

SERFF Tracking Number: LBRM-125508010 State: Arkansas  
First Filing Company: America First Insurance Company, ... State Tracking Number: EFT \$50  
Company Tracking Number: 2008-00445  
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto  
Product Name: Commercial Automobile Program  
Project Name/Number: School Products/CQ 69838

## Filing at a Glance

Companies: America First Insurance Company, Peerless Indemnity Insurance Company, Peerless Insurance Company, The Netherlands Insurance Company

Product Name: Commercial Automobile Program  
TOI: 20.0 Commercial Auto  
Sub-TOI: 20.0001 Business Auto  
Filing Type: Form  
Effective Date Requested (New): 07/01/2008  
Effective Date Requested (Renewal): 07/01/2008  
State Filing Description:

SERFF Tr Num: LBRM-125508010 State: Arkansas  
SERFF Status: Closed  
Co Tr Num: 2008-00445  
Co Status:  
Author: Sarah Lawrence  
Date Submitted: 02/27/2008  
State Tr Num: EFT \$50  
State Status: Fees verified and received  
Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding  
Disposition Date: 03/05/2008  
Disposition Status: Approved  
Effective Date (New): 07/01/2008  
Effective Date (Renewal): 07/01/2008

## General Information

Project Name: School Products  
Project Number: CQ 69838  
Reference Organization: n/a  
Reference Title: n/a  
Filing Status Changed: 03/05/2008  
State Status Changed: 03/05/2008  
Corresponding Filing Tracking Number: 2008-01181

Status of Filing in Domicile: Not Filed  
Domicile Status Comments: n/a  
Reference Number: n/a  
Advisory Org. Circular: n/a  
Deemer Date:

### Filing Description:

Effective July 1, 2008 for all policies, we wish to file our independent forms 16-99 edition 01-2008 Garagekeepers Coverage Amendatory Insurance, 16-98 edition 01-2008 Replacement Cost Coverage - School Busses, 16-97 edition 01-2008 School Bus Replacement Cost Coverage - Garaged School Buses Only and 16-97 edition 01-2008 School Business Auto Extension Endorsement to replace the 03-1999. The coinciding Rates and Rules are being filed under separate cover our company filing number 2008-01181.

SERFF Tracking Number: LBRM-125508010 State: Arkansas  
 First Filing Company: America First Insurance Company, ... State Tracking Number: EFT \$50  
 Company Tracking Number: 2008-00445  
 TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto  
 Product Name: Commercial Automobile Program  
 Project Name/Number: School Products/CQ 69838

## Company and Contact

### Filing Contact Information

Sarah Lawrence, State Filings Technician sarah.lawrence@LibertyMutual.com  
 62 Maple Ave (800) 826-6189 [Phone]  
 Keene, NH 03431 (603) 352-9252[FAX]

### Filing Company Information

America First Insurance Company	CoCode: 12696	State of Domicile: New Hampshire
62 Maple Ave.	Group Code: 111	Company Type: P & C
Keene, NH 03431	Group Name:	State ID Number:
(800) 826-6189 ext. [Phone]	FEIN Number: 58-0953149	

Peerless Indemnity Insurance Company	CoCode: 18333	State of Domicile: Illinois
62 Maple Ave.	Group Code: 111	Company Type: Property & Casualty
Keene, NH 03431	Group Name:	State ID Number:
(800) 826-6189 ext. [Phone]	FEIN Number: 13-2919779	

Peerless Insurance Company	CoCode: 24198	State of Domicile: New Hampshire
62 Maple Avenue	Group Code: 111	Company Type: Property & Casualty
Keene, NH 03431	Group Name:	State ID Number:
(800) 826-6189 ext. [Phone]	FEIN Number: 02-0177030	

The Netherlands Insurance Company	CoCode: 24171	State of Domicile: New Hampshire
62 Maple Avenue	Group Code: 111	Company Type: Property & Casualty
Keene, NH 03431	Group Name:	State ID Number:
(800) 826-6189 ext. [Phone]	FEIN Number: 02-0342937	

## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00

<i>SERFF Tracking Number:</i>	<i>LBRM-125508010</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>America First Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-00445</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>Commercial Automobile Program</i>		
<i>Project Name/Number:</i>	<i>School Products/CQ 69838</i>		
<b>Retaliatory?</b>	<b>No</b>		
<b>Fee Explanation:</b>			
<b>Per Company:</b>	<b>No</b>		

*SERFF Tracking Number:*    *LBRM-125508010*                      *State:*                      *Arkansas*  
*First Filing Company:*    *America First Insurance Company, ...*                      *State Tracking Number:*    *EFT \$50*  
*Company Tracking Number:*    *2008-00445*  
*TOI:*                      *20.0 Commercial Auto*                      *Sub-TOI:*                      *20.0001 Business Auto*  
*Product Name:*                      *Commercial Automobile Program*  
*Project Name/Number:*                      *School Products/CQ 69838*

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
America First Insurance Company	\$50.00	02/27/2008	18185909
Peerless Indemnity Insurance Company	\$0.00	02/27/2008	
Peerless Insurance Company	\$0.00	02/27/2008	
The Netherlands Insurance Company	\$0.00	02/27/2008	

<i>SERFF Tracking Number:</i>	<i>LBRM-125508010</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>America First Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-00445</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>Commercial Automobile Program</i>		
<i>Project Name/Number:</i>	<i>School Products/CQ 69838</i>		

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Llyweyia Rawlins	03/05/2008	03/05/2008

### Amendments

<b>Item</b>	<b>Schedule</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
School Bus Replacement Cost Coverage - Garaged School Buses only	Form	Sarah Lawrence	02/28/2008	02/28/2008
Replacement Form Cost Coverage - School Buses		Sarah Lawrence	02/28/2008	02/28/2008
GarageKeepers Coverage mandatory Insurance	Form	Sarah Lawrence	02/28/2008	02/28/2008

SERFF Tracking Number: LBRM-125508010 State: Arkansas  
First Filing Company: America First Insurance Company, ... State Tracking Number: EFT \$50  
Company Tracking Number: 2008-00445  
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto  
Product Name: Commercial Automobile Program  
Project Name/Number: School Products/CQ 69838

## Disposition

Disposition Date: 03/05/2008  
Effective Date (New): 07/01/2008  
Effective Date (Renewal): 07/01/2008  
Status: Approved  
Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: LBRM-125508010 State: Arkansas  
 First Filing Company: America First Insurance Company, ... State Tracking Number: EFT \$50  
 Company Tracking Number: 2008-00445  
 TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto  
 Product Name: Commercial Automobile Program  
 Project Name/Number: School Products/CQ 69838

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Side by Side and Memo's	Approved	Yes
Form	School business Auto Extension	Approved	Yes
Form (revised)	School Bus Replacement Cost Coverage - Garaged School Buses only	Approved	Yes
Form	School Bus Replacement Cost Coverage - Garaged School Buses only	Disapproved	No
Form (revised)	Replacement Cost Coverage - School Buses	Approved	Yes
Form	Replacement Cost Coverage - School Buses	Disapproved	No
Form (revised)	GarageKeepers Coverage mandatory Insurance	Approved	Yes
Form	GarageKeepers Coverage mandatory Insurance	Disapproved	No

SERFF Tracking Number: LBRM-125508010 State: Arkansas  
 First Filing Company: America First Insurance Company, ... State Tracking Number: EFT \$50  
 Company Tracking Number: 2008-00445  
 TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto  
 Product Name: Commercial Automobile Program  
 Project Name/Number: School Products/CQ 69838

**Amendment Letter**

Amendment Date:  
 Submitted Date: 02/28/2008

**Comments:**

It has come to our attention that the forms submitted for 16-97, 16-98, and 16-99 show a 10-2007 edition date, which is incorrect, attached please find the correct edition dates of 01-2008. My apologies for any inconvenience this may have caused.

**Changed Items:**

**Form Schedule Item Changes:**

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
School Bus Replacement Cost Coverage - Garaged School Buses only	16-97	01-2008	Endorsement/Conditions	New			0	16-971.pdf
School Bus Replacement Cost Coverage - School Buses	16-98	01-2008	Endorsement/Conditions	New			0	16-98.pdf
Garagekeepers Coverage mandatory Insurance	16-99	01-2008	Endorsement/Conditions	New			0	16-99.pdf

SERFF Tracking Number: LBRM-125508010 State: Arkansas  
 First Filing Company: America First Insurance Company, ... State Tracking Number: EFT \$50  
 Company Tracking Number: 2008-00445  
 TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto  
 Product Name: Commercial Automobile Program  
 Project Name/Number: School Products/CQ 69838

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	School business Auto Extension	16-67	01-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 16-97 03-99 Previous Filing #:		16-67.pdf
Approved	School Bus Replacement Cost Coverage - Garaged School Buses only	16-97	01-2008	Endorsement/Amendment/Conditions New		0.00	16-971.pdf
Approved	Replacement Cost Coverage - School Buses	16-98	01-2008	Endorsement/Amendment/Conditions New		0.00	16-98.pdf
Approved	GarageKeepers Coverage mandatory Insurance	16-99	01-2008	Endorsement/Amendment/Conditions New		0.00	16-99.pdf

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

**SCHOOL BUSINESS AUTO EXTENSION ENDORSEMENT**

**This endorsement modifies insurance provided under the following:**

BUSINESS AUTO COVERAGE FORM

**SCHEDULE**

The following endorsement provisions do not apply when an "X" is shown in the space provided below:

- \_\_\_\_\_ Provision 2. BROAD FORM INSURED
- \_\_\_\_\_ Provision 3. SCHOOL EMPLOYEES AS INSUREDS
- \_\_\_\_\_ Provision 4. VOLUNTEERS AS INSUREDS
- \_\_\_\_\_ Provision 5. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT
- \_\_\_\_\_ Provision 7. AMENDED FELLOW EMPLOYEE EXCLUSION
- \_\_\_\_\_ Provision 8. HIRED AUTO PHYSICAL DAMAGE
- \_\_\_\_\_ Provision 21. BODILY INJURY REDEFINED
- \_\_\_\_\_ Provision 22. EXTENDED CANCELLATION CONDITION

The per "loss" deductible for Comprehensive Coverage for Provision 18 is \$ \_\_\_\_\_.

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

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

**COVERAGE INDEX**

<b>Description</b>	<b>Page</b>
TEMPORARY SUBSTITUTE FOR AUTO PHYSICAL DAMAGE (not applicable in Louisiana)	2
BROAD FORM INSURED (not applicable in Virginia)	2
SCHOOL EMPLOYEES AS INSUREDS	2
VOLUNTEERS AS INSUREDS	2
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT (not applicable in Virginia)	3
SUPPLEMENTARY PAYMENTS	3
AMENDED FELLOW EMPLOYEE EXCLUSION (not applicable in Virginia)	3
HIRED AUTO PHYSICAL DAMAGE (not applicable in Louisiana)	4
TOWING AND LABOR	4
PHYSICAL DAMAGE – ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	5
RENTAL REIMBURSEMENT (not applicable in Virginia)	5
EXTRA EXPENSE – BROADENED COVERAGE (not applicable in New York or Virginia)	5
PERSONAL EFFECTS COVERAGE	5
AIRBAG COVERAGE	6
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE (not applicable in New York)	6
LOAN / LEASE GAP COVERAGE (not applicable in New York or Virginia)	6
GLASS REPAIR – WAIVER OF DEDUCTIBLE	7
PHYSICAL DAMAGE- COMPREHENSIVE COVERAGE – PER EVENT DEDUCTIBLE	7
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS (not applicable in Louisiana or Virginia)	7
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS (not applicable in New York or Virginia)	7
BODILY INJURY REDEFINED (not applicable in California, New York or Virginia)	8
EXTENDED CANCELLATION CONDITION (not applicable in Louisiana, New York, Pennsylvania or Virginia)	8

Includes copyrighted material of Insurance Services Office, Inc with its permission  
Copyright, Insurance Services Office, Inc 2001 and 2002

**SECTION I – COVERED AUTOS** is amended as follows:

**1. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE**

SECTION I – COVERED AUTOS, paragraph **C.** is changed by adding the following:

If Physical Damage coverage is provided under the Business Auto Coverage Form for an “auto” you own, the Physical Damage coverages provided for that owned “auto” are extended to any “auto” you do not own, while used with the expressed or implied permission of its owner as a temporary substitute for the covered “auto” you own that is out of service because of its breakdown, repair, servicing, “loss” or destruction.

**This endorsement provision is not applicable in Louisiana.**

**SECTION II – LIABILITY COVERAGE** is amended as follows:

**2. BROAD FORM INSURED**

SECTION II – LIABILITY COVERAGE – WHO IS AN INSURED is amended to include the following as an insured:

- d. Any legally incorporated entity of which you own more than 50 percent of the voting stock on the effective date of this Coverage Form, if there is no similar insurance available to that organization. However, the Named Insured does not include any organization that:
  - (1) is a partnership or joint venture;
  - (2) is an insured under any other automobile policy; or
  - (3) Has exhausted its Limit of Insurance under any other policy.

Paragraph **d.(2)** of this provision does not apply to a policy written to apply specifically in excess of this policy.

- e. Any organization you newly acquire or form other than a partnership or joint venture of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of the acquisition or formation. However, coverage under this provision does not apply:
  - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
  - (2) To “bodily injury” or “property damage” that occurred before you acquired or formed the organization.

**This endorsement provision is not applicable in Virginia.**

This endorsement provision does not apply when the Schedule in this endorsement indicates that it is not applicable.

**3. SCHOOL EMPLOYEES AS INSUREDS**

Paragraph **1, Coverage A – Who Is An Insured** is amended to include as an insured:

- f. Any “employee” of yours while using a covered “auto” you do not own, hire or borrow in your business or your personal affairs but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. Insurance provided by this endorsement is excess over any other collectible insurance available to any “employee.”

**4. VOLUNTEERS AS INSUREDS**

Paragraph **1. Coverage A. – Who Is An Insured** is amended to include as an insured:

- g. A “volunteer worker” of yours while using a covered “auto” you do not own, hire or borrow in your business or your personal affairs or while performing duties related to the conduct of your business. Insurance

Includes copyrighted material of Insurance Services Office, Inc with its permission  
Copyright, Insurance Services Office, Inc 2001 and 2002

provided by this endorsement is excess over any other collectible insurance available to any "volunteer worker".

For the purposes of this endorsement provision, SECTION V – DEFINITIONS is amended by adding the following:

"Volunteer worker" means a person who donates their services to you with your knowledge and consent and who is not paid a fee, salary or other remuneration.

## **5. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT**

SECTION II – LIABILITY COVERAGE – WHO IS AN INSURED is amended to include as an insured:

**h.** Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement or permit issued to you by governmental or public authority, to add such person or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1)** Only with respect to the operation, maintenance or use of a covered "auto";
- (2)** Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contractor agreement, or after the permit has been issued to you; and
- (3)** Only for the duration of that contract, agreement or permit, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting or your behalf.

**This endorsement provision is not applicable in Virginia.**

This endorsement provision does not apply when the Schedule in this endorsement indicates that it is not applicable.

## **6. SUPPLEMENTARY PAYMENTS**

SECTION II – LIABILITY COVERAGE, **2.a.** Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2)** Up to \$ 2,500 for the cost or bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$ 500 a day because of time off from work.

## **7. AMENDED FELLOW EMPLOYEE EXCLUSION**

In those states where Workers Compensation laws have not been legally determined to be the sole remedy for employee injuries, the following provision is added:

SECTION II – LIABILITY COVERAGE, exclusion **5.** FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire, and arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

This insurance provided under this provision **7.** is excess over any other collectible insurance.

In those states where Workers Compensation insurance has been determined to be the sole remedy for employee injuries, this provision does not apply and exclusion **5.** remains in force..

**This endorsement provision is not applicable in Virginia.**

This endorsement provision does not apply when the Schedule in this endorsement indicates that it is not applicable.

**SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:**

**8. HIRED AUTO PHYSICAL DAMAGE**

SECTION III – PHYSICAL DAMAGE COVERAGE, A. COVERAGE, 4. Coverage Extensions, is amended by adding the following:

If hired “autos” are covered “Autos” for liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any “auto” you own, then Physical Damage coverages provided are extended to “autos” you hire, rent or borrow, subject to the following limit and deductible:

- (a) The most we will pay for “loss” in any one “accident” is the smallest of:
  - (1) \$50,000;
  - (2) The actual cash value of the damaged or stolen property as of the time of the “loss”; or
  - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality  
minus a \$500 deductible.
- (b) Subject to the above limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.
- (c) Subject to a maximum of \$750 per “accident”, we will also cover the actual loss of use of the hired “auto” if it results from an “accident”, you are legally liable and the lessor incurs an actual financial loss.
- (d) An adjustment for depreciation and physical condition will be made in determining the actual cash value of a “total loss”. This adjustment is not applicable in Texas.
- (e) If a repair or replacement results in better than like kind and quality, we will not pay for the amount of betterment.
- (f) This coverage extension does not apply to:
  - (1) Any “auto” that is hired, rented or borrowed with a driver; or
  - (2) Any “auto” that is hired, rented or borrowed from your “employee”.

The insurance provided under this provision 8. is excess over any other collectible insurance.

For the purposes of this provision, SECTION V – DEFINITIONS is amended by adding the following:

“Total loss” means a “loss” in which the cost of repairs plus the salvage value exceeds the actual cash value.

**This endorsement provision is not applicable in Louisiana.**

This endorsement provision does not apply when the Schedule in this endorsement indicates that it is not applicable.

**9. TOWING AND LABOR**

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is replaced by the following:

If Physical Damage Coverage is provided under the Business Auto Coverage Form for an “auto” you own, we will pay towing and labor costs incurred, up to the limits shown below, each time a covered “auto” classified and rated as a private passenger type, “light truck” or “medium truck” is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For “light trucks” that have a gross vehicle weight (GVW) of 10,000 pounds or less as defined by the manufacturer as the maximum loaded weight the “auto” is designed to carry, we will pay up to \$50 per disablement.

- c. For “medium trucks” that have a gross vehicle weight (GVW) of 10,001- 20,000 pounds as defined by the manufacturer as the maximum loaded weight the “auto” is designed to carry, we will pay up to \$ 150 per disablement.

However, the labor must be performed at the place of disablement.

## **10. PHYSICAL DAMAGE – ADDITIONAL TRANSPORTATION EXPENSE COVERAGE**

SECTION III – PHYSICAL DAMAGE COVERAGE, **A.4.** Coverage Extension, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

## **11. RENTAL REIMBURSEMENT**

SECTION III – PHYSICAL DAMAGE COVERAGE, **A. COVERAGE**, is amended by adding the following:

We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an “auto” because of an “accident” or “loss”, to a covered “auto”. We will pay only for those expenses incurred after the first 24 hours following the “accident” or “loss” to the covered “auto”.

Rental Reimbursement will be based on the rental of a comparable vehicle, which may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum period of 30 days.

We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered “auto”.

This coverage does not apply while there are spare or reserve “autos” available to you for your use and operation.

If “loss” results from the total theft of a covered “auto” of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph **4. Coverage Extension**.

No deductible applies to this coverage.

For the purposes of this endorsement provision, “tools and equipment” do not include “personal effects”.

**This endorsement provision is not applicable in Virginia.**

## **12. EXTRA EXPENSE – BROADENED COVERAGE**

Under SECTION III – PHYSICAL DAMAGE COVERAGE, **A. COVERAGE**, we will pay for the expense of returning a stolen covered “auto” to you. The maximum amount we will pay is \$1,000.

## **13. PERSONAL EFFECTS COVERAGE**

SECTION III – PHYSICAL DAMAGE COVERAGE, **A. COVERAGE**, **4.** is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an “auto” you own and that “auto” is stolen, we will pay, without application of deductible, up to \$600 for “personal effects” stolen with the “auto”.

For the purposes of this endorsement provision, SECTION V – DEFINITIONS is amended by adding:

“Personal effects” means tangible property that is worn or carried by an “insured”. “Personal effects” does not include tools, jewelry, money or securities.

The insurance provided under provision **13.** is excess over any other collectible insurance.

## 14. AIRBAG COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, **B. EXCLUSIONS** is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for “loss” relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer’s warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

## 15. AUDIO, VISUAL AND ELECTRONIC EQUIPMENT COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, **B. EXCLUSIONS**, exception paragraph **a.** to exclusions **4.c.** and **4.d.** is deleted and replaced with the following:

- a.** Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered “auto” at the time of the “loss” and such equipment is designed to be solely operated by use of the power from the “auto’s” electrical system, in or upon the covered “auto”; or

**This endorsement provision is not applicable in New York.**

## 16. LOAN / LEASE GAP COVERAGE

**A. SECTION III – PHYSICAL DAMAGE COVERAGE – LIMIT OF INSURANCE** is amended by adding the following:

The most we will pay for a “total loss” in any one “accident” is the greater of the:

- 1.** Balance due under the terms of the loan or lease to which the damaged covered “auto” is subject at the time of the “loss” less the amount of:
  - a.** Overdue payments and financial penalties associated with those payments as of the date of the “loss”;
  - b.** Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
  - c.** Costs for extended warranties, Credit Life insurance, or Health, Accident or Disability Insurance purchased with the loan or lease;
  - d.** Transfer or roll-over balances from previous loans or leases;
  - e.** Final payments due under a “Balloon Loan”;
  - f.** The dollar amount of any unrepaired damage which occurred prior to the “total loss” of a covered “auto”;
  - g.** Security deposits not refunded by a lessor;
  - h.** All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered “auto”;
  - i.** Any amounts representing taxes;
  - j.** Loan or lease termination fees; or
- 2.** The actual cash value of the damaged or stolen property as of the time of the “loss”.

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the “loss”. This adjustment is not applicable in Texas.

### **B. ADDITIONAL CONDITIONS**

This coverage applies only to the original loan for which the covered “auto” serves as collateral, or lease written on a covered “Auto”.

### **C. SECTION V- DEFINITIONS**

Includes copyrighted material of Insurance Services Office, Inc with its permission  
Copyright, Insurance Services Office, Inc 2001 and 2002

For the purposes of this provision, SECTION V – DEFINITIONS is amended by adding the following:

“Balloon loan” is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

“Total loss” means a “loss” in which the cost of repairs plus the salvage value exceeds the actual cash value.

**This endorsement provision is not applicable in New York and Virginia.**

This endorsement provision does not apply when the Schedule in this endorsement indicates that it is not applicable.

**17. GLASS REPAIR – WAIVER OF DEDUCTIBLE**

SECTION III – PHYSICAL DAMAGE COVERAGE is amended by adding the following to **D. DEDUCTIBLE**:

No deductible for a covered “auto” applies to glass damage if the glass is repaired rather than replaced.

**18. PHYSICAL DAMAGE – COMPREHENSIVE COVERAGE – PER EVENT DEDUCTIBLE**

SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph **D. Deductible** is amended by adding the following:

Regardless of the number of covered “autos” damaged or stolen, the per “loss” deductible for Comprehensive Coverage shown in this endorsement’s schedule is the maximum deductible applicable for all “loss” in any one event.

**SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:**

**19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date of the Business Auto Coverage Part, concerning:

- a.** The Coverage Form;
- b.** The covered “auto”;
- c.** Your interest in the covered “Auto”; or
- d.** A claim under this Coverage Form

the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard or exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

**20. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph **A.2.** is replaced in its entirety by the following:

- a.** You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members or legal representatives are aware of the “accident”, claim, “suit” or “loss”. Knowledge of an “accident”, claim, “suit” or “loss” by other “employees” does not imply you also have such knowledge.

To the extent possible, notice to us should include:

- (1)** How, when and where the “accident” or “loss” took place;
- (2)** The names and addresses of any injured persons and witnesses; and
- (3)** The nature and location of any injury or damage arising out of the “accident” or “loss”.

Includes copyrighted material of Insurance Services Office, Inc with its permission  
Copyright, Insurance Services Office, Inc 2001 and 2002

**This endorsement provision is not applicable in New York and Virginia.**

This endorsement provision does not apply when the Schedule in this endorsement indicates that it is not applicable.

**SECTION V – DEFINITIONS is amended as follows:**

**21. BODILY INJURY REDEFINED**

Under SECTION V – DEFINITIONS, definition **C.** is replaced by the following:

“Bodily injury” means physical injury, sickness or disease sustained by a person including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

**This endorsement provision is not applicable in California, New York or Virginia.**

This endorsement does not apply when the Schedule in this endorsement indicates that it is not applicable.

**SECTION VI – COMMON POLICY CONDITIONS is amended as follows:**

**22. EXTENDED CANCELLATION CONDITION**

The COMMON POLICY CONDITIONS, paragraph **A.** – CANCELLATION provision applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision 22. does not apply in those states which require more than 60 days prior notice of cancellation.

**This endorsement provision is not applicable in Louisiana, New York, Pennsylvania or Virginia.**

This endorsement provision does not apply when the Schedule in this endorsement indicates that it is not applicable.

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

**SCHOOL BUS REPLACEMENT COST COVERAGE –  
GARAGED SCHOOL BUSES ONLY**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

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

**SCHOOL BUS SCHEDULE**

Description of Covered "Autos"	Coverage	Deductible
Any "school bus" that is <b>xx</b> model years old or less as of the effective date of this policy and that you own or operate under a long-term lease..	Comprehensive	\$ XX,XXX
Any "school bus" that is <b>xx</b> model years old or less as of the effective date of this policy and that you own or operate under a long-term lease.	Collision	\$ XX,XXX

**SCHEDULE OF SCHOOL BUS GARAGE LOCATIONS**

Location Number	Location Address

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

- A.** This endorsement provides only those coverages, and applies only to a covered "auto" described in the above Schedule and that is garaged at a location described in the Schedule of School Bus Garage Locations above.
- B.** For the purposes of the coverage provided by this endorsement, SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph C. Limit of Insurance of the Business Auto Coverage Form and SECTION II – PHYSICAL DAMAGE COVERAGE, paragraph C. Limit of Insurance of the Business Auto Physical Damage Coverage Form, are replaced in their entirety by the following:

**Limit of Insurance**

1. The most we will pay for a total "loss" in any one "accident" is replacement cost of the damaged or stolen property as of the time of "loss", minus any applicable deductible shown in the Schedule.
2. The most we will pay for a partial "loss" in any one "accident" is the cost to repair or replace the damaged or stolen property with property of like kind and quality, minus any applicable deductible shown in the Schedule.

- C.** For the purposes of the coverage provided by this endorsement, SECTION III – PHYSICAL DAMAGE COVERAGE of the Business Auto Coverage Form and SECTION II – PHYSICAL DAMAGE COVERAGE of the Business Auto Physical Damage Coverage Form, paragraph **D. Deductible** are replaced in their entirety by the following:

Includes copyrighted material of Insurance Services Office, Inc with its permission  
Copyright, Insurance Services Office, Inc 2001 and 2002

For each covered "auto" described in the Schedule, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule. Any Comprehensive Coverage Deductible shown in the Schedule does not apply to "loss" caused by fire or lightning.

- D.** For the purposes of the coverage provided by this endorsement, SECTION III – PHYSICAL DAMAGE COVERAGE of the Business Auto Coverage Form and SECTION II – PHYSICAL DAMAGE COVERAGE of the Business Auto Physical Damage Coverage Form, paragraph B. EXCLUSIONS are amended by the addition of the following exclusion:

We will only pay for "loss" to any covered "auto" that was not being operated at the time of "loss" and was parked at one of the locations listed in the Schedule of School Bus Garage Locations in this endorsement.

**E. Definitions**

For the purposes of the coverage provided by this endorsement SECTION V – DEFINITIONS of the Business Auto Coverage Form and SECTION IV – DEFINITIONS of the Business Auto Physical Damage Coverage Form, are amended as follows:

As used in this endorsement, the following definition is added:

"School bus" means any motor vehicle, other than a vehicle described by its manufacturer as a van, designed and constructed for the accommodation of ten or more passengers and used principally for the transportation of students to or from school or school-related events.

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

**REPLACEMENT COST COVERAGE – SCHOOL BUSES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

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

**SCHOOL BUS SCHEDULE**

<b>Description of Covered "Autos"</b>	<b>Coverage</b>	<b>Deductible</b>
Any "school bus" that is <b>xx</b> model years old or less as of the effective date of this policy and that you own or operate under a long-term lease.	Comprehensive	\$ XX,XXX
Any "school bus" that is <b>xx</b> model years old or less as of the effective date of this policy and that you own or operate under a long-term lease.	Collision	\$ XX,XXX

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

- A.** This endorsement provides only those coverages, and applies only to a covered "auto" described in the above Schedule.
- B.** For the purposes of the coverage provided by this endorsement, SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph C. Limit of Insurance of the Business Auto Coverage Form and SECTION II – PHYSICAL DAMAGE COVERAGE, paragraph C. Limit of Insurance of the Business Auto Physical Damage Coverage Form, are replaced in their entirety by the following:

**Limit of Insurance**

- 1. The most we will pay for a total "loss" in any one "accident" is replacement cost of the damaged or stolen property as of the time of "loss", minus any applicable deductible shown in the Schedule.
- 2. The most we will pay for a partial "loss" in any one "accident" is the cost to repair or replace the damaged or stolen property with property of like kind and quality, minus any applicable deductible shown in the Schedule.

- C.** For the purposes of the coverage provided by this endorsement, SECTION III – PHYSICAL DAMAGE COVERAGE of the Business Auto Coverage Form and SECTION II – PHYSICAL DAMAGE COVERAGE of the Business Auto Physical Damage Coverage Form, paragraph **D. Deductible** is replaced in its entirety by the following:

For each covered "auto" described in the Schedule, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule. Any Comprehensive Coverage Deductible shown in the Schedule does not apply to "loss" caused by fire or lightning.

**D. Definitions**

For the purposes of the coverage provided by this endorsement SECTION V – DEFINITIONS of the Business Auto Coverage Form and SECTION IV – DEFINITIONS of the Business Auto Physical Damage Coverage Form, are amended as follows:

As used in this endorsement, the following definition is added:

“School bus” means any motor vehicle, other than a vehicle described by its manufacturer as a van, designed and constructed for the accommodation of ten or more passengers and used principally for the transportation of students to or from school or school-related events.

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

**GARAGEKEEPERS COVERAGE AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**GARAGEKEEPERS COVERAGE ENDORSEMENT**

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

Paragraph **E. Additional Definitions**, paragraph **1**. "Customer's auto" is replaced by the following:

"Customer's auto" means a land motor vehicle or trailer or semitrailer. This definition also includes any customer's auto while left with you for service, repair, storage or safekeeping. Customers include your employees and members of their households who leave their "auto" with you for service or repair.

*SERFF Tracking Number:*      *LBRM-125508010*                      *State:*                      *Arkansas*  
*First Filing Company:*      *America First Insurance Company, ...*                      *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *2008-00445*  
*TOI:*                      *20.0 Commercial Auto*                      *Sub-TOI:*                      *20.0001 Business Auto*  
*Product Name:*                      *Commercial Automobile Program*  
*Project Name/Number:*      *School Products/CQ 69838*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: LBRM-125508010 State: Arkansas  
First Filing Company: America First Insurance Company, ... State Tracking Number: EFT \$50  
Company Tracking Number: 2008-00445  
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto  
Product Name: Commercial Automobile Program  
Project Name/Number: School Products/CQ 69838

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 03/05/2008

**Comments:**

**Attachment:**

industry\_rates\_PCtransDoc\_intelligent.pdf

**Satisfied -Name:** Side by Side and Memo's **Review Status:** Approved 03/05/2008

**Comments:**

**Attachments:**

16-67 Memo.pdf

16-67 side by side.pdf

Other forms memo.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: New Business Renewal Business f. State Filing #: g. SERFF Filing #: h. Subject Codes
---	---

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

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

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

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

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

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

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

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New:    _____    Renewal:    _____
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

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

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

Check #:  
Amount:

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

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

PC TD-1 pg 2 of 2

## FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)  
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
-----------	--	--

<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	
-----------	---	--

<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

## RATE/RULE FILING SCHEDULE

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

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

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
-----------	--	--

<b>2.</b>	<b>This filing corresponds to form filing number</b> (Company tracking number of form filing, if applicable)	
-----------	---	--

Rate Increase     
  Rate Decrease     
  Rate Neutral (0%)

<b>3.</b>	<b>Filing Method (Prior Approval, File &amp; Use, Flex Band, etc.)</b>	
-----------	--	--

<b>4a.</b>	<b>Rate Change by Company (As Proposed)</b>						
------------	---	--	--	--	--	--	--

Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

<b>4b.</b>	<b>Rate Change by Company (As Accepted) For State Use Only</b>						
------------	--	--	--	--	--	--	--

Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

<b>5. Overall Rate Information (Complete for Multiple Company Filings only)</b>			
---	--	--	--

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

<b>6.</b>	Overall percentage of last rate revision	
-----------	--	--

<b>7.</b>	Effective Date of last rate revision	
-----------	--------------------------------------	--

<b>8.</b>	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	
-----------	--	--

9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
02		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
03		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	

**EXPLANATORY MEMORANDUM  
SCHOOL BUSINESS AUTO EXTENSION ENDORSEMENT**

The School Business Auto Extension Endorsement has been revised as follows:

- The format of the endorsement has been revised.
  - A schedule has been included which will allow specific provisions to be de-selected, subject to agreement between the insured and the Company.
  - Coverage provisions have been grouped so as to correspond to the various sections of the Coverage Form.
- The Broad Form Insured provision has been revised to state that the incorporated entity owns more than 50% of the voting stock as of the effective date of the Coverage Form rather than at some point during the policy period.
- The School Employees as Insureds and Volunteers as Insureds provisions have been separated into two separate provisions. In addition, the term “collectible” has been added to be consistent with language in the Coverage Form. Language has been added to clarify that employees and volunteers are insureds while operating a vehicle either within the scope of their employment or while performing duties related to the insured’s business.
- Actual loss of earnings under Supplementary Payments provision has been increased to \$500 from \$300.
- The Amended Fellow Employee Exclusion provision has been revised, stating the provision is applicable in those states where Workers Compensation laws have not been legally determined to be the sole remedy for employee injuries. Language has also been added to clarify that in those state where Workers Compensation Insurance has been determined to be the sole remedy, the provision is not applicable.
- The Hired Auto Physical Damage provision has been revised as follows:
  - Coverage is extended to vehicles rented or borrowed, as well as hired.
  - Language has been added stating that an adjustment will be made for depreciation as well as physical condition in determining the actual cash value of a total loss. This is consistent with language in the Coverage Form.

*(The Hired Auto Physical Damage provision is not applicable in Louisiana.)*
- Physical Damage – Additional Transportation Expense Coverage has been revised. The maximum limit available is now \$1500 rather than \$1000.
- Previously, Rental Reimbursement provision provided a maximum available limit for any one accident of \$1000, with no per day limit. The provision has been revised to allow up to a \$75 per day limit. The provision provides up to \$500 for the removal or replacement of the insured’s tools and equipment. Language has been added that if the insured has other spare or available vehicles at his disposal, this provision will not apply.
- Extra Expense – Broadened Coverage provision has been revised to include a \$1,000 limit. Previously, this provision did not specify a limit. *(This coverage is not applicable in New York)*
- Language has been added to the Airbag provision, which states that coverage is excess over any other collectible insurance or manufacturer’s warranty.
- The title of Sound Receiving and Reproducing Equipment – Broadened Coverage provision has been revised to “Audio, Visual and Electronic Equipment Coverage to reflect that coverage is not limited to sound receiving or reproducing equipment. *(The Audio, Visual and Data Electronic Equipment Coverage provision is not applicable in New York.)*
- The Loan/Lease Gap Coverage provision has been revised with the addition of a definition of total loss. *(The Loan / Lease Gap Coverage provision is not applicable in New York)*
- Language has been added to clarify the intent of the Unintentional Failure to Disclose Hazards Provision.

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

**SCHOOL BUSINESS AUTO EXTENSION ENDORSEMENT**

**This endorsement modifies insurance provided under the following:**

BUSINESS AUTO COVERAGE FORM

**SCHEDULE**

The following endorsement provisions do not apply when an "X" is shown in the space provided below:

- \_\_\_\_\_ Provision 2. BROAD FORM INSURED
- \_\_\_\_\_ Provision 3. SCHOOL EMPLOYEES AS INSUREDS
- \_\_\_\_\_ Provision 4. VOLUNTEERS AS INSUREDS
- \_\_\_\_\_ Provision 5. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT
- \_\_\_\_\_ Provision 7. AMENDED FELLOW EMPLOYEE EXCLUSION
- \_\_\_\_\_ Provision 8. HIRED AUTO PHYSICAL DAMAGE
- \_\_\_\_\_ Provision 21. BODILY INJURY REDEFINED
- \_\_\_\_\_ Provision 22. EXTENDED CANCELLATION CONDITION

The per "loss" deductible for Comprehensive Coverage for Provision 18 is \$ \_\_\_\_\_.

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

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

**COVERAGE INDEX**

<b>Description</b>	<b>Page</b>
TEMPORARY SUBSTITUTE FOR AUTO PHYSICAL DAMAGE	2
BROAD FORM INSURED	2
SCHOOL EMPLOYEES AS INSUREDS	2
VOLUNTEERS AS INSUREDS	2
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	3
SUPPLEMENTARY PAYMENTS	3
AMENDED FELLOW EMPLOYEE EXCLUSION	3
HIRED AUTO PHYSICAL DAMAGE	4
TOWING AND LABOR	4
PHYSICAL DAMAGE – ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	5
RENTAL REIMBURSEMENT	5
EXTRA EXPENSE – BROADENED COVERAGE	5
PERSONAL EFFECTS COVERAGE	5
AIRBAG COVERAGE	6
<del>AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE</del> <del>SOUND RECEIVING AND</del>	
<del>REPRODUCING EQUIPMENT – BROADENED COVERAGE</del>	6
LOAN / LEASE GAP COVERAGE	6
GLASS REPAIR – WAIVER OF DEDUCTIBLE	7
PHYSICAL DAMAGE- COMPREHENSIVE COVERAGE – PER EVENT DEDUCTIBLE	7
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	7
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	7
BODILY INJURY REDEFINED	7
EXTENDED CANCELLATION CONDITION	8

Includes copyrighted material of Insurance Services Office, Inc with its permission  
Copyright, Insurance Services Office, Inc 2001 and 2002

## SECTION I – COVERED AUTOS is amended as follows:

### 1. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I – COVERED AUTOS, paragraph C. is changed by adding the following:

If Physical Damage coverage is provided under the Business Auto Coverage Form for an “auto” you own, the Physical Damage coverages provided for that owned “auto” are extended to any “auto” you do not own, while used with the [expressed or implied](#) permission of its owner as a temporary substitute for the covered “auto” you own that is out of service because of its breakdown, repair, servicing, “loss” or destruction.

## SECTION II – LIABILITY COVERAGE is amended as follows:

### 2. BROAD FORM INSURED

SECTION II – LIABILITY COVERAGE – WHO IS AN INSURED is amended to include [the following](#) as an insured:

- d. Any legally incorporated entity of which you own more than 50 percent of the voting stock [on the effective date of this Coverage Form](#) ~~during the policy period for which this endorsement is effective~~, if there is no similar insurance available to that organization. However, the Named Insured does not include any organization that:
- (1) is a partnership or joint venture;
  - (2) is an insured under any other automobile policy; or
  - (3) Has exhausted its Limit of Insurance under any other policy.

Paragraph [d.\(2\)](#) of this provision does not apply to a policy written to apply specifically in excess of this policy.

- e. Any organization you newly acquire or form other than a partnership or joint venture of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of the acquisition or formation. [However, coverage under this provision does not apply:](#)
- (1) If there is similar insurance or a self-insured retention plan available to that organization; or
  - (2) To “bodily injury” or “property damage” that occurred before you acquired or formed the organization.

[This endorsement provision does not apply when the Schedule in this endorsement indicates that it is not applicable.](#)

### 3. SCHOOL EMPLOYEES AS INSUREDS

Paragraph 1, **Coverage A – Who Is An Insured** is amended to include as an insured:

- f. Any “employee” of yours while using a covered “auto” you do not own, hire or borrow in your business or your personal affairs [but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.](#) Insurance provided by this endorsement is excess over any other collectible insurance available to any “employee.”

[This endorsement provision does not apply when the Schedule in this endorsement indicates that it is not applicable.](#)

### 4. VOLUNTEERS AS INSUREDS

Paragraph 1. **Coverage A. – Who Is An Insured** is amended to include as an insured:

- g. A “volunteer worker” of yours while using a covered “auto” you do not own, hire or borrow in your business or your personal affairs [or while performing duties related to the conduct of your business.](#) Insurance

Includes copyrighted material of Insurance Services Office, Inc with its permission  
Copyright, Insurance Services Office, Inc 2001 and 2002

provided by this endorsement is excess over any other collectible insurance available to any "volunteer worker".

For the purposes of this endorsement provision, SECTION V – DEFINITIONS is amended by adding the following:

"Volunteer worker" means a person who donates their services to you with your knowledge and consent and who is not paid a fee, salary or other remuneration.

This endorsement provision does not apply when the Schedule in this endorsement indicates that it is not applicable.

## 5. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II – LIABILITY COVERAGE – WHO IS AN INSURED is amended to include as an insured:

h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement or permit issued to you by governmental or public authority, to add such person or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contractor agreement, or after the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting or your behalf.

This endorsement provision does not apply when the Schedule in this endorsement indicates that it is not applicable.

## 6. SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

(2) Up to \$ 2,500 for the cost or bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$ 500 a day because of time off from work.

## 7. AMENDED FELLOW EMPLOYEE EXCLUSION

In those states where Workers Compensation laws have not been legally determined to be the sole remedy for employee injuries, the following provision is added:

SECTION II – LIABILITY COVERAGE, exclusion 5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire, and arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

This insurance provided under this provision 7. is excess over any other collectible insurance.

In those states where Workers Compensation insurance has been determined to be the sole remedy for employee injuries, this provision does not apply and exclusion 5. remains in force..

This endorsement provision does not apply when the Schedule in this endorsement indicates that it is not applicable.

### SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

#### 8. HIRED AUTO PHYSICAL DAMAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. COVERAGE, 4. Coverage Extensions, is amended by adding the following:

If hired “autos” are covered “Autos” for liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any “auto” you own, then Physical Damage coverages provided are extended to “autos” you hire, rent or borrow, subject to the following limit and deductible:

- (a) The most we will pay for “loss” in any one “accident” is the smallest of:
- (1) \$50,000;
  - (2) The actual cash value of the damaged or stolen property as of the time of the “loss”; or
  - (3) The cost or repairing or replacing the damaged or stolen property with other property of like kind and quality minus a \$500 deductible. No deductible applies to “loss” caused by fire or lightning. ~~The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage.~~
- (b) Subject to the ~~above~~ limit of insurance, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.
- (c) Subject to a maximum of \$750 per “accident”, we will also cover the actual loss of use of the hired “auto” if it results from an “accident”, you are legally liable and the lessor incurs an actual financial loss.
- (d) An adjustment for depreciation and physical condition will be made in determining the actual cash value of a “total loss”. This adjustment is not applicable in Texas.
- (e) If a repair or replacement results in better than like kind and quality, we will not pay for the amount of betterment.
- (f) This coverage extension does not apply to:
- (1) Any “auto” that is hired, rented or borrowed with a driver; or
  - (2) Any “auto” that is hired, rented or borrowed from your “employee”.

The insurance provided under this provision 8. is excess over any other collectible insurance.

For the purposes of this provision, SECTION V – DEFINITIONS is amended by adding the following:

“Total loss” means a “loss” in which the cost of repairs plus the salvage value exceeds the actual cash value.

This endorsement provision does not apply when the Schedule in this endorsement indicates that it is not applicable.

#### 9. TOWING AND LABOR

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is replaced by the following:

If Physical Damage Coverage is provided under the Business Auto Coverage Form for an “auto” you own, we will pay towing and labor costs incurred, up to the limits shown below, each time a covered “auto” classified and rated as a private passenger type, “light truck” or “medium truck” is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.

- b. For “light trucks” that have a gross vehicle weight (GVW) of 10,000 pounds or less [as defined by the manufacturer as the maximum loaded weight the “auto” is designed to carry](#), we will pay up to \$50 per disablement.
- c. For “medium trucks” that have a gross vehicle weight (GVW) of 10,001- 20,000 pounds [as defined by the manufacturer as the maximum loaded weight the “auto” is designed to carry](#), we will pay up to \$ 150 per disablement.

However, the labor must be performed at the place of disablement.

## 10. PHYSICAL DAMAGE – ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, **A.4.** Coverage Extension, is amended to provide a limit of \$50 per day and a maximum limit of ~~\$1,000~~ **\$1,500**.

## 11. RENTAL REIMBURSEMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, **A. COVERAGE**, is amended by adding the following:

We will pay [up to \\$75 per day](#) for rental reimbursement expenses incurred by you for the rental of an “auto” because of an “accident” or “loss”, to a covered “auto”. We will pay only for those expenses incurred after the first 24 hours following the “accident” or “loss” to the covered “auto”.

[Rental Reimbursement will be based on the rental of a comparable vehicle, which may be substantially less than \\$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum period of 30 days.](#)

[We will also pay up to \\$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered “auto”.](#)

[This coverage does not apply while there are spare or reserve “autos” available to you for your use and operation.](#)

[If “loss” results from the total theft of a covered “auto” of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Section III – PHYSICAL DAMAGE, paragraph \*\*A.4.\*\* Coverage Extension of the Business Auto Coverage Form.](#)

[No deductible applies to this coverage.](#)

[For the purposes of this endorsement provision, “tools and equipment” do not include “personal effects”.](#)

## 12. EXTRA EXPENSE – BROADENED COVERAGE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, **A. COVERAGE**, we will pay for the expense of returning a stolen covered “auto” to you. [The maximum amount we will pay is \\$1,000.](#)

## 13. PERSONAL EFFECTS COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, **A. COVERAGE**, **4.** is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an “auto” you own and that “auto” is stolen, we will pay, without application of deductible, up to \$600 for “personal effects” stolen with the “auto”.

[For the purposes of this endorsement provision, SECTION V – DEFINITIONS is amended by adding:](#)

[“Personal effects” means tangible property that is worn or carried by an “insured”. “Personal effects” does not include tools, jewelry, money or securities.](#)

The insurance provided under provision **13.** is excess over any other collectible insurance.

#### **14. AIRBAG COVERAGE**

SECTION III – PHYSICAL DAMAGE COVERAGE, **B. EXCLUSIONS** is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for “loss” relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer’s warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

#### **15. AUDIO, VISUAL AND ELECTRONIC EQUIPMENT COVERAGE ~~SOUND RECEIVING AND REPRODUCING EQUIPMENT – BROADENED COVERAGE~~**

~~SECTION III – PHYSICAL DAMAGE COVERAGE, **B. EXCLUSIONS** is amended by adding the following:~~

~~The exclusion as it relates to sound receiving or reproducing equipment does not apply to sound receiving or reproducing equipment that is permanently installed in a covered “auto”.~~

SECTION III – PHYSICAL DAMAGE COVERAGE, **B. EXCLUSIONS**, exception paragraph **a.** to exclusions **4.c.** and **4.d.** is deleted and replaced with the following:

Exclusions **4.c.** and **4.d.** do not apply to:

- a.** Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered “auto” at the time of the “loss” and such equipment is designed to be solely operated by use of the power from the “auto’s” electrical system, in or upon the covered “auto” and physical damage coverages are provided for the covered “auto”; or

If a “loss” occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$50 deductible.

#### **16. LOAN / LEASE GAP COVERAGE**

**A. SECTION III – PHYSICAL DAMAGE COVERAGE – LIMIT OF INSURANCE** is amended by adding the following:

The most we will pay for a “total loss” in any one “accident” is the greater of the:

- 1.** Balance due under the terms of the loan or lease to which the damaged covered “auto” is subject at the time of the “loss” less the amount of:
  - a.** Overdue payments and financial penalties associated with those payments as of the date of the “loss”;
  - b.** Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
  - c.** Costs for extended warranties, Credit Life insurance, or Health, Accident or Disability Insurance purchased with the loan or lease;
  - d.** Transfer or roll-over balances from previous loans or leases;
  - e.** Final payments due under a “Balloon Loan”;
  - f.** The dollar amount of any unrepaired damage which occurred prior to the “total loss” of a covered “auto”;
  - g.** Security deposits not refunded by a lessor;
  - h.** All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered “auto”;
  - i.** Any amounts representing taxes;

Includes copyrighted material of Insurance Services Office, Inc with its permission  
Copyright, Insurance Services Office, Inc 2001 and 2002

- j. Loan or lease termination fees; or
- 2. The actual cash value of the damaged or stolen property as of the time of the “loss”.

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the “loss”. [This adjustment is not applicable in Texas.](#)

## B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered “auto” [serves as collateral, or lease written on a covered “Auto”.](#)

## C. SECTION V- DEFINITIONS

[For the purposes of this provision,](#) SECTION V – DEFINITIONS [is amended](#) by adding the following:

“Balloon loan” is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

“Total loss” means a “loss” in which the cost of repairs plus the salvage value exceeds the actual cash value.

[This endorsement provision does not apply when the Schedule in this endorsement indicates that it is not applicable.](#)

## 17. GLASS REPAIR – WAIVER OF DEDUCTIBLE

SECTION III – PHYSICAL DAMAGE COVERAGE is amended by adding the following to **D. DEDUCTIBLE**:

No deductible for a covered “auto” applies to glass damage if the glass is repaired rather than replaced.

## 18. PHYSICAL DAMAGE – COMPREHENSIVE COVERAGE – PER EVENT DEDUCTIBLE

SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph **D. Deductible** is amended by adding the following:

Regardless of the number of covered “autos” damaged or stolen, the per “loss” deductible for Comprehensive Coverage shown [in this endorsement’s schedule](#) is the maximum deductible applicable for all “loss” in any one event.

## [SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:](#)

### 19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV – BUSINESS AUTO CONDITIONS, [paragraph B.2.](#) is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or [material facts](#) existing as of the inception date of the Business Auto Coverage Part, concerning:

- a. [The Coverage Form;](#)
- b. [The covered “auto”;](#)
- c. [Your interest in the covered “Auto”;](#) or
- d. [A claim under this Coverage Form](#)

the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard or exposure as soon as practicable after its discovery, and we have the right to collect additional premium for [any such hazard or exposure.](#)

### 20. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph **A.2.** is replaced in its entirety by the following:

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members or legal representatives are aware of the “accident”, claim, “suit” or “loss”. Knowledge of an “accident”, claim, “suit” or “loss” by other “employees” does not imply you also have such knowledge.

To the extent possible, notice to us should include:

- (1) How, when and where the “accident” or “loss” took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the “accident” or “loss”.

**SECTION V – DEFINITIONS is amended as follows:**

**21. BODILY INJURY REDEFINED**

Under SECTION V – DEFINITIONS, definition **C.** is replaced by the following:

“Bodily injury” means physical injury, sickness or disease sustained by a person including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

This endorsement provision does not apply when the Schedule in this endorsement indicates that it is not applicable.

**SECTION VI – COMMON POLICY CONDITIONS is amended as follows:**

**22. EXTENDED CANCELLATION CONDITION**

The COMMON POLICY CONDITIONS, paragraph **A.** – CANCELLATION provision applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision **22.** does not apply in those states which require more than 60 days prior notice of cancellation.

This endorsement provision does not apply when the Schedule in this endorsement indicates that it is not applicable.

## **EXPLANATORY MEMORANDUM**

**School Bus Replacement Cost Coverage – Garaged School Buses, 16-97 (01/08)**

**Replacement Cost Coverage – School Buses, 16-98 (01/08)**

**Garagekeepers Coverage Amendatory Endorsement, 16-99 (01/08)**

We are introducing the following three optional endorsements which will be used to support our school business.

**School Bus Replacement Cost Coverage – Garaged School Buses, 16-97 (01/08)**

This endorsement will be used to provide replacement cost coverage for school buses while they are parked at a location designated in the endorsements schedule. Coverage will not apply if the school buses are being operated at the time of the loss.

**Replacement Cost Coverage – School Buses, 16-98 (01/08)**

This endorsement will be used to provide replacement cost coverage for school buses while they are operating.

**Garagekeepers Coverage Amendatory Endorsement, 16-99 (01/08)**

This endorsement amends ISO's Garagekeepers Coverage endorsement CA 99 37. It modifies the definition of "customer's auto" to include school employees and members of the employees' households autos.