03/09), "REPORTING FORM ENDORSEMENT – POWER UNITS".

<b>22.</b>	<b>Filing Fees</b> (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]
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**Check #:**  
**Amount: \$50.00 EFT**

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

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

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)

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

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>CCIC/AR/CSFORMS/03/09</b>
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	<b>NOT APPLICABLE</b>

<b>3.</b>	<b>FORM NAME/DESCRIPTION</b>	<b>FORM #, ED DATE</b>		<b>REPLACEMENT OR WITHDRAWN</b>	<b>FORM # &amp; EDITION</b>
	<b>01. EMPLOYEE BENEFITS LIABILITY INSURANCE ENDORSEMENT</b>	CTP 5065(03/09)	<b>GL</b>	REPLACEMENT	CTP 5065(05/96)
	<b>02. EMPLOYEE BENEFITS LIABILITY INSURANCE ENDORSEMENT</b>	CTP 5128(03/09)	<b>GL</b>	REPLACEMENT	CTP 5128(05/96)
	<b>03. PHYSICAL DAMAGE CONVERSION CLAUSE ENDORSEMENT</b>	CTP 5141(03/09)	<b>CA</b>	REPLACEMENT	CTP 5141(06/98)
	<b>04. ADDITIONAL INSURED ENDORSEMENT (LESSOR) LIABILITY</b>	CTP 5289(03/09)	<b>CA</b>	REPLACEMENT	CTP 5289(06/98)
	<b>05. ADDITION OR DELETION OF COVERED AUTOS</b>	CTP 5290(03/09)	<b>CA</b>	REPLACEMENT	CTP 5290(03/01)
	<b>06. DRIVER EXCLUSION ENDORSEMENT</b>	CTP 5295(03/09)	<b>CA</b>	REPLACEMENT	CTP 5295(01/07)
	<b>07. MASTER NON-TRUCKING CERTIFICATE ENDORSEMENT</b>	CTP 5296(03/09)	<b>CA</b>	REPLACEMENT	CTP 5296(06/98)
	<b>08. AMENDMENT OF PHYSICAL DAMAGE COVERAGE</b>	CTP 5302(03/09)	<b>CA</b>	REPLACEMENT	CTP 5302(06/98)
	<b>09. WAIVER OF SUBROGATION</b>	CTP 5398(03/09)	<b>CA, GL</b>	REPLACEMENT	CTP 5398(01/92)
	<b>10. MEXICO COVERAGE BROAD</b>	CTP 5399(03/09)	<b>CA</b>	REPLACEMENT	CTP 5399(12/93)
	<b>11. MEXICO TOURISTS COVERAGE – LIMITED</b>	CTP 5400(03/09)	<b>CA</b>	REPLACEMENT	CTP 5400(11/03)
	<b>12. DEDUCTIBLE LIABILITY INSURANCE</b>	CTP 5404(03/09)	<b>CA</b>	REPLACEMENT	CTP 5404(06/92)
	<b>13. ABUSE OR MOLESTATION EXCLUSION</b>	CTP 5444(03/09)	<b>CA, GL</b>	REPLACEMENT	CTP 5444(06/98)
	<b>14. AMENDMENT OF THE DEFINITION OF "AUTO"</b>	CTP 5606(03/09)	<b>CA</b>	REPLACEMENT	CTP 5606(01/01)
	<b>15. DRIVE-AWAY CONTRACTORS</b>	CTP 5655(03/09)	<b>CA</b>	REPLACEMENT	CTP 5655906/05)
	<b>16. PREMIUM PAYMENT ENDORSEMENT</b>	CTP 5670(PS) (03/09)	<b>CA, GL</b>	REPLACEMENT	CTP 5670(PS)(01/07)
	<b>17. PREMIUM PAYMENT REVISION ENDORSEMENT</b>	CTP 5671(PS) (03/09)	<b>CA, GL</b>	REPLACEMENT	CTP 5671(PS) (01/07)
	<b>18. POLICY CONDITIONS – UNAUTHORIZED PERSON EXCLUSION</b>	CTP 5695(03/09)	<b>CA, CG</b>	REPLACEMENT	CTP 5695 (03/06)
	<b>19. POLICY CONDITIONS – CANX FOR UNREPORTED DRIVERS</b>	CTP 5604(03/09)	<b>CA, CG</b>	REPLACEMENT	CTP 5695 (03/01)
	<b>20. REPORTING FORM END. - POWER UNITS</b>	CTP 5763(03/09)	<b>CA, GL</b>	REPLACEMENT NEW FORM	N/A

