

SERFF Tracking Number: PERR-125440807 State: Arkansas
Filing Company: DaimlerChrysler Insurance Company State Tracking Number: #101690 \$50
Company Tracking Number: DCIC-DA-AR-08-01-F
TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other
Product Name: DCIC-DA-AR-08-01-F
Project Name/Number: DCIC-DA-AR-08-01-F/DCIC-DA-AR-08-01-F

Filing at a Glance

Company: DaimlerChrysler Insurance Company

Product Name: DCIC-DA-AR-08-01-F

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0003 Other

Filing Type: Form

Effective Date Requested (New): 06/01/2008

Effective Date Requested (Renewal): 06/01/2008

SERFF Tr Num: PERR-125440807 State: Arkansas

SERFF Status: Closed

Co Tr Num: DCIC-DA-AR-08-01-F

Co Status:

Authors: Neresia Torres, Olga E.
Burciaga

Date Submitted: 01/21/2008

State Tr Num: #101690 \$50

State Status: Fees verified and
received

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

Disposition Date: 02/05/2008

Disposition Status: Approved

Effective Date (New): 06/01/2008

Effective Date (Renewal):
06/01/2008

State Filing Description:

General Information

Project Name: DCIC-DA-AR-08-01-F

Project Number: DCIC-DA-AR-08-01-F

Reference Organization:

Reference Title:

Filing Status Changed: 02/05/2008

State Status Changed: 01/29/2008

Corresponding Filing Tracking Number: N/A

Filing Description:

On behalf of DaimlerChrysler Insurance Company (the "Company"), we are submitting this filing to revise the Dealers Automobile Physical Damage Program in your jurisdiction. Please see the enclosed memorandum for additional details.

The Company respectfully requests that the proposed forms be implemented for all policies effective on and after June 1, 2008 for new and renewal business.

SERFF Tracking Number: PERR-125440807 State: Arkansas
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Enclosed is authorization for Perr&Knight to submit this filing on behalf of the Company. All correspondence related to this filing should be directed to Perr&Knight. The Company has prepared the forms contained in this filing. 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)

Neresa Torres, State Filings Project doi@perrknight.com
 Coordinator
 881 Alma Real Drive (888) 201-5123 [Phone]
 Pacific Palisades, CA 90272 (310) 230-8529[FAX]

Filing Company Information

DaimlerChrysler Insurance Company CoCode: 10499 State of Domicile: Michigan
 27777 Inkster Road Group Code: 240 Company Type:
 CIMS 405-17-06
 Farmington Hills, MI 48334-5326 Group Name: State ID Number:
 (248) 427-4155 ext. [Phone] FEIN Number: 38-1775863

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
DaimlerChrysler Insurance Company	\$0.00	01/21/2008	

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CHECK NUMBER	CHECK AMOUNT	CHECK DATE
101690	\$50.00	01/21/2008

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	02/05/2008	02/05/2008

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Disposition

Disposition Date: 02/05/2008

Effective Date (New): 06/01/2008

Effective Date (Renewal): 06/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125440807 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Red- Line Forms, Memo and Letter of Authorization	Approved	Yes
Form	Auto Physical Damage Policy	Approved	Yes
Form	Commercial Lines Policy Automobile Physical Damage Common Policy Declarations	Approved	Yes
Form	Endorsement	Approved	Yes
Form	Optional Repair and Replacement Endorsement	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Auto Physical Damage Policy	DCIC 514	0608	Policy/Coverage Form	Replaced Form #:0.00 DCIC 514 0106 Previous Filing #:		DCIC 514 0608 _Policy_.pdf
Approved	Commercial Lines Policy Automobile Physical Damage Common Policy Declarations	DCIC 511	0608	Declaration s/Schedule	Replaced Form #:0.00 DCIC 511 01/ 06 Previous Filing #:		DCIC 511 0608 _Dec page_.pdf
Approved	Endorsement	DCIC 688	0608	Endorsement/Amendment/Conditions	Replaced Form #:0.00 DCIC 688 (01/2005) Previous Filing #:		DCIC 688 0608.pdf
Approved	Optional Repair and Replacement Endorsement	DCIC 691	0608	Endorsement/Amendment/Conditions	Replaced Form #:0.00 DCIC 691 (03/2005) Previous Filing #:		DCIC 691 0608 _ORR_.pdf
Approved	Arkansas Amendatory Endorsement	DCIC 602-AR	0608	Endorsement/Amendment/Conditions	Replaced Form #:0.00 DCIC 602-AR 03 05 Previous Filing #:		DCIC 602-AR 0608.pdf

DAIMLERCHRYSLER INSURANCE COMPANY AUTOMOBILE PHYSICAL DAMAGE POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to DaimlerChrysler Insurance Company, which is providing this insurance.

Other words and phrases that appear in bold or quotation marks have special meaning.

I. INSURING AGREEMENT

In return for the payment of the premium and subject to all the terms of this policy, we agree with you as follows:

A. INTERESTS AND PROPERTY INSURED

The interests insured under this policy are your covered **autos** which you own for sale or lease.

B. ATTACHMENT OF COVERAGE

Coverage attaches:

1. For each covered **auto** at the time you take ownership of the covered **auto**.
2. For an **auto** repossessed by you from a retail purchaser, from the time and at the place of repossession.
3. For an **auto** taken in trade or held for resale or lease, when your ownership attaches.
4. For an **auto** held for sale under a written and signed consignment agreement, when your ownership attaches.
5. For an **auto** you lease, hire, rent or borrow which is used in connection with your business, when your ownership attaches.

C. TERMINATION OF COVERAGE

1. Coverage ceases as to all covered **autos** upon cancellation of the policy.
2. Coverage ceases on each **auto** when the **auto** is sold or leased by you to another, or if the **auto** is repossessed from you.

D. COVERAGES

1. COMPREHENSIVE COVERAGE

This coverage is afforded if shown on the Declarations as being provided by this policy. We will pay for **comprehensive loss** to a covered **auto** subject to the policy limits and deductible.

- a. "**Comprehensive loss**" means a **loss** from any cause except the covered **auto's** collision with another object or its overturn. **Comprehensive loss** is subject to all applicable limitations and exclusions in this policy.
- b. **Impending Damage Coverage.** Coverage for impending damage is automatically afforded as part of **Comprehensive Coverage**.

We will pay \$25.00 per covered **auto** up to a maximum of \$5,000 per **occurrence** for expenses incurred with our prior permission to remove covered **autos** endangered from any cause of **loss** insured under **Comprehensive Coverage**. This will be paid even if no **loss** is sustained to your covered **autos**. You will make reasonable efforts to obtain our permission prior to incurring any expenses under this coverage.

- c. **False Pretense Coverage.** We will pay for **false pretense loss** with respect to a covered **auto**. This coverage is automatically afforded as part of **Comprehensive Coverage**.

(1) "**False pretense loss**" means:

- (a) A **loss** that results from your acquisition of, without your knowledge, an **auto** that is stolen or has a forged, altered, or counterfeit title or invalid duplicate title;
- (b) A **loss** that results from you voluntarily parting with possession of, or title to, a covered **auto** by criminal trick, criminal scheme, or under criminal false pretense due to:
 - (a) The fraudulent use of the identity of another individual; or
 - (b) A credit application obtained for a retail sale or lease on which the name, driver's license number, social security number, and signature of the applicant is false or forged.

(2) **Loss payment for False Pretense Coverage** is subject to the following limits and deductibles:

- (a) We will pay the **actual cash value** less a \$2,500 deductible for each covered auto for **loss** caused by False Pretense.
- (b) In addition to the deductible in (a) above, an additional deductible equal to the actual value of any property delivered to you as full or partial payment for title to or possession of a covered **auto** will be applicable.

(c) Our aggregate limit of liability for **False Pretense Coverage** is \$150,000.00.

(3) In addition to other applicable terms and conditions of the policy, **False Pretense Coverage** does not apply unless all of the following occur:

- (a) You make every reasonable effort, using a commercial repossession firm to recover the covered **auto**,
- (b) You file a report or complaint with the local police authority as soon as practicable after discovery of the **loss**,
- (c) You obtained a copy of the customer's original driver's license prior to any test drive, purchase or lease, where permissible by law, and
- (d) You obtained, at the time of your acquisition of the covered **auto**, a title search from an industry recognized source that indicated no previous impairment on the title prior to acquiring the **auto** from the seller.

The Company, at its option, may apply a tiered deductible for losses caused by theft of covered autos, or False Pretense Loss.

2. COLLISION COVERAGE

This coverage is afforded if shown on the Declarations as being provided by this policy. We will pay for **collision loss** to a covered **auto** subject to the policy limits and deductible.

- a. "**Collision loss**" means a **loss** caused by a covered **auto's** collision with another object or its overturn. **Collision loss** is subject to all applicable exclusions in this policy.
- b. **Economic Loss Coverage.** We will pay for **economic loss** with respect to a covered **auto**. Coverage for **economic loss** is automatically afforded as part of **Collision Coverage**. This coverage applies to **loss** caused by collision or overturn, including such damage as a result of total theft, subject to the following conditions:

(1) Definitions applicable to **Economic Loss Coverage**.

- (a) "**Economic loss**" means the decrease in fair market value of a repaired covered **auto**.
- (b) "**Actual dealer cost**" is the amount of your invoice for the purchase of the covered **auto** plus the actual cost of any dealer or dealer subcontractor installed accessories and enhancements, exclusive of profit, factory hold back, advertising, and overhead expenses.

(2) The following limits of liability apply to payment for **economic loss**. Loss payment will be the lesser of:

(a) 10% of the gross loss (i.e., before applicable parts and labor discounts and the collision deductible); or

(b) \$2,500.

(3) In addition to other terms and conditions of the policy, **Economic Loss Coverage** does not apply under unless the covered **auto** meets all the following:

(a) The **auto** is of the private passenger type, or a truck of 10,000 Gross Vehicle Weight (GVW) or less;

(b) The **auto** is covered under blanket collision coverage;

(c) The cost to repair the **auto** exceeds 10% of the **actual dealer cost**;

(d) The **auto** is either new or **demonstrator**;

(e) The **auto** has not been previously registered or titled; and

(f) The odometer reading is 6,000 miles or less at the time of loss.

3. SPOT DELIVERY COVERAGE

Spot Delivery Coverage is limited to **autos** sold by you, but for which you have not been paid in full, where **evidence of insurance** was obtained prior to delivery confirming that the buyer and/or other party to whom the **autos** was delivered had secured physical damage insurance covering the sold **autos**.

a. We will cover your interest for **comprehensive loss** or **collision loss** but not for **false pretense loss** to covered **autos** sold only for a period of up to ten (10) calendar days following delivery of the **autos** to the buyer should there prove not to be valid insurance in force in the name of the buyer and/or other party to whom the **autos** were delivered at the time of the loss.

b. **Spot Delivery Coverage** is subject to a \$1,000 deductible for each covered **auto**, instead of the **Comprehensive Coverage** or **Collision Coverage** options that were selected.

4. LIMITS OF INSURANCE

a. The most we will pay for any one loss for any one occurrence is the lesser of:

(1) The **actual cash value** of the damaged or stolen property as of the time of the loss;
or

(2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

b. An adjustment for depreciation and physical condition will be made in determining **actual cash value** in the event of a **total loss**.

- c. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- d. Regardless of the number of covered **autos** involved in the **loss**, the most we will pay for the total of all **loss** under the coverage in this policy is the Limit of Insurance shown in the Declarations.

5. DEDUCTIBLE

We will not pay for **loss** or damage in any one occurrence until the amount of the adjusted **loss** or damage exceeds the per vehicle Deductible shown in the Declarations. Subject to the policy limits, we will pay the amount of the adjusted **loss** or damage in excess of the Deductible. The per vehicle deductible will cease to apply in a loss when the total of all deductibles incurred equals or exceeds the aggregate amount shown in the Declarations.

II. POLICY EXCLUSIONS

This policy does not apply to and there is no coverage for any **loss** with respect to:

- A. Any **auto** while in any building or premises occupied as a factory or assembly plant, but this shall not be construed to mean a salesroom, service station, or garage;
- B. **Autos** leased or rented to others, except that this exclusion shall not apply to service replacement **autos**. This policy will cover service replacement **autos**, under **Comprehensive Coverage** and **Collision Coverage**, provided to customers but only in excess of the customer's insurance or coverage;
- C. **Autos** sold to a purchaser under a bailment lease, conditional sale, mortgage or other encumbrance, except **autos** that are repossessed by you or except where **loss** is covered under Section I.D.1.c, **False Pretense Coverage**;
- D. Any **auto** prepared for or used in an organized racing, demolition or stunt contest;
- E. **Loss** due to your employees theft, larceny, robbery, conversion, embezzlement or secretion, except where there is no valid or collectible insurance for such **loss**, then our annual aggregate limit for such **loss** is \$50,000 and is subject to the **Comprehensive Coverage** deductible selected;
- F. Any profit you would have received if the **auto** were not subject to **loss**;
- G. The following exclusions which are also applicable to **False Pretense Coverage**:
 - 1. **False Pretense Loss** involving the parting with possession or title to any covered auto, or any other transaction, where the **Dealer** accepted as full or partial payment any checks, drafts, or other financial instruments written on insufficient funds or where a stop payment was instituted, unless the transaction involved criminal trick, criminal scheme, or criminal false pretense.
 - 2. **False Pretense Coverage** does not apply to **loss** due to nonpayment by the purchaser, for any reason, or any credit extended by you. This includes the purchaser's failure to secure

credit, to make payments, bankruptcy, other insolvency proceedings or failure to honor post-dated checks.

3. There is no coverage if the **loss** is reported to us more than one hundred eighty (180) calendar days following the date that you voluntarily part with evidence of, title to, possession of, or interest in a covered **auto**.
4. Any **loss** caused by or involving the illegal exportation of vehicles.

H. Diminution, or loss of value as a result of any **loss** to a covered **auto**.

I. Loss or damage caused directly or indirectly by or resulting from any of the following. Such **loss** or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the **loss**.

1. **Governmental Action**, meaning seizure or destruction of property by order of governmental authority. However, we will pay for **loss** or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this policy.
2. **Nuclear Hazard**, meaning **loss** or damage caused by or resulting from:
 - a. Any weapon employing atomic fission or fusion; or
 - b. Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct **loss** or damage caused by that fire if the fire would be covered under this policy.
3. **War**, meaning bodily injury, property damage, and personal and advertising injury, however caused, arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

These exclusions apply whether or not the **loss** event results in widespread damage or affects a substantial area.

J. Loss to any of the following:

1. Any electronic equipment that receives or transmits audio, visual, or data signals or other sound-producing equipment, unless permanently installed in a covered **auto**;

2. Tapes, records, discs or other similar audio, visual, or data electronic devices designed for use with audio, visual, or data electronic equipment;
 3. Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console normally used by the covered **auto's** manufacturer for the installation of a radio; or
 4. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measuring equipment.
 5. GPS devices or equipment, unless permanently installed in a covered **auto**.
- K. Loss** caused by or resulting from any of the following unless caused by other **loss** that is covered by this insurance:
1. Wear and tear, freezing, mechanical or electrical breakdown; or
 2. Blowouts, punctures or other road damage to tires.
- L. Loss** or damage caused by or resulting from any of the following:
1. Delay, loss of use, loss of market or any other consequential **loss**;
 2. Bankruptcy, foreclosure or similar proceedings; or
 3. Dishonest or criminal act committed by:
 - a. You, any of your partners, employees, directors, trustees, or authorized representatives;
 - b. A manager or a member if you are a limited liability company;
 - c. Anyone else with an interest in the property, or their employees or authorized representatives; or
 - d. Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or whether or not such acts occur during the hours of employment.

This exclusion does not apply to covered **autos** that are entrusted to others who are carriers for hire or to acts of destruction by your employees. However, theft by your employees is not covered.

III. POLICY CONDITIONS

A. LOSS CONDITIONS

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If you and we disagree on the value of the property or the amount of **loss**, either may make written demand for an appraisal of the **loss**. In this event, each party will select a competent and impartial appraiser. The two appraisers will select a competent and impartial umpire. If they cannot agree on the selection of an umpire, either may request that the selection be made by a judge of a court having jurisdiction. The appraisers will state separately the **actual cash value** of the property and amount of **loss**. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. pay its chosen appraiser; and
- b. bear the other expenses of the appraisal and umpire equally.

3. Duties in the Event of Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties. In the event of **loss** to a covered **auto**, you must:

- a. Promptly notify the police if the covered **auto** or any of its equipment is stolen;
- b. Give us or our authorized representative prompt notice of the **loss** and include a description of the property involved and a description of how, when and where the **loss** occurred;
- c. Take all reasonable steps to protect the covered **autos** from further damage and keep a record of your expenses necessary to protect the covered **autos**, for consideration in the settlement of the claim;
- d. Assume no obligation or admit any liability for any **loss** for which we may be liable, make no payment or incur any exposure without our consent except at your own cost;
- e. Permit us to inspect the covered **auto** and records proving **loss** before its repair or disposition;
- f. If requested, permit us to question you under oath, at such times as may be reasonably required, about any matter relating to this insurance or your claim, including your books and records, and provide honest answers to the questions presented to you;
- g. Send us a signed, sworn statement of **loss** containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms upon your request;
- h. Promptly send us any legal papers or notices received concerning the **loss**; and
- i. Cooperate with us in the investigation or settlement of the claim.

4. Loss Payment

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to an **auto** from theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

All options are subject to valuation and settlement based on conventional or paintless dent repair (pdr), at the **Company's** sole discretion.

If we pay for the **loss**, our payment will not include the applicable sales tax for the damaged or stolen property, unless required by law.

5. Repair and Replacement

a. Standard Repair and Replacement

The most we will pay for **loss** to any covered **auto** is:

(1) If the **auto** is a **total loss**, we will pay the following amounts:

- (a) If the **auto** is a **new auto** or **demonstrator**, the most we will pay is an amount equal to the factory invoice price, including charges for freight, less any charges for mileage depreciation, dealer's discounts, rebates and advertising costs;
- (b) If the **auto** is a used **auto**, the most we will pay is the lesser amount of either the actual amount paid by the dealer or the current **wholesale value** based on NADA (Gold Book) or Kelly (Blue Book), at our discretion; or
- (c) If the **auto** was purchased at manufacturers' approved auctions, including auction **demonstrator**, we will pay the actual amount paid by the dealer.

(2) If the **auto** is not a **total loss**, we will pay the following amounts:

All options are subject to valuation and settlement based on conventional or paintless dent repair (pdr), at the **Company's** sole discretion.

(a) Labor Rates:

- (i) Dealers with body shops owned by or affiliated with the Dealer - On repair, a 25% discount will be applied to your posted labor rate.
- (ii) Dealers without body shops owned by or affiliated with the Dealer - Sublet repair work will be calculated at the body shop's posted labor rate.

(b) Parts Price:

- (i) Dealers with body shops owned by or affiliated with the Dealer - A 25% discount will be applied to the retail price.

- (ii) Dealers without body shops owned by or affiliated with the Dealer - The dealer will furnish parts at a 25% discount to the sublet shop if parts are available to the dealer.
- (c) Sublet Labor Rate and Parts other than those described in Sections (a) or (b):
 - (i) Labor that must be performed or parts that must be purchased at a sublet shop will be computed at the actual amount paid by the dealer.
 - (ii) Glass replacement will be subject to the prevailing discount rates or a 25% minimum discount, whichever is greater.
 - (iii) Paint and material will be subject to a 25% discount for dealers with body shops.
- (d) State Retail Tax will not be paid where the dealer or sublet shop have a tax exempt number unless required by state statute.
- (e.) When paintless dent repair (pdr) is used the percentage of repair on labor will not be discounted.

b. Additional Definitions

The following are added to the Definitions Section:

- (1) "**Total loss**" means the sum of the cost of repairs plus the salvage value of the **auto** exceeding the **wholesale value** of the **auto**.
- (2) "**Wholesale value**" means:
 - (a) For **new auto**, your actual cost less your profit or overhead expenses;
 - (b) For **demonstrator**, your actual cost less your profit or overhead expenses, depreciation, mileage and wear and tear; and
 - (c) For other than **new auto** and **demonstrator**, the value based on NADA (Gold Book) or Kelly (Blue Book), at our discretion.
- (3) "**New auto**" means an **auto** not older than the current or previous model year which:
 - (a) Has not been registered or titled; and
 - (b) Has not been used for any purpose other than road testing.
- (4) "**Demonstrator**" means an **auto** not older than the current or previous model year which has not been registered or titled, and
 - (a) is used in your sales or service operations; or
 - (b) is furnished for regular use by anyone.

6. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them.

7. Loss Settlement Clause

In the event of **total loss**, loss settlement will be based on **actual cash value** at the time of loss, subject to Loss Conditions 5 and 6.

B. GENERAL CONDITIONS

1. Concealment, Misrepresentation, or Fraud

This insurance is void in any case of fraud, intentional concealment, or misrepresentation of a material fact, by you or any other insured at any time, concerning:

- a. This insurance;
- b. The covered **autos**;
- c. Your interest in the covered **autos**; or
- d. A claim under this insurance.

2. Legal Action Against Us

No one may bring a legal action against us under this policy unless:

- a. There has been full compliance with all the terms of this policy; and
- b. The action is brought within 2 years after you knew, or should have known, of the **loss**.

3. No Benefit To Bailee

No person or organization, other than you, having custody of covered **autos**, will benefit from this insurance.

4. Policy Period, Coverage Territory

- a. We cover **losses** occurring:
 - (1) During the policy period shown in the Declarations; and
 - (2) Within the coverage territory.

b. The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico; and
- (4) Canada.

We also cover **loss** to a covered **auto** while being transported between any of these places.

5. Other Insurance

- a. For any covered **auto** you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance or coverage.
- b. When this coverage, or any other coverage, covers on the same basis, either excess or primary, we will only pay our share. Our share is the proportion that the Limit of Insurance of our coverage bears to the total of the limits of all the coverages on the same basis.

6. Transit Coverage In The Event Of Cancellation

If this policy is cancelled, we will cover property already in transit until it reaches its destination.

7. Dual Interest

All provisions are binding on all parties of interest. The protection given a secured lender named in the Declarations will not be impaired by the failure of another party of interest to comply with all provisions, if the secured lender is diligent in trying to obtain compliance with all provisions.

8. Monthly Reports And Premium

- a. If premiums are payable, as shown in the Declarations, on a Monthly Reporting of premiums basis, on or before the 15th day of each month, you will render to us a statement of **values**, as of the last day of the preceding month.
- b. If, at the time of **loss** or damage, you have failed to submit the required reports:
 - (1) Our liability will not exceed the amounts included in your last report; or
 - (2) If you have not submitted any statement of **values**, our liability will be limited to no more than 90% of the amount for which we should otherwise be liable.

9. Premium

- a. The first Named Insured shown in the Declarations:
 - (1) is responsible for the payment of all premiums; and
 - (2) will be the payee for any return premiums we pay.
- b. If premiums are payable, as shown in the Declarations, on a fixed monthly payment basis, the premium has been derived by dividing the total annual premium stated in the Declarations by twelve (12). This monthly premium will be applied to the premium charged for this coverage until fully earned.
- c. If premiums are payable, as shown in the Declarations, on a monthly reporting basis, the premium for the coverages shall be computed by applying a rate times the per \$1,000 of values shown in your monthly statement of values.

10. Examination of Records

We may examine and audit your books and records as they relate to this policy at any reasonable time during the policy period and up to 3 years afterward.

11. Policy Changes

We may change this policy by issuing a written notice of the change to you at the address shown in the Declarations. This policy contains all of the insurance agreements between you and us. If a change is made that requires a premium adjustment, we will adjust the premium as of the effective date of the coverage change. Changes to the policy terms can be only made by endorsement issued by us and made part of the policy.

12. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us and to any lender identified in the Declarations advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured and to any lender identified in the Declarations written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 90 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date, and no grace period shall apply.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund

may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

13. Inspections and Surveys

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. Recommend changes.

14. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties under this policy will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

15. Bankruptcy

Your bankruptcy or insolvency does not relieve us of any obligations under this policy.

C. ADDITIONAL DEFINITIONS

1. "**Auto**" means a land motor vehicle, trailer or semitrailer.
2. "**Actual Cash Value**" means the wholesale **actual cash value** as determined by established and generally accepted industry guides and includes depreciation, mileage, and wear and tear.
3. "**Diminution**" or "**Loss of Value**" means the sum of money equal to the difference between the fair market value of the covered **auto** immediately prior to any **loss** versus the fair market value of the covered **auto** immediately after any **loss**.
4. "**Evidence of Insurance**" means a binder, policy, insurance certificate or other written documentation that has been issued by an authorized agent or representative of the insurance company covering such **auto**.
5. "**Loss**" means direct and accidental physical **loss** or physical damage to covered Autos.
6. "**Values**" means the original invoice amount plus any additional amount advanced by you for each **auto** Financed at month-end.

7. **“Occurrence”** means a continuous or repeated exposure to the same conditions.

Liberalization Clause

If we revise this coverage to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Vice President and General Manager at Farmington Hills, Michigan.

Vice President and General Manager

**COMMERCIAL LINES POLICY
AUTOMOBILE PHYSICAL DAMAGE
COMMON POLICY DECLARATIONS**

**DaimlerChrysler
Insurance Company**
27777 Inkster Road
Farmington Hills, MI 48334
800-782-9164

Renewal of Number _____

Policy No. _____

Named Insured and Mailing Address _____

Policy Period: From _____ to _____ at 12:01 A.M. Standard Time at the address of the Named Insured as stated above.

Business Description: _____

In return for the payment of the premium, and subject to all the terms and conditions 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. This premium may be subject to adjustment.

Commercial Automobile Physical Damage Coverage

ITEM ONE: - Form of Business: Individual Partnership Corporation Other _____

ITEM TWO - Schedule Of Coverage 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 AUTO Section of the Coverage Form next to the name of the coverage.

PHYSICAL DAMAGE COVERAGES	COVERED AUTOS	DEDUCTIBLES		LIMIT OF INSURANCE	PREMIUM
Comprehensive Coverage Wind, Hail, Flood or Rising Water False Pretense	22,29	\$ per auto / \$	Aggregate per loss	\$150,000	Included
	22	\$ per auto / \$	Aggregate per loss		Included
	22	\$2,500 per auto			Included
Collision Coverage	22,29	\$ per auto / \$	Aggregate per loss	\$	Included

Premium shown is payable: _____ Total Premium: \$ _____

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

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

COUNTERSIGNED: _____ BY: _____
Authorized Representative

DATE: _____

THESE DECLARATIONS TOGETHER WITH THE POLICY CONDITIONS, DEDUCTIBLE OPTIONS, INSURING AGREEMENT, POLICY EXCLUSIONS, ADDITIONAL DEFINITIONS, COVERED AUTOS, AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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

ENDORSEMENT

This endorsement, effective on

At 12:01 A.M. standard time, forms a part of

Policy No.

of the

DaimlerChrysler Insurance Company
(NAME OF INSURANCE COMPANY)

Issued to

By

Authorized Representative

DCIC 514 Amendment

DCIC 514 is amended as follows:

False Pretense aggregate limit of liability is \$150,000 per individual dealership entity.

Other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

OPTIONAL REPAIR AND REPLACEMENT ENDORSEMENT

For an additional premium, the following section of form DCIC 514 is deleted

III. POLICY CONDITIONS, A. LOSS CONDITIONS, 5. Repair and Replacement, a. Standard Repair and Replacement, (2) If the auto is not a total loss, we will pay the following amounts:

and is replaced with the following section:

III. POLICY CONDITIONS

A. LOSS CONDITIONS

5. Repair and Replacement

a. Optional Repair and Replacement

(2) If the auto is not a total loss, we will pay the following amounts:

All options are subject to valuation and settlement based on conventional or paintless dent repair (pdr), at the **Company's** sole discretion.

The most we will pay for **loss** to any covered **auto** is:

(a) Labor Rates:

- (i)** Dealers with body shops owned by or affiliated with the Dealer - On repair, 100% of the posted labor rate will be paid.
- (ii)** Dealers without body shops owned by or affiliated with the Dealer - Sublet repair work will be calculated at the body shop's posted labor rate.

(b) Parts Price:

- (i)** Dealers with body shops owned by or affiliated with the Dealer – Posted retail price will be paid.
- (ii)** Dealers without body shops owned by or affiliated with the Dealer – Posted retail price will be paid.

(c) Sublet Labor Rate and Parts other than those described in Sections (a) or (b):

- (i)** Labor that must be performed or parts that must be purchased at a sublet shop will be computed at the actual amount paid by the dealer.
- (ii)** Glass replacement is subject to the posted retail price.
- (iii)** Paint and material is subject to the posted retail price for dealers with body shops.

(d) State Retail Tax will not be paid where the dealer or sublet shop have a tax exempt number unless required by state statute.

(e) When paintless dent repair (pdr) is used, the percentage of repair on labor will not be discounted.

All other coverage terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ARKANSAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the **AUTOMOBILE PHYSICAL DAMAGE POLICY**.

A. Part 2. Appraisal of **SECTION III. POLICY CONDITIONS, A. LOSS CONDITONS** is deleted and replaced with the following:

2. Appraisal

a. If you and we disagree on the amount of **loss**, either party may make a written request for an appraisal of the **loss**. However, an appraisal will be made only if both you and we agree, voluntarily, to have the **loss** appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the **actual cash value** and amount of **loss**. If they fail to agree, they will submit their differences to the umpire. Each party will:

(1) Pay its chosen appraiser; and

(2) Bear the other expenses of the appraisal and umpire equally.

b. If we submit to an appraisal, we will still retain our right to deny the claim.

c. An appraisal decision will not be binding on either party.

B. Part 2. Legal Action Against Us of **SECTION III. POLICY CONDITIONS, B. GENERAL CONDITIONS** is deleted and replaced with the following:

2. Legal Action Against Us

No one may bring a legal action against us under this policy unless:

a. There has been full compliance with all the terms of this policy; and

b. The action is brought within the time allowed by law.

C. Part 12. Cancellation of **SECTION III. POLICY CONDITIONS, B. GENERAL CONDITIONS** is deleted and replaced with the following:

12. Cancellation

a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us and to any lender identified in the Declarations advance written notice of cancellation.

b. We may cancel this policy by mailing or delivering to the first Named Insured and to any lender identified in the Declarations written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 90 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the last mailing address known to us.

- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date, and no grace period shall apply.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. We will refund the pro rata unearned premium if the policy is:
 - (1) Cancelled by us or at our request;
 - (2) Cancelled but rewritten with us or in our company group;
 - (3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
 - (4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.
- f. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in (2), (3) or (4) above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
- g. The cancellation will be effective even if we have not made or offered a refund.
- h. If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium.
- i. If notice is mailed, proof of mailing will be sufficient proof of notice.
- j. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
 - (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
 - (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
 - (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
 - (6) A material violation of a material provision of the policy.
- k. If we cancel for:
 - (1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or **loss** payee named in the policy, and any lessee of whom we have received notification prior to the **loss**, at least 10 days before the effective date of cancellation.
 - (2) If we cancel for any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or **loss** payee named in the policy, and any lessee of whom we have received notification prior to the **loss**, at least 20 days before the effective date of cancellation.

D. The following is added to SECTION III. POLICY CONDITIONS, B. GENERAL CONDITIONS:

Nonrenewal

- a. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations written notice of nonrenewal at least 60 days before:
 - (1) Its expiration date; or
 - (2) Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.
- b. However, we are not required to send this notice if nonrenewal is due to your failure to pay any premium required for renewal.
- c. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

SERFF Tracking Number: *PERR-125440807* *State:* *Arkansas*
Filing Company: *DaimlerChrysler Insurance Company* *State Tracking Number:* *#101690 \$50*
Company Tracking Number: *DCIC-DA-AR-08-01-F*
TOI: *20.0 Commercial Auto* *Sub-TOI:* *20.0003 Other*
Product Name: *DCIC-DA-AR-08-01-F*
Project Name/Number: *DCIC-DA-AR-08-01-F/DCIC-DA-AR-08-01-F*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125440807 State: Arkansas
Filing Company: DaimlerChrysler Insurance Company State Tracking Number: #101690 \$50
Company Tracking Number: DCIC-DA-AR-08-01-F
TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other
Product Name: DCIC-DA-AR-08-01-F
Project Name/Number: DCIC-DA-AR-08-01-F/DCIC-DA-AR-08-01-F

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 02/05/2008

Comments:

Attachments:

2007 NAIC FFS.pdf
NAIC PCTD -Forms.pdf

Satisfied -Name: Red- Line Forms, Memo and Letter
of Authorization **Review Status:** Approved 02/05/2008

Comments:

Attachments:

DCIC 511 rmm.pdf
DCIC 514 side by side comparison.pdf
DCIC 688 rmm.pdf
DCIC 691 rmm_.pdf
DCIC 602-AR 0608 -RMM.pdf
Filing Memo DCIC-Revision-Forms.pdf
LOA.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.)

1.	This filing transmittal is part of Company Tracking #	DCIC-DA-AR-08-01-F			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Auto Physical Damage Policy	DCIC 514 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DCIC 514	
02	Commercial Lines Policy Automobile Physical Damage Common Policy Declarations	DCIC 511 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DCIC 511 01 06	
03	Endorsement	DCIC 688 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DCIC 688 01 05	
04	Optional Repair and Replacement Endorsement	DCIC 691 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DCIC 691 03 05	
05	Arkansas Amendatory Endorsement	DCIC 602-AR 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DCIC 602-AR 03 05	
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	DCIC-DA-AR-08-01-F
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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On behalf of DaimlerChrysler Insurance Company (the "Company"), we are submitting this filing to revise the Dealers Automobile Physical Damage Program in your jurisdiction. Please see the enclosed memorandum for additional details.

The Company respectfully requests that the proposed forms be implemented for all policies effective on and after June 1, 2008 for new and renewal business.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
------------	---

Check #: 101690
Amount: \$50.00

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

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

**COMMERCIAL LINES POLICY
AUTOMOBILE PHYSICAL DAMAGE
COMMON POLICY DECLARATIONS**

**DaimlerChrysler
Insurance Company**
27777 Inkster Road
Farmington Hills, MI 48334
800-782-9164

Renewal of Number _____

Policy No. _____

Named Insured and Mailing Address _____

Policy Period: From _____ to _____ at 12:01 A.M. Standard Time at the address of the Named Insured as stated above.

Business Description: _____

In return for the payment of the premium, and subject to all the terms and conditions 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. This premium may be subject to adjustment.

Commercial Automobile Physical Damage Coverage

ITEM ONE: - Form of Business: Individual Partnership Corporation Other _____

ITEM TWO - Schedule Of Coverage 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~~ from the COVERED AUTO Section of the Coverage Form next to the name of the coverage.

PHYSICAL DAMAGE COVERAGES	COVERED AUTOS	DEDUCTIBLES		LIMIT OF INSURANCE	PREMIUM
Comprehensive Coverage	22,29	\$	per auto / \$ Aggregate per loss	\$	Included
Wind, Hail, Flood or Rising Water	22	\$	per auto / \$ Aggregate per loss		Included
False Pretense Coverage	22	\$	1,000 per auto	100,000	Included
Identity Fraud Coverage	22	\$	5,000 2,500 per auto	50,000	Included
Collision Coverage	22,29	\$	per auto / \$ Aggregate per loss	\$	Included

Premium shown is payable: _____ Total Premium: \$ _____

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

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

COUNTERSIGNED: _____ BY: _____
Authorized Representative

DATE: _____

THESE DECLARATIONS TOGETHER WITH THE POLICY CONDITIONS, DEDUCTIBLE OPTIONS, INSURING AGREEMENT, POLICY EXCLUSIONS, ADDITIONAL DEFINITIONS, COVERED AUTOS, AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**DIAMLERCHRYSLER INSURANCE COMPANY
AUTOMOBILE PHYSICAL DAMAGE POLICY
COMPARISON OF CHANGES**

CURRENT APPROVED FORM	PROPOSED FORM	REVISION MARKING MODE
I. A. INTERESTS AND PROPERTY INSURED	I. A. INTERESTS AND PROPERTY INSURED	
The interests insured under this policy are your interests in autos (covered autos) which you own as merchandise for sale or lease.	The interests insured under this policy are your covered autos which you own for sale or lease.	The interests insured under this policy are your interests in autos (covered autos) which you own as merchandise for sale or lease.
I. B. ATTACHMENT OF COVERAGE	I. B. ATTACHMENT OF COVERAGE	
	Coverage Attaches:	<u>Coverage Attaches:</u>
1. The insurance for each covered auto attaches at the time you take ownership of the covered auto .	1. For each covered auto at the time you take ownership of the covered auto .	1. The insurance for <u>For</u> each covered auto attaches at the time you take ownership of the covered auto .
2. As respects autos repossessed by you from a retail purchaser, this insurance shall attach from the time and at the place of repossession.	2. For an auto repossessed by you from a retail purchaser, from the time and at the place of repossession.	2. As respects autos <u>For an auto</u> repossessed by you from a retail purchaser, this insurance shall attach from the time and at the place of repossession.
3. As respects used autos taken in trade and held for resale or lease, coverage attaches when your ownership attaches.	3. For an auto taken in trade or held for resale or lease, when your ownership attaches.	3. As respects used autos <u>For an auto</u> taken in trade and or held for resale or lease, coverage attaches when your ownership attaches.
4. Autos held for sale under a written and signed consignment agreement.	4. For an auto held for sale under a written and signed consignment agreement, when your ownership attaches.	4. Autos <u>For an auto</u> held for sale under a written and signed consignment agreement, <u>when your ownership attaches</u> .

Please note that only those sections with revisions are shown.

**DIAMLERCHRYSLER INSURANCE COMPANY
AUTOMOBILE PHYSICAL DAMAGE POLCY
COMPARISON OF CHANGES**

CURRENT APPROVED FORM	PROPOSED FORM	REVISION MARKING MODE
<p>5. Coverage attaches to any autos you lease, hire, rent or borrow which are used in connection with your business.</p>	<p>5. For an auto you lease, hire, rent or borrow which is used in connection with your business, when your ownership attaches.</p>	<p>5. Coverage attaches to any autos For an auto you lease, hire, rent or borrow which are^{is} used in connection with your business, <u>when your ownership attaches</u></p>
<p>I.C. TERMINATION OF COVERAGE</p>	<p>I.C. TERMINATION OF COVERAGE</p>	
<p>2. Coverage ceases on each auto when the auto is sold or leased by you, or if the auto is repossessed from you.</p>	<p>2. Coverage ceases on each auto when the auto is sold or leased by you to another, or if the auto is repossessed from you.</p>	<p>2. Coverage ceases on each auto when the auto is sold or leased by you <u>to another</u>, or if the auto is repossessed from you.</p>
<p>I.D. COMPREHENSIVE COVERAGES</p>	<p>I.D. COMPREHENSIVE COVERAGES</p>	
<p>c. False Pretense Coverage</p>	<p>c. False Pretense Coverage</p>	
<p>(1) “False pretense loss” means:</p> <p>(a) A loss that results from you voluntarily parting with possession of, or title to, a covered auto by criminal trick, criminal scheme, or under criminal false pretense; or</p> <p>(b) A loss that results from your acquisition of, without your knowledge, an auto that is stolen or has a forged, altered, or counterfeit title or invalid duplicate title.</p>	<p>(1) “False pretense loss” means:</p> <p>(a) A loss that results from your acquisition of, without your knowledge, an auto that is stolen or has a forged, altered, or counterfeit title or invalid duplicate title;</p> <p>(b) A loss that results from you voluntarily parting with possession of, or title to, a covered auto by criminal trick, criminal scheme, or under criminal false pretense due to:</p> <p>(a) The fraudulent use of the identity of another individual; or</p> <p>(b) A credit application obtained for a retail sale or lease on which the name, driver's license number, social security number, and signature of the applicant is false or</p>	<p>(1) “False pretense loss” means:</p> <p>(a) A loss that results from you voluntarily parting with possession of, or title to, a covered auto by criminal trick, criminal scheme, or under criminal false pretense; or</p> <p>(b) A loss that results from your acquisition of, without your knowledge, an auto that is stolen or has a forged, altered, or counterfeit title or invalid duplicate title;</p> <p><u>(b) A loss that results from you voluntarily parting with possession of, or title to, a covered auto by criminal trick, criminal scheme, or under criminal false pretense due to:</u></p> <p><u>(a) The fraudulent use of the identity of another individual; or</u></p> <p><u>(b) A credit application obtained for a</u></p>

Please note that only those sections with revisions are shown.

**DIAMLERCHRYSLER INSURANCE COMPANY
AUTOMOBILE PHYSICAL DAMAGE POLCY
COMPARISON OF CHANGES**

CURRENT APPROVED FORM	PROPOSED FORM	REVISION MARKING MODE
	forged.	<u>retail sale or lease on which the name, driver's license number, social security number, and signature of the applicant is false or forged.</u>
<p>(2) Loss payment for False Pretense Coverage is subject to the following limits and deductibles:</p> <p>(a) We will pay the actual cash value less a \$1,000 deductible for each covered auto for loss caused by false pretense.</p> <p>(c) Our aggregate limit of liability for False Pretense Coverage is \$100,000.00.</p>	<p>(2) Loss payment for False Pretense Coverage is subject to the following limits and deductibles:</p> <p>(a) We will pay the actual cash value less a \$2,500 deductible for each covered auto for loss caused by False Pretense.</p> <p>(c) Our aggregate limit of liability for False Pretense Coverage is \$150,000.00.</p>	<p>(2) Loss payment for False Pretense Coverage is subject to the following limits and deductibles:</p> <p>(a) We will pay the actual cash value less a \$1,000<u>2,500</u> deductible for each covered auto for loss caused by false-pretense<u>False Pretense</u>.</p> <p>(c) Our aggregate limit of liability for False Pretense Coverage is \$100<u>150</u>,000.00.</p>
<p>(3) In addition to other applicable terms and conditions of the policy, False Pretense Coverage does not apply unless:</p> <p>(a) You make every commercially reasonable effort to recover the covered auto;</p> <p>(b) As soon as practicable after discovery of the loss, you file a report or complaint with the local police authority that is empowered to issue arrest warrants;</p>	<p>(3) In addition to other applicable terms and conditions of the policy, False Pretense Coverage does not apply unless all of the following occur:</p> <p>(a) You make every reasonable effort, using a commercial repossession firm to recover the covered auto,</p> <p>(b) You file a report or complaint with the local police authority as soon as practicable after discovery of the loss,</p>	<p>(3) In addition to other applicable terms and conditions of the policy, False Pretense Coverage does not apply unless <u>all of the following occur</u>:</p> <p>(a) You make every commercially<u>reasonable</u> effort, <u>using a commercial repossession firm</u> to recover the covered auto;</p> <p>(b) As soon as practicable after discovery of the loss, you<u>You</u> file a report or complaint with the local police authority that is empowered to issue arrest warrants;<u>as soon as practicable after discovery of the loss,</u></p>

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<p>d. Identity Fraud Coverage. We will pay for identity fraud loss with respect to a covered auto. Coverage for identity fraud loss is automatically afforded as part of Comprehensive Coverage.</p> <p>(1) “Identity fraud loss” is defined as someone causing you to voluntarily part with evidence of, title to, or possession of, a covered auto due to:</p> <p>(a) The fraudulent use of the identity of another individual; or</p> <p>(b) A credit application obtained for a retail sale or lease on which the name, driver's license number, social security number, and signature of the applicant is false or forged.</p> <p>(2) Loss payment for Identity Fraud Coverage is subject to the following limits and deductibles:</p> <p>(a) Our aggregate limit of liability under Identity Fraud Coverage for all losses is \$50,000.</p> <p>(b) We will pay the actual cash value less a \$5,000 deductible for each covered auto.</p> <p>(c) In addition to the deductible set forth in (b), an additional deductible equal to the actual value of any property delivered to you, as full or partial payment for title to, or possession of, a covered auto, will be applicable.</p>	<p>This Section is deleted and incorporated as a part of False pretense .</p>	<p>d. Identity Fraud Coverage. We will pay for identity fraud loss with respect to a covered auto. Coverage for identity fraud loss is automatically afforded as part of Comprehensive Coverage.</p> <p>(1) “Identity fraud loss” is defined as someone causing you to voluntarily part with evidence of, title to, or possession of, a covered auto due to:</p> <p>(a) The fraudulent use of the identity of another individual; or</p> <p>(b) A credit application obtained for a retail sale or lease on which the name, driver's license number, social security number, and signature of the applicant is false or forged.</p> <p>(2) Loss payment for Identity Fraud Coverage is subject to the following limits and deductibles:</p> <p>(a) Our aggregate limit of liability under Identity Fraud Coverage for all losses is \$50,000.</p> <p>(b) We will pay the actual cash value less a \$5,000 deductible for each covered auto.</p> <p>(c) In addition to the deductible set forth in (b), an additional deductible equal to the actual value of any property delivered to you, as full or partial payment for title to, or possession of, a covered auto, will be applicable.</p> <p>(3) Identity Fraud Coverage does not apply unless:</p> <p>(a) You make every commercially reasonable effort to recover the covered auto;</p> <p>(b) As soon as practical after discovery of the loss, you file a report or complaint with the local police</p>

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<p>(3) Identity Fraud Coverage does not apply unless:</p> <p>(a) You make every commercially reasonable effort to recover the covered auto;</p> <p>(b) As soon as practical after discovery of the loss, you file a report or complaint with the local police authority that is empowered to issue arrest warrants; and</p> <p>(c) At the time of the sale, you obtained verification from the issuing bank that any check accepted as down payment or full payment for a covered auto was written on a valid open account with sufficient funds.</p>		<p>authority that is empowered to issue arrest warrants; and</p> <p>(e) At the time of the sale, you obtained verification from the issuing bank that any check accepted as down payment or full payment for a covered auto was written on a valid open account with sufficient funds.</p>
<p>The Company, at its option, may apply a tiered deductible for losses caused by theft of covered autos, False Pretense Loss, or Identity Theft Loss.</p>	<p>The Company, at its option, may apply a tiered deductible for losses caused by theft of covered autos, or False Pretense Loss.</p>	<p>The Company, at its option, may apply a tiered deductible for losses caused by theft of covered autos, <u>or</u> False Pretense Loss, or Identity Theft Loss.</p>
<p>2. COLLISION COVERAGE</p>	<p>2. COLLISION COVERAGE</p>	
<p>Section 2.b.(1) (b)</p>	<p>Section 2.b.(1) (b)</p>	
<p>(b) "Actual dealer cost" is the amount of your invoice for the purchase of the covered auto plus any dealer or dealer subcontractor installed accessories and enhancements, exclusive of profit, factory hold back, advertising, and overhead expenses.</p>	<p>(b) "Actual dealer cost" is the amount of your invoice for the purchase of the covered auto plus the actual cost of any dealer or dealer subcontractor installed accessories and enhancements, exclusive of profit, factory hold back, advertising, and overhead expenses.</p>	<p>(b) "Actual dealer cost" is the amount of your invoice for the purchase of the covered auto plus <u>the actual cost of</u> any dealer or dealer subcontractor installed accessories and enhancements, exclusive of profit, factory hold back, advertising, and overhead expenses.</p>

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<p>Section 2.b.(3)</p> <p>(3) In addition to other terms and conditions of the policy, this insurance does not apply under Economic Loss Coverage unless the covered auto meets all the following criteria:</p> <p>(a) The auto is of the private passenger type or truck of 10,000 G.V.W. or less;</p> <p>(d) The auto is categorized as either new or demonstrator;</p>	<p>Section 2.b.(3)</p> <p>(3) In addition to other terms and conditions of the policy, Economic Loss Coverage does not apply unless the covered auto meets all the following:</p> <p>(a) The auto is of the private passenger type, or a truck of 10,000 Gross Vehicle Weight (GVW) or less;</p> <p>(d) The auto is either new or demonstrator;</p>	<p>(3) In addition to other terms and conditions of the policy, this insurance does not apply under Economic Loss Coverage <u>does not apply under</u> unless the covered auto meets all the following criteria:</p> <p>(a) The auto is of the private passenger type, or <u>a</u> truck of 10,000 G.V.W.ross <u>Vehicle Weight (GVW)</u> or less;</p> <p>(d) The auto is categorized as either new or demonstrator;</p>
<p>Section 3 (SPOT DELIVERY COVERAGE)</p> <p>a. We will cover your interest for comprehensive loss or collision loss (but not for false pretense loss or identity fraud loss) to covered autos sold only for a period of up to ten (10) calendar days following delivery of the autos to the buyer should there prove not to be valid insurance in force in the name of the buyer and/or other party to whom the autos were delivered at the time of the loss.</p> <p>b. Spot Delivery Coverage is subject to a \$1,000 deductible for each covered auto, no matter what Comprehensive Coverage or Collision Coverage options were selected.</p>	<p>Section 3 (SPOT DELIVERY COVERAGE)</p> <p>a. We will cover your interest for comprehensive loss or collision loss but not for false pretense loss to covered autos sold only for a period of up to ten (10) calendar days following delivery of the autos to the buyer should there prove not to be valid insurance in force in the name of the buyer and/or other party to whom the autos were delivered at the time of the loss.</p> <p>b. Spot Delivery Coverage is subject to a \$1,000 deductible for each covered auto, instead of the Comprehensive Coverage or Collision Coverage options that were selected.</p>	<p>a. We will cover your interest for comprehensive loss or collision loss (but not for false pretense loss or identity fraud loss) to covered autos sold only for a period of up to ten (10) calendar days following delivery of the autos to the buyer should there prove not to be valid insurance in force in the name of the buyer and/or other party to whom the autos were delivered at the time of the loss.</p> <p>b. Spot Delivery Coverage is subject to a \$1,000 deductible for each covered auto, no matter what <u>instead of the</u> Comprehensive Coverage or Collision Coverage options <u>that</u> were selected.</p>

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Section 4 (LIMITS OF INSURANCE)	Section 4 (LIMITS OF INSURANCE)	
<p>a. The most we will pay for loss for any one occurrence is the lesser of:</p>	<p>a. The most we will pay for any one loss for any one occurrence is the lesser of:</p>	<p>a. The most we will pay for <u>any one loss</u> for any one occurrence is the lesser of:</p>
Section 5 (DEDUCTIBLE)	Section 5 (DEDUCTIBLE)	
<p>5. DEDUCTIBLE</p> <p>We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage exceeds the per vehicle Deductible shown in the Declarations. Subject to the policy limits, we will pay the amount of the adjusted loss or damage in excess of the Deductible. The per vehicle deductible will cease to apply when the total of all deductibles incurred during the policy period equals or exceeds the aggregate amount shown in the Declarations.</p>	<p>5. DEDUCTIBLE</p> <p>We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage exceeds the per vehicle Deductible shown in the Declarations. Subject to the policy limits, we will pay the amount of the adjusted loss or damage in excess of the Deductible. The per vehicle deductible will cease to apply in a loss when the total of all deductibles incurred equals or exceeds the aggregate amount shown in the Declarations.</p>	<p>5. DEDUCTIBLE</p> <p>We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage exceeds the per vehicle Deductible shown in the Declarations. Subject to the policy limits, we will pay the amount of the adjusted loss or damage in excess of the Deductible. The per vehicle deductible will cease to apply <u>in a loss</u> when the total of all deductibles incurred during the policy period equals or exceeds the aggregate amount shown in the Declarations.</p>
II. POLICY EXCLUSIONS	II. POLICY EXCLUSIONS	
<p>B. Autos leased or rented to others, except that this exclusion shall not apply to service replacement autos. This policy will cover service replacement autos, under Comprehensive Coverage and Collision Coverage, provided to customers but only in excess of the customer's insurance;</p>	<p>B. Autos leased or rented to others, except that this exclusion shall not apply to service replacement autos. This policy will cover service replacement autos, under Comprehensive Coverage and Collision Coverage, provided to customers but only in excess of the customer's insurance or coverage;</p>	<p>B. Autos leased or rented to others, except that this exclusion shall not apply to service replacement autos. This policy will cover service replacement autos, under Comprehensive Coverage and Collision Coverage, provided to customers but only in excess of the customer's insurance <u>or coverage</u>;</p>

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<p>C. Autos sold to a purchaser under a bailment lease, conditional sale, mortgage or other encumbrance, except autos that are repossessed by you or except where loss is covered under Section I.D.1.c, False Pretense Coverage, and Section I.D.1.d, Identity Fraud Coverage</p>	<p>C. Autos sold to a purchaser under a bailment lease, conditional sale, mortgage or other encumbrance, except autos that are repossessed by you or except where loss is covered under Section I.D.1.c, False Pretense Coverage;</p>	<p>C. Autos sold to a purchaser under a bailment lease, conditional sale, mortgage or other encumbrance, except autos that are repossessed by you or except where loss is covered under Section I.D.1.c, False Pretense Coverage, and Section I.D.1.d, Identity Fraud Coverage;</p>
<p>G. In addition to other exclusions in this policy, the following exclusions are also applicable to False Pretense Coverage :</p> <p>1. False pretense loss does not include checks, drafts, or other financial instruments accepted in connection with a lease, finance contract, or other transaction written on insufficient funds or where a stop payment has instituted. However, False pretense loss does include checks, drafts, or other financial instruments that are forged, counterfeit, or drawn on an account closed prior to acceptance by you or your employee.</p> <p>2. False Pretense Coverage does not apply to any auto sold by a dealer and financed by a creditor that subsequently is returned to or repurchased by a creditor that subsequently is returned to or repurchased by the dealer or to any assignee of the dealer because of but not limited to repossession, repurchase or recourse</p>	<p>G. The following exclusions which are also applicable to False Pretense Coverage :</p> <p>1. False Pretense Loss involving the parting with possession or title to any covered auto, or any other transaction, where the Dealer accepted as full or partial payment any checks, drafts, or other financial instruments written on insufficient funds or where a stop payment was instituted, unless the transaction involved criminal trick, criminal scheme, or criminal false pretense.</p> <p>2. False Pretense Coverage does not apply to loss due to nonpayment by the purchaser, for any reason, or any credit extended by you. This includes the purchaser's failure to secure credit, to make payments, bankruptcy, other insolvency proceedings or failure to honor post-dated checks.</p>	<p>G. In addition to other exclusions in this policy, <u>The</u> following exclusions <u>which</u> are also applicable to False Pretense Coverage :</p> <p>1. False pretense loss does not include checks, drafts, or other financial instruments accepted in connection <u>Pretense Loss involving the parting with a lease, finance contract, possession or title to any covered auto, or any other transaction, where the Dealer accepted as full or partial payment any checks, drafts, or other financial instruments written on insufficient funds or where a stop payment</u> has<u>was</u> instituted. However, False pretense loss does include checks, drafts, or other financial instruments that are forged, counterfeit, or drawn on an account closed prior to acceptance by you, unless the transaction involved criminal trick, criminal scheme, or your employee <u>criminal false pretense.</u></p> <p>2. False Pretense Coverage does not apply to any</p>

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<p>agreement, except where loss is covered under Section I.D.1.c, False Pretense Coverage, and Section I.D.1.d, Identity Fraud Coverage.</p> <p>3. False Pretense Coverage does not apply to loss due to nonpayment by the purchaser, for any reason, of any credit extended by you. This includes bankruptcy, other insolvency proceedings or failure to honor post-dated checks.</p> <p>4. There is no coverage if the loss is reported to us more than one hundred eighty (180) calendar days following the date that you voluntarily part with evidence of, title to, possession of, or interest in a covered auto.</p> <p>5. Any loss caused by or involving the illegal exportation of vehicles.</p>	<p>3. There is no coverage if the loss is reported to us more than one hundred eighty (180) calendar days following the date that you voluntarily part with evidence of, title to, possession of, or interest in a covered auto.</p> <p>4. Any loss caused by or involving the illegal exportation of vehicles.</p>	<p>auto sold by a dealer and financed by a creditor that subsequently is returned to or repurchased by a creditor that subsequently is returned to or repurchased by the dealer or to any assignee of the dealer because of but not limited to repossession, repurchase or recourse agreement, except where loss is covered under Section I.D.1.c, False Pretense Coverage, and Section I.D.1.d, Identity Fraud Coverage.</p> <p>3. False Pretense Coverage does not apply to loss due to nonpayment by the purchaser, for any reason, of or any credit extended by you. This includes <u>the purchaser's failure to secure credit, to make payments,</u> bankruptcy, other insolvency proceedings or failure to honor post-dated checks.</p> <p>43. There is no coverage if the loss is reported to us more than one hundred eighty (180) calendar days following the date that you voluntarily part with evidence of, title to, possession of, or interest in a covered auto.</p> <p>54. Any loss caused by or involving the illegal exportation of vehicles.</p>
<p>H. In addition to other exclusions in this policy, the following exclusions are applicable to Identity Fraud Coverage:</p> <p>1. There is no coverage if the loss is reported to us more than one hundred eighty (180) calendar days following the date that you</p>	<p>This Section is deleted and incorporated as a part of False pretense.</p>	<p>H. In addition to other exclusions in this policy, the following exclusions are applicable to Identity Fraud Coverage:</p> <p>1. There is no coverage if the loss is reported to us more than one hundred eighty (180) calendar days following the date that you voluntarily parted with evidence of, title to, possession of or interest in a covered</p>

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<p>voluntarily parted with evidence of, title to, possession of or interest in a covered auto;</p> <p>2. There is no coverage if the loss is due to nonpayment by the purchaser, for any reason, of any credit extended by you. This includes bankruptcy, other insolvency proceedings or failure to honor post-dated checks;</p> <p>3. There is no coverage if fraud warnings have been triggered and ignored by the creditor.</p> <p>4. Any loss caused by or involving the illegal exportation of vehicles.</p> <p>5. Any loss that is caused by or involves false pretense.</p>		<p>auto;</p> <p>2. There is no coverage if the loss is due to nonpayment by the purchaser, for any reason, of any credit extended by you. This includes bankruptcy, other insolvency proceedings or failure to honor post dated checks;</p> <p>3. There is no coverage if fraud warnings have been triggered and ignored by the creditor.</p> <p>4. Any loss caused by or involving the illegal exportation of vehicles.</p> <p>5. Any loss that is caused by or involves false pretense.</p>
<p>I. Diminution, or loss of value as a result of any loss to an covered auto.</p>	<p>H. Diminution, or loss of value as a result of any loss to a covered auto.</p>	<p><u>H.</u> Diminution, or loss of value as a result of any loss to a covered auto.</p>
<p>K. We will not pay for loss to any of the following:</p> <p>1. Tape decks or other sound reproducing equipment unless permanently installed in a covered auto;</p> <p>2. Tapes, records or other sound reproducing devices designed for</p>	<p>J. Loss to any of the following:</p> <p>1. Any electronic equipment that receives or transmits audio, visual, or data signals or other sound-producing equipment, unless permanently installed in a covered auto;</p> <p>2. Tapes, records, discs or other</p>	<p>K. We will not pay for loss. <u>J.</u> Loss to any of the following:</p> <p>1. Tape decks <u>Any electronic equipment that receives or transmits audio, visual, or data signals</u> or other sound-re-producing equipment, unless permanently installed in a covered auto;</p> <p>2. Tapes, records, <u>discs</u> or other sound</p>

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<p>use with sound reproducing equipment;</p>	<p>similar audio, visual, or data electronic devices designed for use with audio, visual, or data electronic equipment;</p> <p>5. GPS devices or equipment, unless permanently installed in a covered auto.</p>	<p>reproducing <u>similar audio, visual, or data electronic</u> devices designed for use with sound-reproducing <u>audio, visual, or data electronic</u> equipment;</p> <p><u>5. GPS devices or equipment, unless permanently installed in a covered auto.</u></p>
<p>III. POLICY CONDITIONS</p>	<p>III. POLICY CONDITIONS</p>	
<p>Section 3. Duties in the Event of Loss</p>	<p>Section 3. Duties in the Event of Loss</p>	
<p>We have no duty to provide coverage under this policy unless there has been full compliance with the following duties. You must see that the following are done in the event of loss to a covered auto:</p>	<p>We have no duty to provide coverage under this policy unless there has been full compliance with the following duties. In the event of loss to a covered auto, you must:</p>	<p>We have no duty to provide coverage under this policy unless there has been full compliance with the following duties. You must see that the following are done in <u>In</u> the event of loss to a covered auto, <u>you must</u>:</p>
<p>f. If requested, permit us to question you under oath, at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records and give us a statement of your answers;</p>	<p>f. If requested, permit us to question you under oath, at such times as may be reasonably required, about any matter relating to this insurance or your claim, including your books and records, and provide honest answers to the questions presented to you;</p>	<p>f. If requested, permit us to question you under oath, at such times as may be reasonably required, about any matter relating to this insurance or your claim, including your books and records, and give us a statement of your <u>provide honest</u> answers <u>to the questions presented to you</u>;</p>
<p>Section 4. Loss Payment</p>	<p>Section 4. Loss Payment</p>	
	<p>All options are subject to valuation and settlement based on conventional or paintless dent repair (pdr), at the Company's sole discretion.</p>	<p><u>All options are subject to valuation and settlement based on conventional or paintless dent repair (pdr), at the Company's sole discretion.</u></p>

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<p>Section III.B.12 Repair and Replacement (only those sections revised are shown for comparison)</p> <p>12. Repair and Replacement Standard Repair and Replacement</p> <p>we most we will pay for loss to any covered auto is:</p> <p>If the auto is a total loss, we will pay the following amounts:</p> <p>If the auto is a new auto (including demonstrators). the most we will pay is an amount equal to the factory invoice price, including charges for freight, less any charges for mileage depreciation, dealer's discounts, rebates and advertising costs;</p> <p>If the auto is a used auto. the most we will pay is the lesser amount or either the actual amount paid by the dealer or the current wholesale value based on NADA (Gold Book) or Kelly (Blue Book), whichever is more widely used in the area; or</p> <p>) If the auto is not a total loss, we will pay the following amounts:</p>	<p>Section III.A.5. Repair and Replacement</p> <p>5. Repair and Replacement Standard Repair and Replacement</p> <p>we most we will pay for loss to any covered auto is:</p> <p>If the auto is a total loss, we will pay the following amounts:</p> <p>If the auto is a new auto or demonstrator, the most we will pay is an amount equal to the factory invoice price, including charges for freight, less any charges for mileage depreciation, dealer's discounts, rebates and advertising costs;</p> <p>If the auto is a used auto, the most we will pay is the lesser amount of either the actual amount paid by the dealer or the current wholesale value based on NADA (Gold Book) or Kelly (Blue Book), at our discretion; or</p> <p>If the auto is not a total loss, we will pay the following amounts:</p> <p>All options are subject to valuation and settlement based on conventional or paintless dent repair (pdr), at the Company's sole discretion.</p> <p>) When paintless dent repair (pdr) is used the</p>	<p>125. Repair and Replacement Standard Repair and Replacement</p> <p>we most we will pay for loss to any covered auto is:</p> <p>) If the auto is a total loss, we will pay the following amounts:</p> <p>) If the auto is a new auto (including demonstrators) or demonstrator, the most we will pay is an amount equal to the factory invoice price, including charges for freight, less any charges for mileage depreciation, dealer's discounts, rebates and advertising costs;</p> <p>) If the auto is a used auto, the most we will pay is the lesser amount or of either the actual amount paid by the dealer or the current wholesale value based on NADA (Gold Book) or Kelly (Blue Book), whichever is more widely used in the area at our discretion; or</p> <p>) If the auto is not a total loss, we will pay the following amounts:</p> <p><u>All options are subject to valuation and settlement based on conventional or paintless dent repair (pdr), at the Company's sole discretion.</u></p> <p><u>) When paintless dent repair (pdr) is used the percentage of repair on labor will not be discounted.</u></p>

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<p>b. Additional Definitions</p> <p>The following are added to the Definitions Section:</p> <p>(2) “Wholesale value” means:</p> <p>(c) For other than new auto and demonstrator, the value based on NADA (Gold Book) or Kelly (Blue Book), whichever is more widely used in the area.</p>	<p>percentage of repair on labor will not be discounted.</p> <p>b. Additional Definitions</p> <p>The following are added to the Definitions Section:</p> <p>(2) “Wholesale value” means:</p> <p>(c) For other than new auto and demonstrator, the value based on NADA (Gold Book) or Kelly (Blue Book), at our discretion.</p>	<p>b. Additional Definitions</p> <p>The following are added to the Definitions Section:</p> <p>(2) “Wholesale value” means:</p> <p>(c) For other than new auto and demonstrator, the value based on NADA (Gold Book) or Kelly (Blue Book), whichever is more widely used in the area <u>at our discretion.</u></p>
<p>5. Transfer of Rights of Recovery Against Others to Us</p>	<p>6. Transfer of Rights of Recovery Against Others to Us</p> <p>Renumbered from 5 to 6.</p>	<p>56. Transfer of Rights of Recovery Against Others to Us</p>
<p>Section III.B.13. Loss Settlement Clause</p>	<p>Section III.A.7. Loss Settlement Clause</p>	
<p>13. Loss Settlement Clause</p> <p>In the event of total loss, loss settlement will be based on actual cash value at the time of loss, subject to Section 12.</p>	<p>7. Loss Settlement Clause</p> <p>In the event of total loss, loss settlement will be based on actual cash value at the time of loss, subject to Loss Conditions 5 and 6.</p>	<p>137. Loss Settlement Clause</p> <p>In the event of total loss, loss settlement will be based on actual cash value at the time of loss, subject to Section 12 <u>Loss Conditions 5 and 6.</u></p>

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Section III.B General Conditions	Section III.B General Conditions	
<p>2. Legal Action Against Us</p> <p>b. The action is brought within 2 years after you have knowledge of the loss.</p>	<p>2. Legal Action Against Us</p> <p>b. The action is brought within 2 years after you knew, or should have known, of the loss.</p>	<p>2. Legal Action Against Us</p> <p>b. The action is brought within 2 years after you <u>knew, or should</u> have knowledge<u>known</u>, of the loss.</p>
<p>5. Other Insurance</p> <p>b. When this policy and any other policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our policy bears to the total of the limits of all the policies covering on the same basis.</p>	<p>5. Other Insurance</p> <p>b. When this coverage, or any other coverage, covers on the same basis, either excess or primary, we will only pay our share. Our share is the proportion that the Limit of Insurance of our coverage bears to the total of the limits of all the coverages on the same basis.</p>	<p>5. Other Insurance</p> <p>b. When this policy and <u>coverage, or</u> any other policy<u>coverage</u>, covers on the same basis, either excess or primary, we will pay only <u>pay</u> our share. Our share is the proportion that the Limit of Insurance of our policy<u>coverage</u> bears to the total of the limits of all the policies covering<u>coverages</u> on the same basis.</p>
<p>8. Monthly Reports And Premium</p> <p>If, at the time of loss, you have failed to submit the statement of values;</p> <p>) if you have not submitted any statement of values, our liability will be limited to no more than ninety (90) % of the amount for which we should otherwise be liable.</p>	<p>8. Monthly Reports And Premium</p> <p>If, at the time of loss or damage, you have failed to submit the required reports:</p> <p>2) If you have not submitted any statement of values, our liability will be limited to no more than 90% of the amount for which we should otherwise be liable.</p>	<p>8. Monthly Reports And Premium</p> <p>If, at the time of loss <u>or damage</u>, you have failed to submit the statement of values;<u>required reports:</u></p> <p>2) #If you have not submitted any statement of values, our liability will be limited to no more than ninety <u>(90)</u>-% of the amount for which we should otherwise be liable.</p>

Please note that only those sections with revisions are shown.

**DIAMLERCHRYSLER INSURANCE COMPANY
AUTOMOBILE PHYSICAL DAMAGE POLCY
COMPARISON OF CHANGES**

CURRENT APPROVED FORM

PROPOSED FORM

REVISION MARKING MODE

<p>10. Weather Protective Structure Credit</p> <p>a. The following credit will be applied to the dealer's comprehensive rate, provided the prescribed percentage of floor plan insurance values are routinely stored under an approved weather protective structure.</p> <table style="margin-left: 40px;"> <tr> <td style="text-align: center;"><u>Credit</u></td> <td style="text-align: center;">Floored Planned Values Covered Under <u>Approved Weather Protective Structure</u></td> </tr> <tr> <td style="text-align: center;">65%</td> <td style="text-align: center;">85%</td> </tr> <tr> <td style="text-align: center;">70%</td> <td style="text-align: center;">90%</td> </tr> <tr> <td style="text-align: center;">75%</td> <td style="text-align: center;">100%</td> </tr> </table> <p>b. An approved “weather protective structure” is defined as a permanently installed structure that will protect the stored autos from weather related damage in general and hail inflicted damage in particular.</p>	<u>Credit</u>	Floored Planned Values Covered Under <u>Approved Weather Protective Structure</u>	65%	85%	70%	90%	75%	100%	<p>This entire section was deleted from the proposed form.</p>	<p>10. Weather Protective Structure Credit</p> <p>a. The following credit will be applied to the dealer's comprehensive rate, provided the prescribed percentage of floor plan insurance values are routinely stored under an approved weather protective structure.</p> <table style="margin-left: 40px; color: green;"> <tr> <td style="text-align: center;"><u>Credit</u></td> <td style="text-align: center;">Floored Planned Values Covered Under <u>Approved Weather Protective Structure</u></td> </tr> <tr> <td style="text-align: center;">65%</td> <td style="text-align: center;">85%</td> </tr> <tr> <td style="text-align: center;">70%</td> <td style="text-align: center;">90%</td> </tr> <tr> <td style="text-align: center;">75%</td> <td style="text-align: center;">100%</td> </tr> </table> <p>b. An approved “weather protective structure” is defined as a permanently installed structure that will protect the stored autos from weather related damage in general and hail inflicted damage in particular. Weather protective structures include what is commonly referred to as a hail net or sun screen.</p> <p>e. The approved weather protective structure must be made of material that will withstand extreme weather conditions and comply with local building and fire safety codes.</p>	<u>Credit</u>	Floored Planned Values Covered Under <u>Approved Weather Protective Structure</u>	65%	85%	70%	90%	75%	100%
<u>Credit</u>	Floored Planned Values Covered Under <u>Approved Weather Protective Structure</u>																	
65%	85%																	
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Please note that only those sections with revisions are shown.

**DIAMLERCHRYSLER INSURANCE COMPANY
AUTOMOBILE PHYSICAL DAMAGE POLICY
COMPARISON OF CHANGES**

CURRENT APPROVED FORM	PROPOSED FORM	REVISION MARKING MODE
<p>Weather protective structures include what is commonly referred to as a hail net or sun screen.</p> <p>c. The approved weather protective structure must be made of material that will withstand extreme weather conditions and comply with local building and fire safety codes.</p> <p>d. If the approved weather protective structure is installed during the coverage period, the credit will become effective on the first of the month following completion of the structure.</p>		<p>d. If the approved weather protective structure is installed during the coverage period, the credit will become effective on the first of the month following completion of the structure.</p>
<p>11. Examination of Records</p> <p>We may examine and audit your books and as they relate to this policy at any reasonable time during the policy period and up to 3 years afterward.</p>	<p>10. Examination of Records</p> <p>We may examine and audit your books and records as they relate to this policy at any reasonable time during the policy period and up to 3 years afterward.</p>	<p>1110. Examination of Records</p> <p>We may examine and audit your books and <u>records</u> as they relate to this policy at any reasonable time during the policy period and up to 3 years afterward.</p>
<p>Section III.B.12. Repair and Replacement</p>	<p>Moved to Section III.A.5 – See comparison of changes noted above.</p>	

Please note that only those sections with revisions are shown.

**DIAMLERCHRYSLER INSURANCE COMPANY
AUTOMOBILE PHYSICAL DAMAGE POLICY
COMPARISON OF CHANGES**

CURRENT APPROVED FORM	PROPOSED FORM	REVISION MARKING MODE
<p>Section III.B.13. Loss Settlement Clause</p>	<p>Moved to Section III.A.7 – See comparison of changes noted above.</p>	
<p>14. Policy Changes</p> <p>We may change this policy by issuing a written notice of the change to you at the address shown in the Declarations. This policy contains all of the insurance agreements between you and us. If a change is made that requires a premium adjustment, we will adjust the premium as of the effective date of the coverage change. Changes to the policy terms can only be made by an endorsement issued by us and made a part of the policy.</p>	<p>11. Policy Changes</p> <p>We may change this policy by issuing a written notice of the change to you at the address shown in the Declarations. This policy contains all of the insurance agreements between you and us. If a change is made that requires a premium adjustment, we will adjust the premium as of the effective date of the coverage change. Changes to the policy terms can be only made by endorsement issued by us and made part of the policy.</p>	<p>1411. Policy Changes</p> <p>We may change this policy by issuing a written notice of the change to you at the address shown in the Declarations. This policy contains all of the insurance agreements between<u>between</u> you and us. If a change is made that requires a premium adjustment, we will adjust the premium as of the effective date of the coverage change. -Changes to the policy terms can <u>be</u> only be made by an endorsement issued by us and made a part of the policy.</p>
<p>Section III.C. ADDITIONAL DEFINITIONS</p>	<p>Section III.C. ADDITIONAL DEFINITIONS</p>	
<p>5. “Loss” means direct and accident loss or damage.</p>	<p>5. “Loss” means direct and accidental physical loss or physical damage to covered Autos.</p>	<p>5. “Loss” means direct and accident<u>accidental physical loss</u> or <u>physical damage</u>. to covered Autos.</p>
<p>6. “Values” means the stated amount of all of your owned auto inventory, not insured elsewhere, that is shown on the financial statements and records of your business.</p>	<p>6. “Values” means the original invoice amount plus any additional amount advanced by you for each auto Financed at month-end.</p>	<p>6. “Values” means the stated amount of all of your owned auto inventory, not insured elsewhere, that is shown on the financial statements and records of your business. <u>“Values” means the original invoice amount plus any additional amount advanced by you for each auto Financed at month-end.</u></p>

Please note that only those sections with revisions are shown.

**DIAMLERCHRYSLER INSURANCE COMPANY
AUTOMOBILE PHYSICAL DAMAGE POLCY
COMPARISON OF CHANGES**

CURRENT APPROVED FORM	PROPOSED FORM	REVISION MARKING MODE
	<p>7. “Occurrence” means a continuous or repeated exposure to the same conditions.</p> <p>(This is a new item added)</p>	<p><u>7. “Occurrence” means a continuous or repeated exposure to the same conditions.</u></p>
	<p>Liberalization Clause</p> <p>If we revise this coverage to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.</p> <p>(This is a new item added)</p>	<p><u>Liberalization Clause</u></p> <p><u>If we revise this coverage to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.</u></p>
<p>IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Vice President and Secretary at Farmington Hills, Michigan.</p> <p>_____ Secretary Vice President</p>	<p>IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Vice President and General Manager at Farmington Hills, Michigan.</p> <p>_____ Vice President and General Manager</p>	<p>IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Vice President and Secretary<u>General Manager</u> at Farmington Hills, Michigan.</p> <p>_____ Secretary Vice President</p> <p><u>Vice President and General Manager</u></p>

Please note that only those sections with revisions are shown.

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

ENDORSEMENT

This endorsement, effective on At 12:01 A.M. standard time, forms a part of

Policy No. of the DaimlerChrysler Insurance Company
(NAME OF INSURANCE COMPANY)

Issued to

By Authorized Representative

DCIC 514 Amendment

DCIC 514 is amended as follows:

| False Pretense aggregate limit of liability is \$~~100~~150,000 per individual dealership entity.

| ~~Identity Fraud aggregate limit of liability is \$50,000 per individual dealership entity.~~

Other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

OPTIONAL REPAIR AND REPLACEMENT ENDORSEMENT

For an additional premium, ~~subpart a. Standard Repair and Replacement~~ the following section of ~~Part 12. Repair and Replacement~~ of Section ~~form DCIC 514~~ is deleted

III. POLICY CONDITIONS, ~~B. GENERAL~~ A. LOSS CONDITIONS, 5. Repair and Replacement, a. Standard Repair and Replacement, (2) If the auto is ~~deleted-not a total loss, we will pay the following amounts:~~

and ~~is~~ replaced with the following section:

III. POLICY CONDITIONS

A. LOSS CONDITIONS

5. Repair and Replacement

a. ~~Optional~~ Repair and Replacement

(2) If the auto is not a total loss, we will pay the following amounts:

All options are subject to valuation and settlement based on conventional or paintless dent repair (pdr), at the Company's sole discretion.

The most we will pay for **loss** to any covered **auto** is:

- ~~(1a)~~ Labor Rates:
 - ~~(a)i~~ Dealers with body shops owned by or affiliated with the Dealer - On repair, 100% of the posted labor rate will be paid.
 - ~~(b)ii~~ Dealers without body shops owned by or affiliated with the Dealer - Sublet repair work will be calculated at the body shop's posted labor rate.
- ~~(2b)~~ Parts Price:
 - ~~(a)i~~ Dealers with body shops owned by or affiliated with the Dealer - Posted retail price will be paid.
 - ~~(b)ii~~ Dealers without body shops owned by or affiliated with the Dealer - Posted retail price will be paid.
- ~~(3c)~~ Sublet Labor Rate and Parts other than those described in Sections ~~(1a)~~ or ~~(2b)~~:
 - ~~(a)~~ Glass replacement is subject to the posted retail price.
 - ~~(b)~~ Paint and material is subject to the posted retail price for dealers with body shops.
 - i) Labor that must be performed or parts that must be purchased at a sublet shop will be computed at the actual amount paid by the dealer.

~~(4)~~ **ii** Glass replacement is subject to the posted retail price.

iii Paint and material is subject to the posted retail price for dealers with body shops.

d State Retail Tax will not be paid where the dealer or sublet shop have a tax exempt number unless required by state statute.

e When paintless dent repair (pdr) is used, the percentage of repair on labor will not be discounted.

All other ~~policy~~coverage terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ARKANSAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the **AUTOMOBILE PHYSICAL DAMAGE POLICY**.

A. Part 2. **Appraisal** of **SECTION III. POLICY CONDITIONS, A. LOSS CONDITONS** is deleted and replaced with the following:

2. Appraisal

a. If you and we disagree on the amount of **loss**, either party may make a written request for an appraisal of the **loss**. However, an appraisal will be made only if both you and we agree, voluntarily, to have the **loss** appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the **actual cash value** and amount of **loss**. If they fail to agree, they will submit their differences to the umpire. Each party will:

(1) Pay its chosen appraiser; and

(2) Bear the other expenses of the appraisal and umpire equally.

b. If we submit to an appraisal, we will still retain our right to deny the claim.

c. An appraisal decision will not be binding on either party.

B. Part 2. **Legal Action Against Us** of **SECTION III. POLICY CONDITIONS, B. GENERAL CONDITIONS** is deleted and replaced with the following:

2. Legal Action Against Us

No one may bring a legal action against us under this policy unless:

a. There has been full compliance with all the terms of this policy; and

b. The action is brought within the time allowed by law.

C. Part ~~1512~~. **Cancellation** of **SECTION III. POLICY CONDITIONS, B. GENERAL CONDITIONS** is deleted and replaced with the following:

~~1512~~. **Cancellation**

a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us and to any lender identified in the Declarations advance written notice of cancellation.

b. We may cancel this policy by mailing or delivering to the first Named Insured and to any lender identified in the Declarations written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 90 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the last mailing address known to us.

- d.** Notice of cancellation will state the effective date of cancellation. The policy period will end on that date, and no grace period shall apply.
- e.** If this policy is cancelled, we will send the first Named Insured any premium refund due. We will refund the pro rata unearned premium if the policy is:
 - (1)** Cancelled by us or at our request;
 - (2)** Cancelled but rewritten with us or in our company group;
 - (3)** Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
 - (4)** Cancelled after the first year of a prepaid policy that was written for a term of more than one year.
- f.** If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **(2)**, **(3)** or **(4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
- g.** The cancellation will be effective even if we have not made or offered a refund.
- h.** If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium.
- i.** If notice is mailed, proof of mailing will be sufficient proof of notice.
- j.** If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:
 - (1)** Nonpayment of premium;
 - (2)** Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
 - (3)** The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
 - (4)** Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
 - (5)** Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
 - (6)** A material violation of a material provision of the policy.
- k.** If we cancel for:
 - (1)** Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or **loss** payee named in the policy, and any lessee of whom we have received notification prior to the **loss**, at least 10 days before the effective date of cancellation.
 - (2)** If we cancel for any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or **loss** payee named in the policy, and any lessee of whom we have received notification prior to the **loss**, at least 20 days before the effective date of cancellation.

D. The following is added to SECTION III. POLICY CONDITIONS, B. GENERAL CONDITIONS:

Nonrenewal

- a. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations written notice of nonrenewal at least 60 days before:
 - (1) Its expiration date; or
 - (2) Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.
- b. However, we are not required to send this notice if nonrenewal is due to your failure to pay any premium required for renewal.
- c. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

DaimlerChrysler Insurance Company
Commercial Auto Physical Damage
Dealer Automobile Physical Damage Program

Forms Filing Memorandum

On behalf of DaimlerChrysler Insurance Company ("DaimlerChrysler") we are filing a revision to DaimlerChrysler's Dealers Automobile Physical Damage Program. With this filing DaimlerChrysler is revising the policy form to be used with this program.

FORMS

DaimlerChrysler is submitting revisions to the following forms. In addition to the revised form, the form in revision marking mode is also enclosed.

- Form DCIC 511 – Declarations Page - is being revised to correct a typo, delete reference to Identity Fraud as a separate coverage, add the deductible and limit of liability for False Pretense Loss.
- Form DCIC 691 – is being revised to specifically include paintless dent repair and other editorial revisions.
- Form DCIC 688 – is being revised to address the changes being made to Identity Fraud and False Pretense Loss.

The Main policy form, Form DCIC 514 is also being revised. A side by side comparison of the changes is attached with this filing. Please note, only those sections where changes have taken place are being shown. The following highlights the list of changes to the main policy form:

- Correction of typos
- Editorial changes in nature
- We have removed the section entitled IDENTITY FRAUD LOSS of the (01/06) version. It has been incorporated within the section entitled FALSE PRETENSE LOSS. Because False Pretense and Identity Fraud are now included together, the deductible is now \$2,500 for each covered auto with a \$150,000 total limit. Previously, there were separate deductibles and limits. False Pretense was \$1,000 per auto, with a \$100,000 total limit. Identity Fraud was \$5,000 per auto, with a \$50,000 total limit.
- Weather Protective credits were removed from the policy form as the policy coverage form is not the appropriate place for rating credits.
- Some sections under the General Conditions section were moved to the Loss Conditions section.
- Repair and Replacement section was revised to specifically include paintless dent repair.

As the above changes have resulting in certain sections of the policy form being renumbered, revisions to the amendatory endorsement in your state, if applicable, were also needed. The revised amendatory and the amendatory endorsement in revision marking mode is also included for your review.

The above changes result in an overall impact of 0.0%. We are proposing that these revisions become effective June 1, 2008.



DAIMLERCHRYSLER**DaimlerChrysler
Insurance Company**

March 20, 2007

To Whom It May Concern:

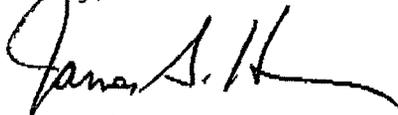
Perr & Knight, Inc. is hereby authorized to submit rate, rule, and form filings on behalf of DaimlerChrysler Insurance Company. This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary. The authorization is deemed to be in effect until December 31, 2008.

Please direct all correspondence 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

Please contact me at 248-427-4223 if you have any questions regarding this authorization.

Sincerely,



James S. Haan
Vice President & General Manager
DaimlerChrysler Insurance Company

Company

A member of the DaimlerChrysler Services Group

DaimlerChrysler Insurance

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