

SERFF Tracking Number: PERR-125885435 State: Arkansas  
Filing Company: Plaza Insurance Company State Tracking Number: #? \$50  
Company Tracking Number: PLZ-CA-AR-08-01-F  
TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other  
Product Name: Commercial Auto  
Project Name/Number: PLZ-CA-AR-08-01-F/PLZ-CA-AR-08-01-F

## Filing at a Glance

Company: Plaza Insurance Company

Product Name: Commercial Auto

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0003 Other

Filing Type: Form

SERFF Tr Num: PERR-125885435 State: Arkansas

SERFF Status: Closed State Tr Num: #? \$50

Co Tr Num: PLZ-CA-AR-08-01-F State Status: Fees verified

Co Status: Reviewer(s): Betty Montesi,  
Llyweyia Rawlins

Authors: Faviola Jimenez, Lois Pimentel  
Disposition Date: 11/19/2008

Date Submitted: 11/17/2008

Disposition Status: Approved

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

Effective Date (New): 01/01/2009

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

Effective Date (Renewal):

01/01/2009

State Filing Description:

## General Information

Project Name: PLZ-CA-AR-08-01-F

Project Number: PLZ-CA-AR-08-01-F

Reference Organization: Insurance Services Offices, Inc

Reference Title:

Filing Status Changed: 11/19/2008

State Status Changed: 11/18/2008

Corresponding Filing Tracking Number: N/A, Exempt

Filing Description:

On behalf of Plaza Insurance Company (the "Company"), we are filing to introduce a new program. The Company is filing to adopt all currently approved ISO forms for the new Commercial Auto program. The Company is a member of Insurance Services Office, Inc. ("ISO") and has given ISO the authority to file on their behalf where permitted. With this filing, the Company is adopting the current approved ISO forms in your state.

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number: All currently approved ISO forms

Advisory Org. Circular:

Deemer Date:

<i>SERFF Tracking Number:</i>	<i>PERR-125885435</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Plaza Insurance Company</i>	<i>State Tracking Number:</i>	<i>#? \$50</i>
<i>Company Tracking Number:</i>	<i>PLZ-CA-AR-08-01-F</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0003 Other</i>
<i>Product Name:</i>	<i>Commercial Auto</i>		
<i>Project Name/Number:</i>	<i>PLZ-CA-AR-08-01-F/PLZ-CA-AR-08-01-F</i>		

Also included are the new independent Company forms for your review.

Please note that the rates and rules for this filing are exempt from filing requirements and is being prepared as a desk filing.

Please refer to the filing memorandum for further details of this filing.

We respectfully request this filing to be effective on January 1, 2009.

Enclosed is authorization for Perr&Knight to submit this filing on behalf of the Company. The Company has prepared the forms contained within this filing. All correspondence related to this filing should be directed to Perr&Knight. If there are any requests for additional information related to items prepared by the Company, we will forward the request immediately to the Company. We will submit the Company's response to your attention as soon as we receive it.

Please do not hesitate to contact us with any questions or comments.

## Company and Contact

### Filing Contact Information

(This filing was made by a third party - perrandknightactuaryconsultants)

Lois Pimentel, State Filings Project Coordinator doi@perrknight.com

Perr&Knight (888) 201-5123 [Phone]

Pacific Palisades, CA 90272 (310) 230-8529[FAX]

### Filing Company Information

Plaza Insurance Company

700 W. 47th St, Ste 350

Kansas City, MO 64112

(816) 412-2836 ext. [Phone]

CoCode: 30945

Group Code: 4463

Group Name: Rockhill Holding  
Group

FEIN Number: 58-1140651  
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State of Domicile: Missouri

Company Type:

State ID Number:

## Filing Fees

*SERFF Tracking Number:* PERR-125885435      *State:* Arkansas  
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*Project Name/Number:* PLZ-CA-AR-08-01-F/PLZ-CA-AR-08-01-F

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation: AR charges \$50 per form filing  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Plaza Insurance Company	\$0.00	11/17/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
104185	\$50.00	11/11/2008

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 Project Name/Number: PLZ-CA-AR-08-01-F/PLZ-CA-AR-08-01-F

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/19/2008	11/19/2008

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	11/18/2008	11/18/2008	Lois Pimentel	11/19/2008	11/19/2008

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*TOI:* 20.0 Commercial Auto      *Sub-TOI:* 20.0003 Other  
*Product Name:* Commercial Auto  
*Project Name/Number:* PLZ-CA-AR-08-01-F/PLZ-CA-AR-08-01-F

## **Disposition**

Disposition Date: 11/19/2008

Effective Date (New): 01/01/2009

Effective Date (Renewal): 01/01/2009

Status: Approved

Comment: Send fee payment check ASAP.

This filing is approved contingent on receiving the filing fees the company indicates in the filing that they have sent.

Rate data does NOT apply to filing.

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 Product Name: Commercial Auto  
 Project Name/Number: PLZ-CA-AR-08-01-F/PLZ-CA-AR-08-01-F

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Supporting documentation	Approved	Yes
Form	GARAGE COVERAGE FORM – AUTO DEALERS' SUPPLEMENTARY SCHEDULE	Approved	Yes
Form	COMMON POLICY DECLARATION	Approved	Yes
Form	GARAGE DECLARATIONS	Approved	Yes
Form	AUTO - BUSINESS AUTO COVERAGE FORM DECLARATIONS ( ITEMS 1-6)	Approved	Yes
Form	SCHEDULE OF FORMS AND ENDORSEMENTS	Approved	Yes
Form	SCHEDULE OF NAMED INSURED(S)	Approved	Yes
Form	SCHEDULE OF TAX, SURCHARGE OR FEES	Approved	Yes
Form	COMMON POLICY CHANGE ENDORSEMENT	Approved	Yes
Form	TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US	Approved	Yes
Form	ADDITIONAL INSURED ENDORSEMENT	Approved	Yes
Form	LESSOR - ADDITIONAL INSURED AND LOSS PAYEE	Approved	Yes
Form	SCHEDULE OF AUTO CHANGES	Approved	Yes
Form	SCHEDULE OF COVERED AUTOS YOU OWN	Approved	Yes
Form	SCHEDULE OF REGISTRATION/DEALER PLATE NUMBERS	Approved	Yes
Form	AUTO TRANSPORTER ENDORSEMENT	Approved	Yes
Form	COMMON POLICY CHANGE ENDORSEMENT	Approved	Yes
Form	EXCLUSION OF NAMED DRIVER AND PARTIAL REJECTION OF COVERAGES	Approved	Yes
Form	EXCLUSION OF NAMED DRIVER FOR	Approved	Yes

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SPECIFIED VEHICLES

<b>Form</b>	DRIVER SCHEDULE	Approved	Yes
<b>Form</b>	SCHEDULE OF LOSS PAYEE(S)	Approved	Yes
<b>Form</b>	AUTO NOTICE - UNREPORTED DRIVERS	Approved	Yes
<b>Form</b>	BAILEE ENDORSEMENT	Approved	Yes
<b>Form</b>	TERRORISM RISK INSURANCE PROGRAM ADVISORY NOTICE TO POLICYHOLDERS	Approved	Yes
<b>Form</b>	DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE	Approved	Yes
<b>Form</b>	SIGNATURE ENDORSEMENT	Approved	Yes
<b>Form</b>	EXCLUSION OF ASSAULT AND BATTERY	Approved	Yes
<b>Form</b>	EXCLUSION OF INJURY OR DAMAGE CAUSED BY FIREARMS	Approved	Yes
<b>Form</b>	EXCLUSION OF INJURY OR DAMAGE CAUSED BY ANIMALS	Approved	Yes
<b>Form (revised)</b>	EXCLUSION OF PUNITIVE, EXEMPLARY, OR MULTIPLE DAMAGES	Approved	Yes
<b>Form</b>	EXCLUSION OF PUNITIVE, EXEMPLARY, OR MULTIPLE DAMAGES	Approved	No
<b>Form</b>	VEHICLE TITLE ERRORS AND OMISSIONS LIABILITY COVERAGE	Approved	Yes
<b>Form</b>	VEHICLE TITLE ERRORS AND OMISSIONS LIABILITY COVERAGE	Approved	Yes
<b>Form</b>	FEDERAL ODOMETER STATUTE ERRORS AND OMISSIONS COVERAGE	Approved	Yes
<b>Form</b>	FEDERAL ODOMETER STATUTE ERRORS AND OMISSIONS COVERAGE	Approved	Yes
<b>Form</b>	INFLUENZA OR EPIDEMIC EXCLUSION NOTICE TO POLICYHOLDERS	Approved	Yes
<b>Form</b>	INFLUENZA OR EPIDEMIC EXCLUSION NOTICE TO POLICYHOLDERS	Approved	Yes
<b>Form</b>	TRUTH IN LENDING ERRORS AND OMISSIONS COVERAGE	Approved	Yes
<b>Form</b>	TRUTH IN LENDING ERRORS AND OMISSIONS COVERAGE	Approved	Yes

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Product Name: Commercial Auto  
Project Name/Number: PLZ-CA-AR-08-01-F/PLZ-CA-AR-08-01-F

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 11/18/2008  
Submitted Date 11/18/2008  
Respond By Date 11/26/2008

Dear Lois Pimentel,

Form: Exclusion of Punitive, Exemplary or Multiple Damages:

This filing must be amended to comply with Bulletin 4-82 which requires punitive or exemplary damages to be defined. An acceptable definition would be "Those damages imposed to punish a wrongdoer and to deter others from similar conduct.

Sincerely,  
Llyweyia Rawlins

Please feel free to contact me if you have questions.

Sincerely,  
Llyweyia Rawlins

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 11/19/2008  
Submitted Date 11/19/2008

Dear Llyweyia Rawlins,

### Comments:

#### Response 1

Comments: Thank you for your initial review of this filing. Attached please find the Company revised Exclusion of Punitive, Exemplary or Multiple Damages.

Please do not hesitate to contact us should you have any questions or concerns.

Sincerley,  
Lois Pimentel

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 Product Name: Commercial Auto  
 Project Name/Number: PLZ-CA-AR-08-01-F/PLZ-CA-AR-08-01-F

**Changed Items:**

No Supporting Documents changed.

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
EXCLUSION OF PUNITIVE, EXEMPLARY, OR MULTIPLE DAMAGES	PIC 10240-AR	09 08	Endorsement/Amendment/Conditions	New		0	PUNITIVE EXCL-AR.pdf
<b>Previous Version</b>							
EXCLUSION OF PUNITIVE, EXEMPLARY, OR MULTIPLE DAMAGES	PIC 1024009	08	Endorsement/Amendment/Conditions	New		0	PUNITIVE EXCL.pdf

No Rate/Rule Schedule items changed.

Sincerely,  
 Faviola Jimenez, Lois Pimentel

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 TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other  
 Product Name: Commercial Auto  
 Project Name/Number: PLZ-CA-AR-08-01-F/PLZ-CA-AR-08-01-F

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	GARAGE COVERAGE FORM – AUTO DEALERS' SUPPLEMENTARY SCHEDULE	PIC 1040509	08	Declaration News/Schedule		0.00	GARAGE COVERAGE FORM.pdf
Approved	COMMON POLICY DECLARATION	PIC 1000009	08	Declaration News/Schedule		0.00	COMMON POLICY DEC.pdf
Approved	GARAGE DECLARATIONS	PIC 1040009	08	Declaration News/Schedule		0.00	GARAGE DECLARATIONS.pdf
Approved	AUTO - BUSINESS AUTO COVERAGE FORM DECLARATIONS ( ITEMS 1-6)	PIC 1030009	08	Declaration News/Schedule		0.00	AUTO DECLARATIONS.pdf
Approved	SCHEDULE OF FORMS AND ENDORSEMENTS	PIC 1000509	08	Declaration News/Schedule		0.00	FORM SCHEDULE.pdf
Approved	SCHEDULE OF NAMED INSURED(S)	PIC 1001009	08	Declaration News/Schedule		0.00	NAMED INS SCHED.pdf
Approved	SCHEDULE OF TAX, SURCHARGE OR FEES	PIC 1001509	08	Declaration News/Schedule		0.00	SCHED OF TAX, SURCHARGE, FEE.pdf
Approved	COMMON POLICY CHANGE	PIC 1002009	08	Declaration News/Schedule		0.00	COMMON POLICY CHANGE

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 TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other  
 Product Name: Commercial Auto  
 Project Name/Number: PLZ-CA-AR-08-01-F/PLZ-CA-AR-08-01-F

ENDORSEMENT					ENDT.pdf
Approved	TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US	PIC 1003009 08	Endorsement/Amendment/Conditions	0.00	Two or More Coverage Forms.pdf
Approved	ADDITIONAL INSURED ENDORSEMENT	PIC 1032009 08	Endorsement/Amendment/Conditions	0.00	ADDL INSURED ENDORSEMENT.pdf
Approved	LESSOR - ADDITIONAL INSURED AND LOSS PAYEE	PIC 1032509 08	Endorsement/Amendment/Conditions	0.00	AUTO ADDL INSURED LOSS PAYEE - ALL.pdf
Approved	SCHEDULE OF AUTO CHANGES	PIC 1035009 08	Declaration News/Schedule	0.00	AUTO SCHEDULE OF CHANGES.pdf
Approved	SCHEDULE OF COVERED AUTOS YOU OWN	PIC 1036509 08	Declaration News/Schedule	0.00	AUTO-SCHEDULE OF COVERED AUTOS.pdf
Approved	SCHEDULE OF REGISTRATION/ DEALER PLATE NUMBERS	PIC 1037009 08	Declaration News/Schedule	0.00	AUTO-SCHED OF REGIST- DEALER PLATE_REVISED_.pdf
Approved	AUTO TRANSPORTER ENDORSEMENT	PIC 1037409 08	Endorsement/Amendment/Conditions	0.00	AUTO - TRANSPORTER ENDORSEMENT.PDF
Approved	COMMON POLICY	PIC 1037509 08	Endorsement/Amendment	0.00	AUTO -Op of Cust Auto on

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	CHANGE		ent/Condi		Part
	ENDORSEMENT		ons		Premises
					Endt.pdf
Approved	EXCLUSION OF NAMED DRIVER AND PARTIAL REJECTION OF COVERAGES	PIC 1037709 08	Endorseme New nt/Amendm ent/Condi ons	0.00	AUTO - DRIVER EXCL _ALL STATES_.pd f
Approved	EXCLUSION OF NAMED DRIVER FOR SPECIFIED VEHICLES	PIC 1037809 08	Endorseme New nt/Amendm ent/Condi ons	0.00	AUTO - DRIVER EXCL FOR SPEC VEHICLE.pd f
Approved	DRIVER SCHEDULE	PIC 1037909 08	Declaration New s/Schedule	0.00	AUTO - DRIVER SCHEDULE. pdf
Approved	SCHEDULE OF LOSS PAYEE(S)	PIC 1038609 08	Declaration New s/Schedule	0.00	AUTO - LOSS PAYEE SCHEDULE. pdf
Approved	AUTO NOTICE - UNREPORTED DRIVERS	PIC 1039109 08	Declaration New s/Schedule	0.00	AUTO - UNREPORT ED DRIVERS.P DF
Approved	BAILEE ENDORSEMENT	PIC 1041009 08	Endorseme New nt/Amendm ent/Condi ons	0.00	BAILEE ENDT 2500 DED.pdf
Approved	TERRORISM RISK INSURANCE PROGRAM ADVISORY NOTICE TO	PIC 1007009 08	Disclosure/ New Notice	0.00	TRIA NOTICE.pdf

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 TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other  
 Product Name: Commercial Auto  
 Project Name/Number: PLZ-CA-AR-08-01-F/PLZ-CA-AR-08-01-F

POLICYHOLDER  
S

Approved	DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE	PIC 1007109 08	Disclosure/ New Notice	0.00	TRIA REJECTION .pdf
Approved	SIGNATURE ENDORSEMENT	PIC 9252 05 08	Other New	0.00	PIC Signature.pdf
Approved	EXCLUSION OF ASSAULT AND BATTERY	PIC 1022509 08	Endorsement New Amendment/Conditions	0.00	A&B EXCLUSION .pdf
Approved	EXCLUSION OF INJURY OR DAMAGE CAUSED BY FIREARMS	PIC 1023509 08	Endorsement New Amendment/Conditions	0.00	FIREARM EXCL.pdf
Approved	EXCLUSION OF INJURY OR DAMAGE CAUSED BY ANIMALS	PIC 1023009 08	Endorsement New Amendment/Conditions	0.00	ANIMAL EXCL.pdf
Approved	EXCLUSION OF PUNITIVE, EXEMPLARY, OR MULTIPLE DAMAGES	PIC 09 08 10240-AR	Endorsement New Amendment/Conditions	0.00	PUNITIVE EXCL- AR.pdf
Approved	VEHICLE TITLE ERRORS AND OMISSIONS LIABILITY COVERAGE	PIC 1026009 08	Endorsement New Amendment/Conditions	0.00	VEHICLE TITLE E&O - CLAIMS INSIDE 10260.pdf
Approved	VEHICLE TITLE ERRORS AND OMISSIONS LIABILITY	PIC 1026109 08	Endorsement New Amendment/Conditions	0.00	VEHICLE TITLE E&O - CLAIMS OUTSIDE

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Approval	Coverage Description	PIC	Endorsement/Condition	Amount	File Name
	COVERAGE				10261.pdf
Approved	FEDERAL ODOMETER STATUTE ERRORS AND OMISSIONS COVERAGE	PIC 1024509 08	Endorsement/Amendment/Conditions	0.00	FEDERAL ODOMETER .pdf
Approved	FEDERAL ODOMETER STATUTE ERRORS AND OMISSIONS COVERAGE	PIC 1024609 08	Endorsement/Amendment/Conditions	0.00	FEDERAL ODOMETER -INCL CLAIMS.pdf
Approved	INFLUENZA OR EPIDEMIC EXCLUSION	PIC 1025009 08	Endorsement/Amendment/Conditions	0.00	INFLUENZA OR EPIDEMIC EXCLUSION .pdf
Approved	INFLUENZA OR EPIDEMIC EXCLUSION NOTICE TO POLICYHOLDERS	PIC 1025109 08	Disclosure/ New Notice	0.00	INFLUENZA NOTICE .pdf
Approved	TRUTH IN LENDING ERRORS AND OMISSIONS COVERAGE	PIC 1025509 08	Endorsement/Amendment/Conditions	0.00	TRUTH IN LENDING 10255.pdf
Approved	TRUTH IN LENDING ERRORS AND OMISSIONS COVERAGE	PIC 1025609 08	Endorsement/Amendment/Conditions	0.00	TRUTH IN LENDING - INCL CLAIMS 10256.pdf



# GARAGE COVERAGE FORM – AUTO DEALERS' SUPPLEMENTARY SCHEDULE

**ITEM THREE**

**LOCATIONS WHERE YOU CONDUCT GARAGE OPERATIONS**

LOCATION NO.	ADDRESS State Your Main Business Location As Location No. 1.

**ITEM FOUR**  
**LIABILITY COVERAGE – PREMIUMS**

Loc. No.	Classes Of Operators	Rating Factor	Number Of Persons	Rating Units	Total Rating Units	Liability Prem.	P.I.P. Prem.	Prop. Prot. Prem. (MI Only)	Med. Exp. Ben. Prem. (VA Only)	Inc. Loss Ben. Prem. (VA Only)
	Class I – Employees Regular Operators					\$	\$	\$	\$	\$
	Class I – Employees All Others									
	Class II – Non-Employees Under Age 25									
	Class II – Non-Employees Age 25 or Over									
	All Employees (only for Trailer Dealers)									
	Class I – Employees Regular Operators					\$	\$	\$	\$	\$
	Class I – Employees All Others									
	Class II – Non-Employees Under Age 25									
	Class II – Non-Employees Age 25 Or Over									
	All Employees (only for Trailer Dealers)									
<b>TOTAL PREMIUMS</b>						\$	\$	\$	\$	\$

**Definitions**

**Class I – Employees**

**Regular Operator** – Proprietors, partners and officers active in the "garage operations", salespersons, general managers, service managers, any "employee" whose principal duty involves the operation of covered "autos" or who is furnished a covered "auto".

**All Others** – All other "employees".

**Note**

1. Part-time "employees" working an average of 20 hours or more a week for the number of weeks worked are to be counted as 1 rating unit each.
2. Part-time "employees" working an average of less than 20 hours a week for the number of weeks worked are to be counted as 1/2 rating unit each.

**Class II – Non-Employees**

Any of the following persons who are regularly furnished with covered "auto": Inactive proprietors, partners or officers and their relatives and the relatives of any person described in Class I.

**ITEM FIVE**

**LIABILITY COVERAGE FOR YOUR CUSTOMERS**

Unless indicated by "x" below, limited liability coverage is provided for your customers in accordance with Paragraph a.(2)(d) of Who Is An Insured under Section II – Liability Coverage.

If this box is checked Paragraph **a.(2)(d)** of Who Is An Insured under Section **II** – Liability Coverage does not apply.

**ITEM SIX**

**GARAGEKEEPERS COVERAGES AND PREMIUMS**

Location No.	Coverages	Limit Of Insurance For Each Location (Absence of a limit or deductible below means that the corresponding ITEM TWO limit or deductible applies.)
	Comprehensive	\$ MINUS \$ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR
	Specified Causes Of Loss	\$ MINUS \$ DEDUCTIBLE FOR ALL PERILS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.
	Collision	\$ MINUS \$ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO.
	Comprehensive	\$ MINUS \$ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR
	Specified Causes Of Loss	\$ MINUS \$ DEDUCTIBLE FOR ALL PERILS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.
	Collision	\$ MINUS \$ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO.
	Comprehensive	\$ MINUS \$ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR
	Specified Causes Of Loss	\$ MINUS \$ DEDUCTIBLE FOR ALL PERILS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.
	Collision	\$ MINUS \$ DEDUCTIBLE FOR EACH CUSTOMER'S AUTO.

**PREMIUM FOR ALL LOCATIONS**

Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$

**DIRECT COVERAGE OPTIONS**

Indicate below with an "X" which, if any, Direct Coverage Option is selected.

**EXCESS INSURANCE**

If this box is checked, Garagekeepers Coverage remains applicable on a legal liability basis. However, coverage also applies without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.

**PRIMARY INSURANCE**

If this box is checked, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.

**ITEM SEVEN**

**PHYSICAL DAMAGE COVERAGE – TYPES OF COVERED AUTOS AND INTERESTS IN THESE AUTOS – PREMIUMS – REPORTING OR NONREPORTING BASIS**

Each of the following Physical Damage Coverages that is indicated in ITEM TWO applies only to the types of "autos" and interests indicated below by "X".

COVERAGES	TYPES OF "AUTOS"		INTERESTS COVERED			
	New "Autos"	Used "Autos", Demonstrators And Service Vehicles	Your Interest In Covered "Autos" You Own	Your Interest Only In Financed Covered "Autos"	Your Interest And The Interest Of Any Creditor Named As A Loss Payee	All Interest In Any "Auto" Not Owned By You Or Any Creditor While In Your Possession On Consignment For Sale
Comprehensive						
Specified Causes Of Loss						
Collision						
LOCATION NO.	COVERAGES	LIMIT OF INSURANCE FOR EACH LOCATION			RATES	PREMIUM
	Comprehensive	\$ MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR				\$
	Specified Causes Of Loss	\$ MINUS \$ DEDUCTIBLE FOR ALL PERILS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.				
	Comprehensive	\$ MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR				\$
	Specified Causes Of Loss	\$ MINUS \$ DEDUCTIBLE FOR ALL PERILS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.				
	Comprehensive	\$ MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT; OR				\$
	Specified Causes Of Loss	\$ MINUS \$ DEDUCTIBLE FOR ALL PERILS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH LOSS IN ANY ONE EVENT.				
All	Collision	\$ MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO.				\$
		BLANKET ANNUAL COLLISION RATES				
		First \$50,000	\$50,001 To \$100,000	Over \$100,000	Adjustment Factor	Premium
						\$
<b>TOTAL PREMIUM</b>					\$	

Our limit of insurance for "loss" at locations other than those stated in ITEM THREE.

\$ Additional locations where you store covered "autos"

\$ In transit

**ITEM SEVEN (Cont'd)**

**PREMIUM BASIS** – Reporting (Quarterly or Monthly) or Nonreporting (Indicate Basis Agreed Upon by "X").

**REPORTING BASIS** (Quarterly or Monthly as indicated below by "X")

You must report to us on our form the location of your covered "autos" and their total value at each such location. For your main sales location identified as location no. 1, you must include the total value of all covered "autos" you have furnished or made available to yourself, your executives, your "employees" or family members and other Class II – Non-Employees, and covered "autos" that are temporarily displayed or stored at locations other than those stated in ITEM THREE above. For your main sales location you must include the total value of all service vehicles.

**YOUR REPORTING BASIS IS:**

**QUARTERLY**

You must give us your first report by the fifteenth of the fourth month after the policy begins. Your subsequent reports must be given to us by the fifteenth of every third month. Your reports must contain the value for the last business day of every third month coming within the policy period.

**MONTHLY**

You must give us your reports by the fifteenth of every month. Your reports will contain the total values you had on the last business day of the preceding month.

Premiums will be calculated pro rata of the annual premium for the exposures contained in each report. At the end of each policy year we will add the monthly premiums or the quarterly premiums to determine your final premium due for the entire policy year. The estimated total premiums shown above will be credited against the final premium due.

**NONREPORTING BASIS**

Stated limit of insurance shown above applies.

<b>Loss Payee</b> – Any loss is payable as interest may appear to you and:
<b>See Schedule of Loss Payees</b>

**ITEM EIGHT**

**MEDICAL PAYMENTS COVERAGE. REFER TO ITEM NINE FOR COVERED AUTOS INSURED ON A SPECIFIED CAR BASIS.**

<b>COVERAGE</b>	<b>PREMIUM DETERMINATION</b>	<b>PREMIUM</b>
Auto Medical Payments Only	Auto Medical Payments Premium Equals % Of The Liability Premium.	\$
Premises And Operations Medical Payments (Does Not Apply To Bodily Injury Caused By Any Auto)	Premises And Operations Medical Payments Premium Equals % Of The Liability Premium.	\$
Premises And Operations And Auto Medical Payments	Premises And Operations And Auto Medical Payments Premium Equals % Of The Liability Premium.	\$

**ITEM NINE**

**SCHEDULE OF COVERED AUTOS WHICH ARE FURNISHED TO SOMEONE OTHER THAN A CLASS I OR CLASS II OPERATOR OR WHICH ARE INSURED ON A SPECIFIED CAR BASIS**

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	
	SEE SCHEDULE OF COVERED AUTOS							
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.			
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	
Total Premium								

All Other Terms and Conditions Remain Unchanged.



Policy Number

Renewal of Policy #

# Plaza Insurance Company COMMON POLICY DECLARATIONS

**Item 1.** Named Insured and Mailing Address

Agent Name and Address

Agent No.

**Item 2.** Policy Period:

From:

To

**At 12:01 A.M., Standard Time at your mailing address shown above.**

**Item 3.** Business Description:

Form of Business:

**Item 4.** In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

**Coverage Part(s)**

**Premium**

Commercial Property Coverage Part

Commercial General Liability Coverage Part

Commercial Crime Coverage Part

Commercial Inland Marine Coverage Part

Commercial Auto (Business or Truckers) Coverage Part

Commercial Garage Coverage Part

**Total Policy Premium:**

**Item 5.** Forms and Endorsements

Form(s) and Endorsement(s) made a part of this policy at time of issue:

**See Schedule of Forms and Endorsements**

**Plaza Insurance Company**  
Hereinafter Referred To As The Company



\_\_\_\_\_  
President

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

700 WEST 4<sup>TH</sup> STREET, SUITE 350, KANSAS CITY, MO 64112

## GARAGE DECLARATIONS

POLICY NO.: \_\_\_\_\_

Producer

Agent No.:

### ITEM ONE

NAMED INSURED:

MAILING ADDRESS:

POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_  
at 12:01 A.M. Standard Time at your mailing address shown above.

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

### FORM OF BUSINESS:

CORPORATION

LIMITED LIABILITY COMPANY

INDIVIDUAL

PARTNERSHIP

OTHER \_\_\_\_\_

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Premium shown is payable at inception:

AUDIT PERIOD (IF APPLICABLE)		ANNUALLY		SEMI-ANNUALLY		QUARTERLY		MONTHLY
------------------------------	--	----------	--	---------------	--	-----------	--	---------

### ENDORSEMENTS ATTACHED TO THIS POLICY:

IL 00 17 – Common Policy Conditions

IL 00 21 – Broad Form Nuclear Exclusion

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

COUNTERSIGNED \_\_\_\_\_ BY \_\_\_\_\_  
(Date) (Authorized Representative)

### NOTE

OFFICERS' FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSEWHERE AT THE COMPANY'S OPTION.

THIS DECLARATION MUST BE COMPLETED BY THE ATTACHMENT OF A SUPPLEMENTARY SCHEDULE.

**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 Garage Coverage Form next to the name of the coverage. Entry of a symbol next to Liability provides coverage for "garage operations".

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the Covered Autos Section of the Garage Coverage Form shows which autos are covered autos.)	LIMIT			PREMIUM
		Each "Accident" "Garage Operations"	"Auto" Only	Other Than "Auto" Only	
LIABILITY		\$	\$	\$	\$
PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage)		SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS \$ DEDUCTIBLE			\$
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 \$ DEDUCTIBLE FOR EACH ACCIDENT.			\$
MEDICAL PAYMENTS		\$			\$
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		SEPARATELY STATED IN EACH MEDICAL EXPENSE AND INCOME LOSS BENEFITS ENDORSEMENT.			\$
UNINSURED MOTORISTS		\$			\$
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)		\$			\$
GARAGEKEEPERS COMPREHENSIVE COVERAGE		SEPARATELY STATED FOR EACH LOCATION IN ITEM SIX.			\$
GARAGEKEEPERS SPECIFIED CAUSES OF LOSS COVERAGE		SEPARATELY STATED FOR EACH LOCATION IN ITEM SIX.			\$

**ITEM TWO**

**SCHEDULE OF COVERAGES AND COVERED AUTOS (Cont'd)**

<b>COVERAGES</b>	<b>COVERED AUTOS (Entry of one or more of the symbols from the Covered Autos Section of the Garage Coverage Form shows which autos are covered autos.)</b>	<b>LIMIT</b>	<b>PREMIUM</b>
GARAGEKEEPERS COLLISION COVERAGE		SEPARATELY STATED FOR EACH LOCATION IN ITEM SIX	\$
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. See Supplementary Schedule For Dealers "Autos" And "Autos" Held For Sale By Trailer Dealers And Non-Dealers.	\$
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See Supplementary Schedule For Dealers "Autos" And "Autos" Held For Sale By Trailer Dealers And Non-Dealers.	\$
PHYSICAL DAMAGE COLLISION COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO. See Supplementary Schedule For Dealers "Autos" And "Autos" Held For Sale By Trailer Dealers And Non-Dealers.	\$
PHYSICAL DAMAGE TOWING AND LABOR		\$ For Each Disablement Of A Private Passenger "Auto".	\$
		<b>TAX/SURCHARGE/FEE</b>	\$
		<b>PREMIUM FOR ENDORSEMENTS</b>	\$
		<b>*ESTIMATED TOTAL PREMIUM</b>	\$

\*This policy may be subject to final audit.

# Plaza Insurance Company

700 West 47<sup>th</sup> Street, Suite 350, Kansas City, MO 64112

## Business Auto Policy DECLARATIONS

POLICY NO.: \_\_\_\_\_

Producer

Agent No.: \_\_\_\_\_

### ITEM ONE

NAMED INSURED:

MAILING ADDRESS:

POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_ at 12:01 A.M. Standard Time at your mailing address shown above.

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

### FORM OF BUSINESS:

CORPORATION

LIMITED LIABILITY COMPANY

INDIVIDUAL

PARTNERSHIP

OTHER \_\_\_\_\_

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Premium shown is payable at inception:

AUDIT PERIOD (IF APPLICABLE)

ANNUALLY

SEMI-  
ANNUALLY

QUARTERLY

MONTHLY

### ENDORSEMENTS ATTACHED TO THIS POLICY:

IL 00 17 – Common Policy Conditions (IL 01 46 in Washington)

IL 00 21 – Broad Form Nuclear Exclusion (Not Applicable in New York)

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

COUNTERSIGNED \_\_\_\_\_ BY \_\_\_\_\_  
(Date) (Authorized Representative)

### NOTE

OFFICERS' FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSEWHERE AT THE COMPANY'S OPTION.

# Plaza Insurance Company

## 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 \$ DEDUCTIBLE.	\$
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 \$ DEDUCTIBLE FOR EACH ACCIDENT.	\$
AUTO MEDICAL PAYMENTS		\$	\$
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		SEPARATELY STATED IN EACH MEDICAL EXPENSE AND INCOME LOSS BENEFITS ENDORSEMENT.	\$
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 \$ DEDUCTIBLE 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 \$ DEDUCTIBLE 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 \$ DEDUCTIBLE FOR EACH COVERED AUTO. See ITEM FOUR For Hired Or Borrowed "Autos".	\$
PHYSICAL DAMAGE TOWING AND LABOR		\$	\$
<b>TAX/SURCHARGE/FEE</b>			<b>\$</b>
<b>PREMIUM FOR ENDORSEMENTS</b>			<b>\$</b>
<b>ESTIMATED TOTAL PREMIUM</b>			<b>\$</b>

\*This policy may be subject to final audit.

# Plaza Insurance Company

**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	
	See Schedule of Covered								
	Autos You Own								
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	Code	
					Liab.	Phy. Dam.			
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		
<b>Total Premium</b>									

# Plaza Insurance Company

**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		MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia Only)					
	Limit	Premium	Limit Stated In Each Medical Expense And Income Loss Endorsement For Each Person				Premium	
Total Premium								
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.)							
	COMPREHENSIVE		SPECIFIED CAUSES OF LOSS		COLLISION		TOWING & LABOR	
	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Per Disablement	Premium
Total Premium								

# Plaza Insurance Company

**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>				\$
LIABILITY COVERAGE – RATING BASIS, NUMBER OF DAYS (FOR MOBILE OR FARM EQUIPMENT) – RENTAL PERIOD BASIS)				
STATE	ESTIMATED NUMBER OF DAYS EQUIPMENT WILL BE RENTED	BASE PREMIUM	FACTOR	PREMIUM
		\$		\$
<b>TOTAL PREMIUM</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.

**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 \$ DEDUCTIBLE 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 \$ DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.	\$	\$	\$
COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO.	\$	\$	\$
<b>TOTAL PREMIUM</b>				\$

**ITEM FIVE**

**SCHEDULE FOR NON-OWNERSHIP LIABILITY**

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other Than Garage Service Operations And Other than Social Service Agencies	Number of Employees		\$
	Number of Partners		\$
Garage Service Operations	Number of Employees Whose Principal Duty Involves The Operation of Autos		\$
Social Service Agencies	Number of Employees		\$
	Number of Volunteers		\$
<b>TOTAL</b>			\$

# Plaza Insurance Company

**ITEM SIX**

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

ESTIMATED YEARLY	RATES				PREMIUMS			
	Per \$100 of Gross Receipts Per Mile							
	LIABILITY COVERAGE	AUTO MEDICAL PAYMENTS	MEDICAL EXPENSE BENEFITS (VA Only)	INCOME LOSS BENEFITS (VA ONLY)	LIABILITY COVERAGE	AUTO MEDICAL PAYMENTS	MEDICAL EXPENSE BENEFITS (VA Only)	INCOME LOSS BENEFITS (VA ONLY)
Gross Receipts Mileage	\$	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL PREMIUMS</b>					\$	\$	\$	\$
<b>MINIMUM PREMIUMS</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.

Policy Number

**SCHEDULE OF FORMS AND ENDORSEMENTS**

Named Insured:

Effective Date:

12:01 A.M. Standard Time

Agent Name

Agent No.

**PIC 10005 (09/08)**





Policy Number

**SCHEDULE OF NAMED INSURED(S)**

Named Insured

Effective Date:  
12:01 A.M. Standard Time

Agent Name

Agent No.

Policy Number

**SCHEDULE OF TAXES, SURCHARGES OR FEES**

Named Insured

Effective Date:

12:01 A.M. Standard Time

Agent Name

Agent No.

TAXES / SURCHARGES / FEES / DETAILED BREAKDOWN:

**TOTAL** \$ \_\_\_\_\_

Policy Number

Endorsement No.

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

**Plaza Insurance Company  
COMMON POLICY CHANGE ENDORSEMENT**

Named Insured

Effective Date:

12:01 A.M. Standard Time

Agent Name

Agent No.

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

**COVERAGE PART INFORMATION – Coverage parts affected by this change as indicated by  below.**

- Commercial Property
- Commercial General Liability
- Commercial Crime
- Commercial Inland Marine
- Commercial Auto or Garage

The following item(s):

Insured's Name

Insured's Mailing Address

Policy Number

Company

Effective/Expiration Date

Insured's Legal Status/Business of Insured

Payment Plan

Premium Determination

Additional Interested Parties

Coverage Forms and Endorsements

Limits/Exposures

Deductibles

Covered Property/Location Description

Classifications/Class Codes

Rates

Underlying Exposure/Insurance

is (are) changed to read **{See Additional Page(s)}**

The above amendments result in a change in premium as follows:

**This premium does not include taxes and surcharges.**

No Changes

To be Adjusted at Audit

Additional

Return

**Tax and Surcharge Changes**

Additional

Return

Countersigned By:

\_\_\_\_\_  
AUTHORIZED AGENT

Policy Number

Endorsement #:

**COMMON POLICY CHANGE ENDORSEMENT**

Named Insured

Effective Date:

12:01 A.M. Standard Time

Agent Name

Agent No.

**POLICY CHANGES ENDORSEMENT DESCRIPTION (CONT'D)**

**REMOVAL PERMIT**

If this policy includes the Commercial Property Coverage Part, the following applies with respect to the Coverage Part:  
If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

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

**TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS COVERAGE FORM
- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- PRODUCTS/COMPLETED OPERATION LIABILITY COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:  
(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured	
Endorsement Effective	Policy Number

The following CONDITION is added:

If this Coverage Form and any other Coverage Form or policy under which you are an insured, issued by us or any companies affiliated with us, apply to the same "accident" or "occurrence", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

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

\_\_\_\_\_  
Date

**All Other Terms and Conditions Remain Unchanged.**

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

**ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

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

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 the policy unless another date is indicated below:

(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured	
Endorsement Effective	Policy Number

**SCHEDULE**

<b>Name of Additional Insured Person(s) or Organization(s):</b>
---

**A. Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

arising out of use of a covered "auto" in your business when such use is pursuant to a written contract or agreement between you and the additional insured.

**B.** With respect to the insurance afforded to the additional insured, the following additional exclusions apply: This insurance does not apply to:

1. "Bodily injury" or "property damage" arising out of the maintenance of a covered "auto" by the additional insured;
2. "Bodily injury" or "property damage" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement; and
3. Any "accident" which takes place after the contract or agreement between you and the additional insured is terminated.

- C. The insurance provided under this endorsement is excess over any other valid and collectible insurance available to the additional insured, unless you have agreed in a written contract or agreement for this insurance to apply on a primary or non-contributory basis.

**All Other Terms and Conditions Remain Unchanged.**

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

## **LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

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

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 the policy unless another date is indicated below:  
(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured	
Endorsement Effective	Policy Number

### **SCHEDULE**

<b>Insurance Company:</b>	
<b>Policy Number:</b>	<b>Effective Date:</b>
<b>Expiration Date:</b>	
<b>Named Insured:</b>	
<b>Address:</b>	
<b>Additional Insured (Lessor):</b>	
<b>Address:</b>	
<b>Designation Or Description Of "Leased Autos":</b>	

Coverages	Limit Of Insurance
<b>Liability</b>	\$ Each "Accident"
<b>Comprehensive</b>	Stated Amount Value, Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
<b>Collision</b>	Stated Amount Value, Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
<b>Specified Causes Of Loss</b>	Stated Amount Value, Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Coverage**

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.
2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You;
  - b. Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. 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 extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

**All Other Terms and Conditions Remain Unchanged.**

Policy Number

Endorsement No.

**SCHEDULE OF AUTO CHANGES**

Named Insured

Effective Date:

12:01 A.M. Standard Time

Agent Name

Agent No.

**Coverage affected by this change is Added, Deleted or Changed as indicated below.**

Covered Auto No.	Description	Except for towing, all physical damage loss is payable to you and the loss payee named below as interests may appear.
	Year, Model, Trade Name, Body Type, Serial Number(s), Vehicle Identification Number (VIN)	
		<b>See Schedule of Loss Payees, if applicable</b>

Covered Auto No.	Territory	Purchased		Classification
	Town & State Where Covered Auto Will Be Principally Garaged	Original Cost New	Valuation SA = Stated Amount ACV = Actual Cash Value	Business Use S = Service R = Retail C = Commercial

Covered Auto No.	Classification						
	Radius of Operation in Miles	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code
				Liability	Physical Damage		

**All Other Terms and Conditions Remain Unchanged.**

Policy Number

**SCHEDULE OF COVERED AUTOS YOU OWN**

Named Insured

Effective Date:

12:01 A.M. Standard Time

Agent Name

Agent No.

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

Covered Auto No.	Description			Except for towing, all physical damage loss is payable to you and the loss payee named below as interests may appear.			
	Year, Model, Trade Name, Body Type, Serial Number(s) Vehicle Identification Number (VIN)						
				<b>See Schedule of Loss Payees, if applicable</b>			
Covered Auto No.	Territory		Purchased		Classification		
	Town & State Where Covered Auto Will Be Principally Garaged		Original Cost New	Valuation SA = Stated Amount ACV = Actual Cash Value	Business Use S = Service R = Retail C = Commercial		
Covered Auto No.	Classification						
	Radius of Operation in Miles	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code
				Liability	Physical Damage		

Policy Number

**SCHEDULE OF REGISTRATION/DEALER PLATE NUMBERS**

Named Insured

Effective Date:

12:01 A.M. Standard Time

Agent Name

Agent No.

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

**AUTO TRANSPORTER ENDORSEMENT**

This endorsement modifies insurance provided under the following:

- MOTOR TRUCK CARGO LIABILITY COVERAGE
- MOTOR TRUCK CARGO LEGAL LIABILITY COVERAGE FORM
- ON HOOK PHYSICAL DAMAGE LEGAL LIABILITY COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:  
(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured	
Endorsement Effective	Policy Number

This following provision is added to VALUATION:

The extent and classification of any damage occurring to a motor vehicle while the motor vehicle is in carrier's custody shall be made by, hereafter referred to as the shipper, and shipper shall be the sole judge as to the damage category: **3.** Repairable to a new car condition, **4.** constructive total loss – repair to used car standards (CTL) or **5.** total loss for scrap (TL).

- 3.** If shipper determines that the motor vehicle can be repaired to a new car condition, carrier shall be liable to shipper for the full actual loss and damage to the motor vehicle (cost of repair plus any applicable survey fee).
- 4.** If shipper determines that the motor vehicle is a constructive total loss, CTL, (can be repaired to safe driving condition, but not to new car condition) CTL will be released to the carrier at dealer cost, "as is, where is, and without warranty". As an alternative, and at shipper's sole discretion, the motor vehicle may be repaired, placed into company service and then sold as a used car. Carrier would then be liable for the cost of the repair plus 20% of the dealer new car cost plus any survey fees.
- 5.** If shipper determines that the motor vehicle is a total loss for scrap only (damage to the point that the safety and/or performance may be questioned despite repairs), carrier shall be liable to shipper for the full dealer cost of the motor vehicle, including survey fees, salvage yard/storage fees, less a salvage allowance of 10% of the dealer cost. Shipper will retain possession of the motor vehicle and arrange for final disposition of the scrap.

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

\_\_\_\_\_  
Date

**All Other Terms and Conditions Remain Unchanged.**

Policy Number

Endorsement No.

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

**COMMON POLICY CHANGE ENDORSEMENT**

Named Insured

Effective Date:

12:01 A.M. Standard Time

Agent Name

Agent No.

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

**COVERAGE PART INFORMATION – Coverage parts affected by this change as indicated by  below.**

- Commercial Property
- Commercial General Liability
- Commercial Crime
- Commercial Inland Marine
- Commercial Auto or Garage

The following item(s):

Insured's Name

Insured's Mailing Address

Policy Number

Company

Effective/Expiration Date

Insured's Legal Status/Business of Insured

Payment Plan

Premium Determination

Additional Interested Parties

Coverage Forms and Endorsements

Limits/Exposures

Deductibles

Covered Property/Location Description

Classifications/Class Codes

Rates

Underlying Exposure/Insurance

is (are) changed to read **{See Additional Page(s)}**

The above amendments result in a change in premium as follows:

**This premium does not include taxes and surcharges.**

No Changes

To be Adjusted at Audit

Additional NO CHANGE

Return

**Tax and Surcharge Changes**

Additional

Return

Countersigned By:

\_\_\_\_\_  
AUTHORIZED AGENT

Policy Number

Endorsement #:

**COMMON POLICY CHANGE ENDORSEMENT**

Named Insured

Effective Date:

12:01 A.M. Standard Time

Agent Name

Agent No.

**POLICY CHANGES ENDORSEMENT DESCRIPTION**

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

**OPERATION OF CUSTOMERS AUTOS ON PARTICULAR PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A.** Exclusion **g.** of Paragraph **2.**, **Exclusions of Coverage A – Bodily Injury And Property Damage Liability (Section I – Coverages)** does not apply to any "customer's auto" while on or near those premises you own, rent or control that are used for any of the following businesses:

1. Auto Repair or Service Shops;
2. Car Washes;
3. Gasoline Stations;
4. Tire Dealers;
5. Automobile Quick Lubrication Services.

**B.** The following definition is added to the Definitions Section:

"Customer's auto" means an "auto" on those premises for the purpose of receiving the services normally provided in connection with those businesses but does not include an "auto" owned by or rented or loaned to any insured.

**REMOVAL PERMIT**

If this policy includes the Commercial Property Coverage Part, the following applies with respect to the Coverage Part: If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

All Other Terms and Conditions Remain Unchanged.

**EXCLUSION OF NAMED DRIVER AND  
PARTIAL REJECTION OF COVERAGES**

**This Endorsement Changes the Policy – Please Read it Carefully**

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM

You agree that none of the insurance coverages afforded by this policy shall apply while \_\_\_\_\_  
is operating a covered "auto" or any other motor vehicle. (Excluded Driver)

You further agree that this endorsement will also serve as a rejection of uninsured/underinsured motorists coverage and personal injury protection coverage while a covered "auto" or any other motor vehicle is operated by the excluded driver.

Acknowledged by \_\_\_\_\_  
(Signature of Excluded Driver)

Date Signed \_\_\_\_\_

Signature of Name Insured \_\_\_\_\_

Date Signed \_\_\_\_\_

This endorsement is effective on the inception date of the policy unless otherwise stated herein.

**All Other Terms and Conditions Remain Unchanged.**

# PLAZA INSURANCE COMPANY

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

## **EXCLUSION OF NAMED DRIVER FOR SPECIFIED VEHICLES AND PARTIAL REJECTION OF COVERAGES**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS COVERAGE FORM
- COMMERCIAL UMBRELLA COVERAGE FORM

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

(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured	
Endorsement Effective	Policy Number

### SCHEDULE

Type of vehicle or auto: See Schedule of Covered Autos
---

You agree that none of the insurance coverages afforded by this policy shall apply while \_\_\_\_\_ is operating any covered "auto" of the type described in the above schedule.  
(Excluded Driver)

You further agree that this endorsement will also serve as a rejection of uninsured/underinsured motorists coverage and personal injury protection coverage while any covered "auto" of the type described in the above schedule is operated by the excluded driver.

Acknowledged by \_\_\_\_\_  
(Signature of Excluded Driver)

Date Signed \_\_\_\_\_

Signature of Named Insured \_\_\_\_\_

Date Signed \_\_\_\_\_

**All Other Terms and Conditions Remain Unchanged.**



Policy Number

**SCHEDULE OF LOSS PAYEE(S)**

Named Insured

Effective Date:

12:01 A.M. Standard Time

Agent Name

Agent No.

**Loss Payee and Mailing Address**

**Designation or Description of Auto**

**NOTICE**  
**UNREPORTED DRIVERS – NEW DRIVERS**

ALL NEW OPERATORS AND DRIVERS HIRED OR DESIGNATED DURING THE TERM OF THIS POLICY MUST BE IMMEDIATELY REPORTED TO THE COMPANY. YOUR SCHEDULE OF DRIVERS IS MATERIAL TO THE RISK WE INSURE. YOUR FAILURE TO REPORT A NEW OPERATOR OR DRIVER IS A MATERIAL MIS-REPRESENTATION OF THE RISK WE INSURE AND INCREASES THE HAZARD INSURED AGAINST. FAILURE TO REPORT A NEW OPERATOR OR DRIVER MAY RESULT IN CANCELLATION OF YOUR POLICY.

NEWLY AUTHORIZED OPERATORS AND DRIVERS SHOULD BE REPORTED TO YOUR AGENT.

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

**BAILEE ENDORSEMENT**

This endorsement modifies insurance provided under the following:  
GARAGEKEEPERS COVERAGE ENDORSEMENT

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 the policy unless another date is indicated below:  
(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured	
Endorsement Effective	Policy Number

**A. The following is added to B. Coverage, 1.:**

We will pay all sums the "insured" legally must pay as damages for "loss" to personal property of others in a "customer's auto" in the "insured's" care while the "insured" is attending, servicing, repairing, parking or storing it in your "garage operations".

**B. With respect to the additional coverage afforded to the "insured" by this endorsement, the Limit of Insurance and deductible is as follows:**

**1. Limit of Insurance**

Regardless of the number of "autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for "loss" to personal property of others in any one "auto" in the "insured's" care is \$2,500.00.

**2. Deductible**

A deductible of \$500.00 shall be deducted for all "loss" in any one event.

**All Other Terms and Conditions Remain Unchanged.**

# PLAZA INSURANCE COMPANY

## TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2007 ADVISORY NOTICE TO POLICYHOLDERS

THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT PART OF THE POLICY.

This Notice is designed to alert you to coverage changes that will affect your policy should you accept or reject terrorism coverage. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply. **PLEASE READ YOUR POLICY CAREFULLY AND CONTACT THE COMPANY OR YOUR AGENT IF YOU HAVE ANY QUESTIONS.**

The Terrorism Risk Insurance Act of 2002 established a program, the Terrorism Risk Insurance Program (the "Program"), under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. That Program, by extension in 2005, was scheduled to expire on December 31, 2007, but it has been extended once again until December 31, 2014 by the Terrorism Risk Insurance Program Reauthorization Act of 2007. Pursuant to the Program, every insurer is required to make coverage available for certain acts of terrorism, and an insured can either accept or reject that coverage.

At the time your policy was bound, issued or quoted, Congress had not yet acted to extend the Program, and the Program was scheduled to expire before your policy went into effect. Accordingly, coverage for certified acts of terrorism was not made available to you. With the extension of the Program, we must now make coverage available for you for certain acts of terrorism.

Please carefully review the attached DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE. The Disclosure Notice explains the coverage that is available for an additional premium. The Disclosure Notice also contains the additional premium amount that will be charged to you if you accept coverage for certain acts of terrorism. If, instead, you wish to reject the coverage, please sign and return the Disclosure Notice promptly.

**Please note: Your failure to return a signed Disclosure Notice rejecting the terrorism coverage that is offered will result in an automatic attachment of the coverage to your policy and the assessment of the applicable premium for such coverage.**

**PLAZA INSURANCE COMPANY**  
**DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the United States Terrorism Risk Act of 2002 (Public Law 107-97), as modified and extended by the Terrorism Risk Insurance Extension Act of 2005 and the Terrorism Risk Insurance Program Reauthorization Act of 2007, you now have a right to purchase insurance coverage for losses arising out of an act of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the United States Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States: to be a violent act or an act that is dangerous to human life; property; or infrastructure; to have resulted in damages within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**IF YOU ARE ISSUED THE NEW OR RENEWAL POLICY FOR WHICH THIS QUOTE IS BEING PROVIDED, STONINGTON INSURANCE COMPANY WILL PROVIDE COVERAGE FOR AN ACT OF TERRORISM AS DEFINED IN THE ACT UNLESS YOU ADVISE US IN WRITING THAT YOU DO NOT WANT COVERAGE AGAINST AN ACT OF TERRORISM BY SIGNING AND RETURNING THIS NOTICE TO STONINGTON INSURANCE COMPANY BEFORE THE EFFECTIVE DATE OF THE POLICY.**

You should know that coverage provided by a policy for losses caused by a certified act of terrorism is partially reimbursed by the United States under a formula established by United States federal law. Under the formula, the United States federal government pays 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. **YOU SHOULD ALSO KNOW THAT THE ACT CONTAINS A \$100 BILLION CAP THAT LIMITS THE UNITED STATES' AND STONINGTON'S LIABILITY FOR LOSSES RESULTING FROM A CERTIFIED "ACT OF TERRORISM" IN ANY GIVEN CALENDAR YEAR. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.** The premium charged by Stonington Insurance Company for coverage against an act of terrorism does not include any charges for the portion of loss covered by the United States federal government under the Act.

PREMIUM FOR COVERAGE AGAINST AN ACT OF TERRORISM: \$\_\_\_\_\_.

**Please note:** If you elect to reject this offer of terrorism coverage by signing below, your rejection will not be recognized to the limited extent that the law of your state makes it mandatory that the company provide coverage against terrorism. If the law of your state, separate from the Act, requires that your policy provide coverage against terrorism, your policy will provide such coverage in accordance with and as limited by the law of your state. The portion of the premium shown above attributable to any such required state mandated terrorism coverage is \$\_\_\_\_\_. The amount is part of the overall premium charges for your insurance policy and as a result of the mandatory coverage, will be charged to you as premium notwithstanding any request by you to reject coverage under the Act.

**I hereby reject the option to include coverage for an act of terrorism in the policy. I understand that the policy will not provide coverage for losses arising from an act of terrorism.**

\_\_\_\_\_  
Policyholder/Applicant's Signature

Plaza Insurance Company

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Policy Number/Quote Number

\_\_\_\_\_  
Name of Policyholder/Applicant

\_\_\_\_\_  
Date

## SIGNATURE ENDORSEMENT

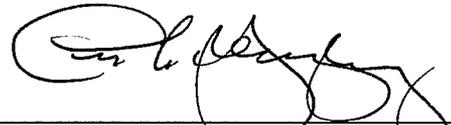
By signing and delivering the policy to you, we state that it is a valid contract when countersigned by our authorized representative.

**PLAZA INSURANCE COMPANY**  
Kansas City, Missouri



---

Secretary



---

President

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

**EXCLUSION OF ASSAULT AND BATTERY**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS COVERAGE FORM
- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- COMMERCIAL UMBRELLA COVERAGE FORM
- COMMERCIAL FOLLOW FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:  
(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured	
Endorsement Effective	Policy Number

This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of:
  - a. Assault and/or battery, any altercation, offensive contact, apprehension of offensive contact, or threat by words or deeds; or
  - b. Any act or omission in connection with the prevention or suppression of an assault and/or battery.
  - c. The
    1. Employment;
    2. Investigation;
    3. Supervision;
    4. Reporting to the proper authorities, or failure to so report; or
    5. Retention;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by **a.** or **b.** above.
2. This exclusion applies regardless of intent and without regard to:
  - a. Whether the acts are alleged to be by or at the instruction or direction of an insured, an insured's officers, employees, agents or servants; or by another person lawfully or otherwise on or near premises owned or occupied by an insured; or by any other person; or
  - b. Any alleged failure of an insured, or an insured's officers, employees, agents or servants to prevent, bar or halt any such conduct.

**All Other Terms and Conditions Remain Unchanged.**

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

**EXCLUSION OF INJURY OR DAMAGE CAUSED BY FIREARMS**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS COVERAGE FORM
- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- COMMERCIAL UMBRELLA COVERAGE FORM
- COMMERCIAL FOLLOW FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:  
(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured	
Endorsement Effective	Policy Number

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal and advertising injury" or "loss" caused by, resulting from or arising out of the ownership, possession, entrustment, discharge or use of any firearm. Use includes, but is not limited to, operation, maintenance and loading or unloading.
2. This exclusion applies regardless of intent and without regard to:
  - a. Whether the ownership, possession, entrustment, discharge or use of the firearm is alleged to be by or at the instruction or direction of an insured; an insured's officers, employees, agents or servants; by another person lawfully or otherwise on or near premises owned or occupied by an insured; or by any other person; or
  - b. Any alleged failure of an insured, or an insured's officers, employees, agents or servants to prevent, bar or halt any such ownership, possession, entrustment, discharge or use of a firearm.

**All Other Terms and Conditions Remain Unchanged.**

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

**EXCLUSION OF INJURY OR DAMAGE CAUSED BY ANIMALS**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS COVERAGE FORM
- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- COMMERCIAL UMBRELLA COVERAGE FORM
- COMMERCIAL FOLLOW FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:  
(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured	
Endorsement Effective	Policy Number

This insurance does not apply to:

Any “bodily injury”, “property damage” , “personal and advertising injury” or “loss(es)” caused by or resulting from an “animal” owned by, leased or loaned to, or in the care, custody or control of any insured;

“animal” means any animal kept as a pet or guard animal, or that lives in association with people, including, but not limited to, a dog, cat, horse, sheep, goat, cow, pig, or bird.

**All Other Terms and Conditions Remain Unchanged.**

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

**EXCLUSION OF PUNITIVE, EXEMPLARY, OR MULTIPLE DAMAGES**

This endorsement modifies insurance provided under the following:  
BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
COMMERCIAL UMBRELLA COVERAGE FORM  
COMMERCIAL FOLLOW FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:  
(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured	
Endorsement Effective	Policy Number

This insurance does not apply to and we have no duty to defend:

Any claim, demand, "suit" or indemnification for punitive damages or exemplary damages, fines, penalties, or any increase in damages resulting from the multiplication or increase of compensatory or actual damages.

In compliance with Arkansas Bulletin 482, punitive or exemplary damages are defined as those damages imposed to punish a wrongdoer and to deter others from similar conduct.

**All Other Terms and Conditions Remain Unchanged.**

PIC 10240- AR (09/08)

Page 1 of 1

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

**VEHICLE TITLE ERRORS AND OMISSIONS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS COVERAGE FORM
- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- COMMERCIAL UMBRELLA POLICY
- COMMERCIAL FOLLOW FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below: (The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured	
Endorsement Effective	Policy Number

ANNUAL PREMIUM                      \$ \_\_\_\_\_

It is agreed that the insurance is extended to include the following agreement:

**SCHEDULE**

Per Claim Limit of Insurance	\$ _____	Any one negligent act, error or omission or series of continuous, repeated or related errors or omissions.
Aggregate Limit of Insurance	\$ _____	The sum of all covered damages during the policy period.

**COVERAGE**

We will pay on your behalf all sums which the "insured" shall become legally obligated to pay as damages, including **Claim Expenses**, from any negligent act, error or omission arising out of the failure to properly identify in motor vehicle title papers, the mortgagee or legal owner, provided such error or omission occurs during the policy period. However, coverage applies only if:

1. the purchaser, with criminal intent to defraud the mortgagee or legal owner, sells or transfers the title and then only if,
2. the mortgagee or legal owner makes a claim or brings "suit" against the "insured" for damages because of the negligent act, error or omission in title registration.

Our duty to defend ends for this coverage when the Limit of Insurance for this coverage has been exhausted by payment(s).

**LIMITS OF INSURANCE**

The per claim limit of liability specified in the Schedule above is for each negligent, act, error or omission or series of continuous, repeated or related acts, errors or omissions committed during the policy period.

The aggregate limit of liability specified in the Schedule above is the annual aggregate for the sum total of all payments for damages arising from all negligent acts, error or omissions committed during the policy period regardless of the number of claims or number of insureds under this policy. This includes **Claim Expenses** from all claims or "suits" to which this Policy applies. **Claim Expenses** are part of, and not in addition to, the limit of liability.

We shall not be obligated to pay any damages or **Claim Expenses** or to defend or continue to defend any claim or "suit" after the limit of liability has been exhausted. In such case, we shall have the right to withdraw from the further investigation or defense of any pending claim or "suit" by tendering control of such investigation or defense of the "insured" and the "insured" agrees, as a condition to the issuance of this policy, to accept such tender and proceed solely at its own cost and expense.

**DEDUCTIBLE**

A \$1,000.00 deductible shall apply to each claim under this endorsement. We shall only be liable for the amount of loss exceeding the deductible.

**EXCLUSIONS**

We will not pay and have no duty to defend any claim or "suit" arising out of:

1. any intentional, dishonest, fraudulent, criminal or malicious act or omission,
2. libel or slander,
3. "Bodily injury", "property damage", or "personal and advertising injury" in conjunction with any garage operations;
4. any act, error or omission that occurs prior to the policy period; or
5. criminal penalties; or
6. an injunction of your activities.

**DEFINITIONS**

Claim Expenses means:

- a. Reasonable fees, costs and expenses charged by attorneys retained or approved by us for a "suit" brought against the "insured"; and
- b. Reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a "suit" including, but not limited to, premiums for any appeal bond, attachment bond or similar bond but without any obligation by us to apply for or furnish such bond.

Claims Expenses shall not include:

- a. Salaries, loss of earnings, reimbursement of the "insured's" your time or attendance required in any investigation, defense or appearance; or
- b. Other remuneration by or to the "insured".

The limit of liability shall first be applied to **Claim Expenses** with the remainder, if any, being the amount available to pay as damages. The determination by us as to the reasonableness of **Claim Expenses** shall be conclusive.

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

\_\_\_\_\_  
Date

**All Other Terms and Conditions Remain Unchanged.**

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

**VEHICLE TITLE ERRORS AND OMISSIONS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS COVERAGE FORM
- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- COMMERCIAL UMBRELLA COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:  
(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured	
Endorsement Effective	Policy Number

ANNUAL PREMIUM                      \$ \_\_\_\_\_

It is agreed that the insurance is extended to include the following agreement:

**SCHEDULE**

Per Claim Limit of Insurance	\$ _____	Any one negligent act, error or omission or series of continuous, repeated or related errors or omissions.
Aggregate Limit of Insurance	\$ _____	The sum of all covered damages during the policy period.

**COVERAGE**

We will pay on your behalf all sums which the "insured" shall become legally obligated to pay as damages, including **Claim Expenses**, from any negligent act, error or omission arising out of the failure to properly identify in motor vehicle title papers, the mortgagee or legal owner, provided such error or omission occurs during the policy period. However, coverage applies only if:

1. the purchaser, with criminal intent to defraud the mortgagee or legal owner, sells or transfers the title and then only if,
2. the mortgagee or legal owner makes a claim or brings "suit" against the "insured" for damages because of the negligent act, error or omission in title registration.

Our duty to defend ends for this coverage when the Limit of Insurance for this coverage has been exhausted by payment(s).

**LIMITS OF INSURANCE**

The per claim limit of liability specified in the Schedule above is for each negligent, act, error or omission or series of continuous, repeated or related acts, errors or omissions committed during the policy period.

The aggregate limit of liability specified in the Schedule above is the annual aggregate for the sum total of all payments for damages arising from all negligent acts, error or omissions committed during the policy period regardless of the number of claims or number of insureds under this policy.

We shall not be obligated to pay any damages or **Claim Expenses** or to defend or continue to defend any claim or "suit" after the limit of liability has been exhausted. In such case, we shall have the right to withdraw from the further investigation or defense of any pending claim or "suit" by tendering control of such investigation or defense of the "insured" and the "insured" agrees, as a condition to the issuance of this policy, to accept such tender and proceed solely at its own cost and expense.

**DEDUCTIBLE**

A \$1,000.00 deductible shall apply to each claim under this endorsement. We shall only be liable for the amount of loss exceeding the deductible.

**EXCLUSIONS**

We will not pay and have no duty to defend any claim or "suit" arising out of:

- 1. any intentional, dishonest, fraudulent, criminal or malicious act or omission,
- 2. libel or slander,
- 3. "Bodily injury", "property damage", or "personal and advertising injury" in conjunction with any garage operations;
- 4. any act, error or omission that occurs prior to the policy period; or
- 5. criminal penalties; or
- 6. an injunction of your activities.

**DEFINITIONS**

Claim Expenses means:

- a. Reasonable fees, costs and expenses charged by attorneys retained or approved by us for a "suit" brought against the "insured"; and
- b. Reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a "suit" including, but not limited to, premiums for any appeal bond, attachment bond or similar bond but without any obligation by us to apply for or furnish such bond.

Claims Expenses shall not include:

- a. Salaries, loss of earnings, reimbursement of the "insured's" your time or attendance required in any investigation, defense or appearance; or
- b. Other remuneration by or to the "insured".

The determination by us as to the reasonableness of **Claim Expenses** shall be conclusive.

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

\_\_\_\_\_  
Date

**All Other Terms and Conditions Remain Unchanged.**

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

**FEDERAL ODOMETER STATUTE ERRORS AND OMISSIONS COVERAGE**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS COVERAGE FORM
- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- COMMERCIAL UMBRELLA POLICY
- COMMERCIAL FOLLOW FORM POLICY

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below: (The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured	
Endorsement Effective	Policy Number

ANNUAL PREMIUM                      \$ \_\_\_\_\_

It is agreed that the insurance is extended to include the following agreement:

**SCHEDULE**

Per Claim Limit of Insurance	\$ _____
Aggregate Limit of Insurance	\$ _____

**COVERAGE**

We will pay on your behalf all sums which the “insured” shall become legally obligated to pay as damages because of an error or omission, occurring during the policy period, in failing to comply with the Federal Motor Vehicle Information and Cost Savings Act and its regulations. (49 U.S.C. Chapter 37, 49 C.F.R. 580) We have the right and duty to defend any “insured” against a “suit” asking for damages on account of such error or omission. However, we have no duty to defend any “insured” against a “suit” asking for damages to which this insurance does not apply. We may make such investigation and settlement of any claim or “suit” as we deem expedient. Our duty to defend ends for this coverage when the Limit of Insurance for this coverage has been exhausted by payments.

**LIMITS OF INSURANCE**

The most we will pay for any one error or omission or series of continuous, repeated or related errors or omissions is the per claim limit of liability specified in the Schedule.

The aggregate limit of liability specified in the Schedule above is the annual aggregate and shall be the maximum aggregate liability for all damages and **Claim Expenses** from all claims or “suits” to which this Policy applies. **Claim Expenses** are part of, and not in addition to, the limit of liability.

We shall not be obligated to pay any damages or **Claim Expenses** or to defend or continue to defend any claim or “suit” after the limit of liability has been exhausted. In such case, we shall have the right to withdraw from the further investigation or defense of any pending claim or “suit” by tendering control of such investigation or defense

of the "insured" and the "insured" agrees, as a condition to the issuance of this policy, to accept such tender and proceed solely at its own cost and expense.

**DEDUCTIBLE**

A \$1,000.00 deductible shall apply to each claim under this endorsement. We shall only be liable for the amount of loss exceeding the deductible.

**EXCLUSIONS**

1. We will not pay for:
  - a. Criminal acts;
  - b. An injunction of your activities; or
  - c. Intentional, dishonest, or fraudulent acts.
2. We will not pay any judgment, costs or attorney fees imposed on the "insured" because of an intentional violation of any federal, state or local law regulating the maintenance of, altering of, resetting of, or tampering with odometers; and
3. We will not cover **Claim Expenses** for:
  - a. Criminal acts;
  - b. An injunction of your activities; or
  - c. Intentional, dishonest, or fraudulent acts.

**DEFINITIONS**

Claim Expenses means:

- a. Reasonable fees, costs and expenses charged by attorneys retained or approved by us for a "suit" brought against the "insured"; and
- b. Reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a "suit" including, but not limited to, premiums for any appeal bond, attachment bond or similar bond but without any obligation by us to apply for or furnish such bond.

Claims Expenses shall not include:

- a. Salaries, loss of earnings, reimbursement of the "insured's" time or attendance required in any investigation, defense or appearance; or
- b. Other remuneration by or to the "insured".

The limit of liability shall first be applied to **Claim Expenses** with the remainder, if any, being the amount available to pay as damages. The determination by us as to the reasonableness of **Claim Expenses** shall be conclusive.

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

\_\_\_\_\_  
Date

**All Other Terms and Conditions Remain Unchanged.**

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

**FEDERAL ODOMETER STATUTE ERRORS AND OMISSIONS COVERAGE**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS COVERAGE FORM
- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- COMMERCIAL UMBRELLA POLICY
- COMMERCIAL FOLLOW FORM POLICY

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below: (The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured	
Endorsement Effective	Policy Number

ANNUAL PREMIUM                    \$ \_\_\_\_\_

It is agreed that the insurance is extended to include the following agreement:

**SCHEDULE**

Per Claim Limit of Insurance	\$ _____
Aggregate Limit of Insurance	\$ _____

**COVERAGE**

We will pay on your behalf all sums which the "insured" shall become legally obligated to pay as damages, including all **Claim Expenses** because of an error or omission, occurring during the policy period, in failing to comply with the Federal Motor Vehicle Information and Cost Savings Act and its regulations. (49 U.S.C. Chapter 37, 49 C.F.R. 580) We have the right and duty to defend any "insured" against a "suit" asking for damages on account of such error or omission. However, we have no duty to defend any "insured" against a "suit" asking for damages to which this insurance does not apply. We may make such investigation and settlement of any claim or "suit" as we deem expedient. Our duty to defend ends for this coverage when the Limit of Insurance for this coverage has been exhausted by payments.

**LIMITS OF INSURANCE**

The most we will pay for any one error or omission or series of continuous, repeated or related errors or omissions is the per claim limit of liability specified in the Schedule.

The aggregate limit of liability specified in the Schedule above is the annual aggregate and shall be the maximum aggregate liability for all damages from all claims or "suits" to which this Policy applies.

We shall not be obligated to pay any damages or **Claim Expenses** or to defend or continue to defend any claim or "suit" after the limit of liability has been exhausted. In such case, we shall have the right to withdraw from the further investigation or defense of any pending claim or "suit" by tendering control of such investigation or defense

of the "insured" and the "insured" agrees, as a condition to the issuance of this policy, to accept such tender and proceed solely at its own cost and expense.

#### **DEDUCTIBLE**

A \$1,000.00 deductible shall apply to each claim under this endorsement. We shall only be liable for the amount of loss exceeding the deductible.

#### **EXCLUSIONS**

1. We will not pay for:
  - a. Criminal acts;
  - b. An injunction of your activities; or
  - c. Intentional, dishonest, or fraudulent acts.
2. We will not pay any judgment, costs or attorney fees imposed on the "insured" because of an intentional violation of any federal, state or local law regulating the maintenance of, altering of, resetting of, or tampering with odometers; and
3. We will not cover **Claim Expenses** for:
  - a. Criminal acts;
  - b. An injunction of your activities; or
  - c. Intentional, dishonest, or fraudulent acts.

#### **DEFINITIONS**

Claim Expenses means:

- a. Reasonable fees, costs and expenses charged by attorneys retained or approved by us for a "suit" brought against the "insured"; and
- b. Reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a "suit" including, but not limited to, premiums for any appeal bond, attachment bond or similar bond but without any obligation by us to apply for or furnish such bond.

Claims Expenses shall not include:

- a. Salaries, loss of earnings, reimbursement of the "insured's" time or attendance required in any investigation, defense or appearance; or
- b. Other remuneration by or to the "insured".

The determination by us as to the reasonableness of **Claim Expenses** shall be conclusive.

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

\_\_\_\_\_  
Date

**All Other Terms and Conditions Remain Unchanged.**

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

**INFLUENZA OR EPIDEMIC EXCLUSION**

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

(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured	
Endorsement Effective	Policy Number

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", loss or damage, or cost or expense arising out of, caused by or resulting from, directly or indirectly:

A. The:

1. infection or feared or suspected infection with;
2. diagnosis of or treatment for, or failure to diagnose or treat;
3. quarantine for or attempted containment of, or failure to quarantine or contain;
4. presence or detection of, or failure to detect;
5. prevention of or vaccination against, or failure to prevent or vaccinate;
6. restrictions on travel due to, or failure to restrict travel due to; or
7. declaration of an epidemic or pandemic due to, or failure to declare an epidemic or pandemic due to:

any type of influenza virus, including but not limited to types A, B or C virus, any subtype or strain of the influenza A, B or C virus (including but not limited to the H5 and H7 subtypes), any similar or related influenza or virus, or any derivation from, reassortment, or mutation (occurring either naturally or through human intervention) of the influenza A, B or C virus, including but not limited to a human influenza virus.

B. Any epidemic, pandemic, pandemic alert or outbreak (or other term of similar meaning) that is declared, announced or otherwise notified by the U.S. Center for Disease Control and Prevention (as such is reported in the Morbidity and Mortality Weekly Report), World Health Organization, or any national, state or local public health organization (or organization acting in a similar capacity).

Exclusion of the epidemic or pandemic infectious disease shall begin as of the date of such announcement or notification and shall continue until the termination date of such epidemic or pandemic; provided, however, that this exclusion shall continue to apply to any individual case of epidemic or pandemic infectious disease contracted during the exclusionary period that continues beyond the termination date.

**All Other Terms and Conditions Remain Unchanged.**

## **INFLUENZA OR EPIDEMIC EXCLUSION NOTICE TO POLICYHOLDERS**

THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT PART OF THE POLICY.

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) shall prevail.

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following new endorsement, which applies to your new or renewal policy being issued by us:

### **Influenza or Epidemic Exclusion**

This endorsement makes an explicit statement regarding a risk that is not covered under your insurance. It points out that there is no coverage for "bodily injury", "property damage", "personal and advertising injury", loss or damage, or cost or expense arising out of, caused by or resulting from, directly or indirectly any type of influenza or other epidemic or pandemic alerts or outbreaks. The exclusion in this endorsement applies to all coverages provided by your insurance policy.

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

**TRUTH IN LENDING ERRORS AND OMISSIONS COVERAGE**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS COVERAGE FORM
- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- COMMERCIAL UMBRELLA POLICY
- COMMERCIAL FOLLOW FORM POLICY

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below: (The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured	
Endorsement Effective	Policy Number

ANNUAL PREMIUM \$ \_\_\_\_\_

It is agreed that the insurance is extended to include the following agreement:

**SCHEDULE**

Per Claim Limit of Insurance	\$ _____
Aggregate Limit of Insurance	\$ _____

**COVERAGE**

We will pay on your behalf all sums which the "insured" shall become legally obligated to pay as damages solely by operation of the Consumer Credit Protection Act, Title 15 U.S.C. § 1640 as amended, for errors or omissions occurring during the policy period. We have the right and duty to defend any "insured" against a "suit" asking for damages on account of such error or omission. However, we have no duty to defend any "insured" against a "suit" asking for damages to which this insurance does not apply. We may make such investigation and settlement of any claim or "suit" as we deem expedient. Our duty to defend ends for this coverage when the Limit of Insurance for this coverage has been exhausted by payment(s).

**LIMITS OF INSURANCE**

The most we will pay for any one error or omission or series of continuous, repeated or related errors or omissions is the per claim limit of liability specified in the Schedule.

**All Other Terms and Conditions Remain Unchanged.**

The aggregate limit of liability specified in the Schedule above is the annual aggregate and shall be the maximum aggregate liability for all damages and **Claim Expenses** from all claims or "suits" to which this Policy applies. **Claim Expenses** are part of, and not in addition to, the limit of liability.

We shall not be obligated to pay any damages or **Claim Expenses** or to defend or continue to defend any claim or "suit" after the limit of liability has been exhausted. In such case, we shall have the right to withdraw from the further investigation or defense of any pending claim or "suit" by tendering control of such investigation or defense of the "insured" and the "insured" agrees, as a condition to the issuance of this policy, to accept such tender and proceed solely at its own cost and expense.

#### **DEDUCTIBLE**

A \$1,000.00 deductible shall apply to each claim under this endorsement. We shall only be liable for the amount of loss exceeding the deductible.

#### **EXCLUSIONS**

1. We will not pay for:
  - a. Criminal acts;
  - b. An injunction of your activities;
  - c. Intentional, dishonest, or fraudulent acts;
  - d. Claims arising out of Consumer Protection Act 15 U.S.C. Section 1611 as amended; or
  - e. Violations of state or local truth-in-lending statutes.
2. We will not pay any judgment, costs or attorney fees imposed on the "insured" because of an intentional violation of the provisions of the Truth in Lending Act; and
3. We will not cover **Claim Expenses** for:
  - a. Criminal acts;
  - b. An injunction of your activities;
  - c. Intentional, dishonest, or fraudulent acts;
  - d. Claims arising out of Consumer Protection Act 15 U.S.C. Section 1611 as amended; or
  - e. Violations of state or local truth-in-lending statutes.

#### **DEFINITIONS**

Claim Expenses means:

- a. Reasonable fees, costs and expenses charged by attorneys retained or approved by us for a "suit" brought against the "insured"; and
- b. Reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a "suit" including, but not limited to, premiums for any appeal bond, attachment bond or similar bond but without any obligation by us to apply for or furnish such bond.

Claims Expenses shall not include:

- a. Salaries, loss of earnings, reimbursement of the "insured's" time or attendance required in any investigation, defense or appearance; or
- b. Other remuneration by or to the "insured".

The limit of liability shall first be applied to **Claim Expenses** with the remainder, if any, being the amount available to pay as damages. The determination by us as to the reasonableness of **Claim Expenses** shall be conclusive.

---

Authorized Representative

---

Date

**All Other Terms and Conditions Remain Unchanged.**

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

**TRUTH IN LENDING ERRORS AND OMISSIONS COVERAGE**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
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- COMMERCIAL UMBRELLA POLICY
- COMMERCIAL FOLLOW FORM POLICY

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below: (The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured	
Endorsement Effective	Policy Number

ANNUAL PREMIUM \$ \_\_\_\_\_

It is agreed that the insurance is extended to include the following agreement:

**SCHEDULE**

Per Claim Limit of Insurance	\$ _____
Aggregate Limit of Insurance	\$ _____

**COVERAGE**

We will pay on your behalf all sums which the "insured" shall become legally obligated to pay as damages, including all **Claim Expenses** solely by operation of the Consumer Credit Protection Act, Title 15 U.S.C. § 1640 as amended, for errors or omissions occurring during the policy period. We have the right and duty to defend any "insured" against a "suit" asking for damages on account of such error or omission. However, we have no duty to defend any "insured" against a "suit" asking for damages to which this insurance does not apply. We may make such investigation and settlement of any claim or "suit" as we deem expedient. Our duty to defend ends for this coverage when the Limit of Insurance for this coverage has been exhausted by payment(s).

**LIMITS OF INSURANCE**

The most we will pay for any one error or omission or series of continuous, repeated or related errors or omissions is the per claim limit of liability specified in the Schedule.

The aggregate limit of liability specified in the Schedule above is the annual aggregate and shall be the maximum aggregate liability for all damages from all claims or "suits" to which this Policy applies.

**All Other Terms and Conditions Remain Unchanged.**

We shall not be obligated to pay any damages or **Claim Expenses** or to defend or continue to defend any claim or "suit" after the limit of liability has been exhausted. In such case, we shall have the right to withdraw from the further investigation or defense of any pending claim or "suit" by tendering control of such investigation or defense of the "insured" and the "insured" agrees, as a condition to the issuance of this policy, to accept such tender and proceed solely at its own cost and expense.

### DEDUCTIBLE

A \$1,000.00 deductible shall apply to each claim under this endorsement. We shall only be liable for the amount of loss exceeding the deductible.

### EXCLUSIONS

1. We will not pay for:
  - a. Criminal acts;
  - b. An injunction of your activities;
  - c. Intentional, dishonest, or fraudulent acts;
  - d. Claims arising out of Consumer Protection Act 15 U.S.C. Section 1611 as amended; or
  - e. Violations of state or local truth-in-lending statutes.
2. We will not pay any judgment, costs or attorney fees imposed on the "insured" because of an intentional violation of the provisions of the Truth in Lending Act; and
3. We will not pay **Claim Expenses** for:
  - a. Criminal acts;
  - b. An injunction of your activities;
  - c. Intentional, dishonest, or fraudulent acts;
  - d. Claims arising out of Consumer Protection Act 15 U.S.C. Section 1611 as amended; or
  - e. Violations of state or local truth-in-lending statutes.

### DEFINITIONS

Claim Expenses means:

- a. Reasonable fees, costs and expenses charged by attorneys retained or approved by us for a "suit" brought against the "insured"; and
- b. Reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a "suit" including, but not limited to, premiums for any appeal bond, attachment bond or similar bond but without any obligation by us to apply for or furnish such bond.

Claims Expenses shall not include:

- a. Salaries, loss of earnings, reimbursement of the "insured's" time or attendance required in any investigation, defense or appearance; or
- b. Other remuneration by or to the "insured".

The determination by us as to the reasonableness of **Claim Expenses** shall be conclusive.

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Authorized Representative

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Date

**All Other Terms and Conditions Remain Unchanged.**

<i>SERFF Tracking Number:</i>	<i>PERR-125885435</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Plaza Insurance Company</i>	<i>State Tracking Number:</i>	<i>#? \$50</i>
<i>Company Tracking Number:</i>	<i>PLZ-CA-AR-08-01-F</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0003 Other</i>
<i>Product Name:</i>	<i>Commercial Auto</i>		
<i>Project Name/Number:</i>	<i>PLZ-CA-AR-08-01-F/PLZ-CA-AR-08-01-F</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125885435 State: Arkansas  
Filing Company: Plaza Insurance Company State Tracking Number: #? \$50  
Company Tracking Number: PLZ-CA-AR-08-01-F  
TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other  
Product Name: Commercial Auto  
Project Name/Number: PLZ-CA-AR-08-01-F/PLZ-CA-AR-08-01-F

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 11/19/2008

**Comments:**

**Attachment:**

2007NAIC.pdf

**Satisfied -Name:** Supporting documentation **Review Status:** Approved 11/19/2008

**Comments:**

**Attachments:**

Arkansas filing memorandum.pdf

LOA.pdf

Auto forms list.pdf

**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>	PLZ-CA-AR-08-01-F			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	N/A Exempt			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>

01	GARAGE COVERAGE FORM – AUTO DEALERS' SUPPLEMENTARY SCHEDULE	PIC 10405 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
02	COMMON POLICY DECLARATION	PIC 10000 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
03	GARAGE DECLARATIONS	PIC 10400 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
04	AUTO - BUSINESS AUTO COVERAGE FORM DECLARATIONS ( ITEMS 1-6)	PIC 10300 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
05	SCHEDULE OF FORMS AND ENDORSEMENTS	PIC 10005 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
06	SCHEDULE OF NAMED INSURED(S)	PIC 10010 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
07	SCHEDULE OF TAX, SURCHARGE OR FEES	PIC 10015 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
08	COMMON POLICY CHANGE ENDORSEMENT	PIC 10020 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
09	TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US	PIC 10030 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
10	ADDITIONAL INSURED ENDORSEMENT	PIC 10320 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
11	LESSOR - ADDITIONAL INSURED AND LOSS PAYEE	PIC 10325 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
12	SCHEDULE OF AUTO CHANGES	PIC 10350 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

**FORM FILING SCHEDULE (Continued)**

(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>	PLZ-CA-AR-08-01-F			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	N/A Exempt			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>

13	SCHEDULE OF COVERED AUTOS YOU OWN	PIC 10365 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
14	SCHEDULE OF REGISTRATION/DEALER PLATE NUMBERS	PIC 10370 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
15	AUTO TRANSPORTER ENDORSEMENT	PIC 10374 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
16	COMMON POLICY CHANGE ENDORSEMENT	PIC 10375 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
17	EXCLUSION OF NAMED DRIVER AND PARTIAL REJECTION OF COVERAGES	PIC 10377 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
18	EXCLUSION OF NAMED DRIVER FOR SPECIFIED VEHICLES	PIC 10378 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
19	DRIVER SCHEDULE	PIC 10379 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
20	SCHEDULE OF LOSS PAYEE(S)	PIC 10386 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
21	AUTO NOTICE - UNREPORTED DRIVERS	PIC 10391 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
22	BAILEE ENDORSEMENT	PIC 10410 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
23	TERRORISM RISK INSURANCE PROGRAM ADVISORY NOTICE TO POLICYHOLDERS	PIC 10070 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
24	DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE	PIC 10071 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
25	SIGNATURE ENDORSEMENT	PIC 9252 05 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

## FORM FILING SCHEDULE *(Continued)*

(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>	PLZ-CA-AR-08-01-F			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	N/A Exempt			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>

26	EXCLUSION OF ASSAULT AND BATTERY	PIC 10225 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
27	EXCLUSION OF INJURY OR DAMAGE CAUSED BY FIREARMS	PIC 10235 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
28	EXCLUSION OF INJURY OR DAMAGE CAUSED BY ANIMALS	PIC 10230 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
29	EXCLUSION OF PUNITIVE, EXEMPLARY, OR MULTIPLE DAMAGES	PIC 10240 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
30	VEHICLE TITLE ERRORS AND OMISSIONS LIABILITY COVERAGE	PIC 10260 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
31	VEHICLE TITLE ERRORS AND OMISSIONS LIABILITY COVERAGE	PIC 10261 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
32	FEDERAL ODOMETER STATUTE ERRORS AND OMISSIONS COVERAGE	PIC 10245 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
33	FEDERAL ODOMETER STATUTE ERRORS AND OMISSIONS COVERAGE	PIC 10246 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
34	INFLUENZA OR EPIDEMIC EXCLUSION	PIC 10250 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
35	INFLUENZA OR EPIDEMIC EXCLUSION NOTICE TO POLICYHOLDERS	PIC 10251 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
36	TRUTH IN LENDING ERRORS AND OMISSIONS COVERAGE	PIC 10255 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
37	TRUTH IN LENDING ERRORS AND OMISSIONS COVERAGE	PIC 10256 09 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
40			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		

## **Plaza Insurance Company**

Arkansas

Commercial Automobile Liability and Physical Damage

Filing Memorandum

On behalf of Plaza Insurance Company (Plaza), we are filing to introduce a new program. The rates for this program will be based on the approved Insurance Services Office (ISO) loss costs, up to and including the following reference circular:

Commercial Automobile Liability and Physical Damage, Garage – CA-2008-BRLA1

This filing is for a new program offering coverages not previously offered by Plaza. Plaza does not therefore have experience data to analyze and support the proposed rates. The business written in this program is presently being written by Stonington Insurance Company. In the absence of its own experience on this book of business, and to maintain continuity in pricing in the aggregate, and at the individual insured levels, Plaza is filing to adopt the same rate structure, loss costs and loss cost multipliers, as underlie the current premiums.

The Company is a subscriber to ISO (or the applicable bureau) and has given ISO (or the applicable bureau) the authority to file rules and forms on its behalf. In those jurisdictions where ISO (or the applicable bureau) is not permitted to file on the Company's behalf, the Program will use those ISO rules, plans, and forms already filed and approved for general use. This will be subject to the exception pages included in this filing along with any attached independent forms.

The loss cost multipliers are as follows:

Commercial Automobile Liability, Garage: 1.650

Commercial Automobile Physical Damage: 1.700

These loss cost multipliers have been selected to match those approved for and adopted by Stonington Insurance Company, which presently writes this program. In order to achieve the current loss cost multipliers, the loss cost multipliers implied by our expected expense provisions have been multiplied by the following loss cost modification factors. The loss cost modification factors have been selected to maintain pricing continuity with the price structure at which this business is currently being written by Stonington Insurance Company. Plaza does not have experience of its own on similar programs from which to determine an alternative appropriate loss cost multiplier, and has therefore filed for the loss cost multipliers underlying the current premiums.

Commercial Automobile Liability, Garage: 0.959

Commercial Automobile Physical Damage: 0.937

The expected loss ratios to use in any of ISO's approved rating plans are as follows:

Commercial Automobile Liability, Garage: 58.1%

Commercial Automobile Physical Damage: 55.1%

Exhibits 1 and 2 display the selected expense provisions that underlie the proposed loss cost multiplier. Attachment A shows the industry expense experience for this line for those categories of expense for which expense provisions for this program cannot be determined from the expected expenses of writing this program.

The proposed underwriting profit loads are those indicated by the selected target returns, leverage ratios, investment returns, and expense provisions. Investment income is reflected in the proposed rates and derived in the Return on Equity exhibit.



PLAZA  
INSURANCE COMPANY

700 W. 47TH ST.  
SUITE 350  
KANSAS CITY, MO 64112  
816.412.2800  
816.412.7550 (FAX)

August 7, 2008

To Whom It May Concern:

Perr&Knight, Inc. is hereby authorized to submit rate, rule, and form filings on behalf of Plaza Insurance Company.

This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary. This authorization is deemed to be in effect until rescinded in writing.

Please direct all correspondences and inquiries related to this filing to Perr&Knight, Inc. at the following address:

State Filings Department  
Perr&Knight, Inc.  
881 Alma Real Drive, Suite 205  
Pacific Palisades, CA 90272  
Phone: (310) 230-9339 x120  
Fax: (310) 230-1061

Please contact me if you have any questions regarding this authorization.

Sincerely,

Jerry W. Brumfield  
Secretary and General Counsel  
Phone: 816-412-2865  
E-mail: jbrumfield@rhkc.com

**OneBeacon Insurance Group** 44 Whippany Road, Morristown, NJ 07962  
t 973.630.6600 www.onebeacon.com

IN CALIFORNIA D/B/A PLAZA INDEMNITY COMPANY

**Plaza Insurance Company  
Commercial Auto  
Independent Forms List**

<b>COVERAGE FORM</b>	<b>Form Number</b>	<b>Ed Date</b>
GARAGE COVERAGE FORM	PIC 10405	09 08

<b>DECLARATION</b>	<b>Form Number</b>	<b>Ed Date</b>
COMMON POLICY DECLARATION	PIC 10000	09 08
GARAGE DECLARATIONS	PIC 10400	09 08
AUTO - BUSINESS AUTO COVERAGE FORM DECLARATIONS ( ITEMS 1-6)	PIC 10300	09 08

<b>ENDORSEMENT</b>	<b>Form Number</b>	<b>Ed Date</b>
SCHEDULE OF FORMS AND ENDORSEMENTS	PIC 10005	09 08
SCHEDULE OF NAMED INSURED(S)	PIC 10010	09 08
SCHEDULE OF TAXES, SURCHARGES OR FEES	PIC 10015	09 08
COMMON POLICY CHANGE ENDORSEMENT	PIC 10020	09 08
TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US	PIC 10030	09 08
ADDITIONAL INSURED ENDORSEMENT	PIC 10320	09 08
LESSOR - ADDITIONAL INSURED AND LOSS PAYEE	PIC 10325	09 08
SCHEDULE OF AUTO CHANGES	PIC 10350	09 08
SCHEDULE OF COVERED AUTOS YOU OWN	PIC 10365	09 08
SCHEDULE OF REGISTRATION/DEALER PLATE NUMBERS	PIC 10370	09 08
AUTO TRANSPORTER ENDORSEMENT	PIC 10374	09 08
COMMON POLICY CHANGE ENDORSEMENT	PIC 10375	09 08
EXCLUSION OF NAMED DRIVER AND PARTIAL REJECTION OF COVERAGES	PIC 10377	09 08
EXCLUSION OF NAMED DRIVER FOR SPECIFIED VEHICLES	PIC 10378	09 08
DRIVER SCHEDULE	PIC 10379	09 08
SCHEDULE OF LOSS PAYEE(S)	PIC 10386	09 08
AUTO NOTICE - UNREPORTED DRIVERS	PIC 10391	09 08
BAILEE ENDT - 2500 LIMIT	PIC 10410	09 08
TERRORISM RISK INSURANCE PROGRAM ADVISORY NOTICE TO POLICYHOLDERS	PIC 10070	09 08
DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE	PIC 10071	09 08
SIGNATURE ENDORSEMENT	PIC 9252	05 08
EXCLUSIONS OF ASSAULT AND BATTERY	PIC 10225	09 08
EXCLUSION OF INJURY OR DAMAGE CAUSED BY FIREARMS	PIC 10235	09 08
EXCLUSION OF INJURY OR DAMAGE CAUSED BY ANIMALS	PIC 10230	09 08
EXCLUSION OF PUNITIVE, EXEMPLARY, OR MULTIPLE DAMAGES	PIC 10240	09 08
VEHICLE TITLE ERRORS AND OMISSIONS LIABILITY COVERAGE	PIC 10260	09 08
VEHICLE TITLE ERRORS AND OMISSIONS LIABILITY COVERAGE	PIC 10261	09 08
TRUTH IN LENDING ERRORS AND OMISSIONS COVERAGE	PIC 10255	09 08
TRUTH IN LENDING ERRORS AND OMISSIONS COVERAGE	PIC 10256	09 08
FEDERAL ODOMETER STATUTE ERRORS AND OMISSIONS COVERAGE	PIC 10245	09 08
FEDERAL ODOMETER STATUTE ERRORS AND OMISSIONS COVERAGE	PIC 10246	09 08
INFLUENZA OR EPIDEMIC EXCLUSION	PIC 10250	09 08
INFLUENZA OR EPIDEMIC EXCLUSION NOTICE TO POLICYHOLDERS	PIC 10251	09 08