

SERFF Tracking Number: STNA-125527637 State: Arkansas
Filing Company: National Specialty Insurance Company State Tracking Number: #9712 \$50
Company Tracking Number: TCSI-CA-08
TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers
Product Name: TCSI Transportation Program - Commercial Auto
Project Name/Number: /

Filing at a Glance

Company: National Specialty Insurance Company

Product Name: TCSI Transportation Program - SERFF Tr Num: STNA-125527637 State: Arkansas

Commercial Auto

TOI: 20.0 Commercial Auto

SERFF Status: Closed

State Tr Num: #9712 \$50

Sub-TOI: 20.0004 Truckers

Co Tr Num: TCSI-CA-08

State Status: Fees verified and received

Filing Type: Form

Co Status:

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

Author: John Battles

Disposition Date: 03/25/2008

Date Submitted: 03/07/2008

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New): 03/25/2008

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):
03/25/2008

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 03/25/2008

State Status Changed: 03/13/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

National Specialty Insurance Company (NSIC), a member of Insurance Services Office (ISO), is filing independent commercial auto forms for its new TCSI Transportation Program.

The corresponding rates and rules filing has been submitted separately, as required by your state.

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Enclosed for your review are the following:

- Explanatory Memorandum
- State Required Filing Forms
- Independent Forms

A filing fee check in the amount \$50.00 has been sent your state's filing fees.

We ask that this filing become effective for all policies effective upon approval.

Company and Contact

Filing Contact Information

John Battles, johnbattles@ircllc.com
 IRC (941) 926-0144 [Phone]
 Sarasota, FL 34231

Filing Company Information

National Specialty Insurance Company	CoCode: 22608	State of Domicile: Texas
8200 Anderson Boulevard	Group Code: 93	Company Type: Property & Casualty
Fort Worth, TX 76120	Group Name:	State ID Number:
(800) 877-4567 ext. [Phone]	FEIN Number: 75-2816775	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	Forms Filing
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
National Specialty Insurance Company	\$0.00	03/07/2008	

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CHECK NUMBER	CHECK AMOUNT	CHECK DATE
9712	\$50.00	03/07/2008

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 Product Name: TCSI Transportation Program - Commercial Auto
 Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	03/25/2008	03/25/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	03/17/2008	03/17/2008	John Battles	03/20/2008	03/20/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Uniform Transmittal Document- Property & Casualty	Supporting Document	John Battles	03/10/2008	03/10/2008
Covered Auto Form Schedule		John Battles	03/10/2008	03/10/2008
Driver Schedule	Form	John Battles	03/10/2008	03/10/2008

SERFF Tracking Number: STNA-125527637 *State:* Arkansas
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Product Name: TCSI Transportation Program - Commercial Auto
Project Name/Number: /

Disposition

Disposition Date: 03/25/2008

Effective Date (New): 03/25/2008

Effective Date (Renewal): 03/25/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: STNA-125527637 State: Arkansas
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 TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers
 Product Name: TCSI Transportation Program - Commercial Auto
 Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document (revised)	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Authorization and Explanatory Memorandum	Approved	Yes
Form	Endorsement Schedule	Approved	Yes
Form	Fraud Statement	Approved	Yes
Form	Claim Reporting Contact	Approved	Yes
Form	Policy Jacket	Approved	Yes
Form	Truckers Policy Declarations	Approved	Yes
Form	Form F - Uniform Motor Carrier Bodily Injury and Property Damage Liability Insurance Endorsement	Approved	Yes
Form	Additional Insured - Lessor Schedule	Approved	Yes
Form	Loss Payee Schedule	Approved	Yes
Form	Additional Insured - Shipper	Approved	Yes
Form	State Surcharge Schedule - Commercial Auto	Approved	Yes
Form	Deductible Liability Coverage	Approved	Yes
Form	Monthly Reporting Form	Approved	Yes
Form	Additional Insured - Commonwealth of Pennsylvania	Approved	Yes
Form	Additional Insured - Pennsylvania Turnpike Commission	Approved	Yes
Form	Loss Control Survey Notice	Approved	Yes
Form	Dumping Endorsement	Approved	Yes
Form	Additional Insured - Broker	Approved	Yes
Form	Equipment Provider List	Approved	Yes
Form	Shipping Container Limitation	Approved	Yes
Form	Tarps, Chains and Binders	Approved	Yes
Form	Premium Payment Plan	Approved	Yes
Form	Named Insured Continuation Endorsement	Approved	Yes

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 TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers
 Product Name: TCSI Transportation Program - Commercial Auto
 Project Name/Number: /

Form	Physical Damage Reporting	Approved	Yes
Form	Liability Limitation	Approved	Yes
Form (revised)	Arkansas - Punitive, Exemplary and Extracontractual Damage Exclusion	Approved	Yes
Form	Punitive, Exemplary and Extracontractual Damage Exclusion	Approved	Yes
Form	Basket Deductible Coverage	Approved	Yes
Form	Business Auto Policy Declarations	Approved	Yes
Form	Non-Trucking Liability Policy Declarations	Approved	Yes
Form	Business Auto Non-Trucking Liability Coverage Form	Approved	Yes
Form	Non-Trucking Liability Business Pursuit Exclusion	Approved	Yes
Form	Covered Auto Schedule	Approved	Yes
Form	Driver Schedule	Approved	Yes

SERFF Tracking Number: STNA-125527637 State: Arkansas
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Project Name/Number: /

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 03/17/2008
Submitted Date 03/17/2008
Respond By Date 03/29/2008

Dear John Battles,

Form T2022 Punitive, Exemplary and Extracontractual Damage Exclusion:

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

Thank You

Llyweyia Rawlins

Please feel free to contact me if you have questions.

Sincerely,

Llyweyia Rawlins

Response Letter

Response Letter Status Submitted to State
Response Letter Date 03/20/2008
Submitted Date 03/20/2008

Dear Llyweyia Rawlins,

Comments:

Response 1

Comments: Dear Ms. Rawlins:

This submission is in response to your March 17th objection letter regarding the commercial auto forms filing for the TCSI Transportation Program. Based on the review of your objection, we have made the following revision:

- We have revised Form T 2022 by adding a definition for "Punitive or Exemplary Damages" within form endorsement.

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 Product Name: TCSI Transportation Program - Commercial Auto
 Project Name/Number: /

The endorsement has been renumbered/renamed T 2022 AR 03 08 – Arkansas – Punitive, Exemplary or Extracontractual Damage Exclusion.

Should you need any additional information or have any questions, please do not hesitate to contact me.

Sincerely,

Jeremy W. Battles - Insurance Regulatory Consultants, LLC
 (212) 571-3989 (phone); (212) 571-2502 (fax)
 jeremybattles@ircllc.com (e-mail)

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Arkansas - Punitive, Exemplary and Extracontractual Damage Exclusion	T 2022 AR03 08	03 08	Endorsement/Amendment/Conditions	New		0	AR T 2022 - Punitive, Exemplary and Extracontractual Damages Exclusion.pdf
Previous Version Punitive, Exemplary and Extracontractual Damage Exclusion	T 2022 01 01 08	01 08	Endorsement/Amendment/Conditions	New		0	T 2022 01 08 - Punitive, Exemplary and Extracontractual

SERFF Tracking Number: STNA-125527637 *State:* Arkansas
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Company Tracking Number: TCSI-CA-08
TOI: 20.0 Commercial Auto *Sub-TOI:* 20.0004 Truckers
Product Name: TCSI Transportation Program - Commercial Auto
Project Name/Number: /

Damages
Exclusion.
pdf

SERFF Tracking Number: STNA-125527637 *State:* Arkansas
Filing Company: National Specialty Insurance Company *State Tracking Number:* #9712 \$50
Company Tracking Number: TCSI-CA-08
TOI: 20.0 Commercial Auto *Sub-TOI:* 20.0004 Truckers
Product Name: TCSI Transportation Program - Commercial Auto
Project Name/Number: /

No Rate/Rule Schedule items changed.

Sincerely,
John Battles

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Product Name: TCSI Transportation Program - Commercial Auto
Project Name/Number: /

Amendment Letter

Amendment Date:

Submitted Date: 03/10/2008

Comments:

NAIC Transmittal Form Schedule has been updated to reflect the 2 additional forms.

Changed Items:

Supporting Document Schedule Item Changes:

Satisfied -Name: Uniform Transmittal Document-Property & Casualty

Comment:

AR NAIC Transmittal.pdf

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 Product Name: TCSI Transportation Program - Commercial Auto
 Project Name/Number: /

Amendment Letter

Amendment Date:
 Submitted Date: 03/10/2008

Comments:

National Specialty Insurance Company is adding the following 2 forms to this filing:

1. Form T 3002 03 08 – Covered Auto Schedule
2. Form T 3003 03 08 – Driver Schedule

Should you need any additional information or have any questions, please do not hesitate to contact me.

Sincerely,

Jeremy W. Battles - Insurance Regulatory Consultants, LLC
 (212) 571-3989 (phone); (212) 571-2502 (fax)
 jeremybattles@ircllc.com (e-mail)

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Covered Auto Schedule	T 3002 03 08	03 08	Declarations/Schedule	New			0	T 3002 03 08 - Covered Autos Schedule.pdf
Driver Schedule	T 3003 03 08	03 08	Declarations/Schedule	New			0	T 3003 03 08 - Driver Schedule.pdf

SERFF Tracking Number: STNA-125527637 State: Arkansas
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 Company Tracking Number: TCSI-CA-08
 TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers
 Product Name: TCSI Transportation Program - Commercial Auto
 Project Name/Number: /

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Endorsement Schedule	T 1000 01 08	01 08	Declaration	New s/Schedule		0.00	T 1000 01 08 - Endorsment Schedule.pdf
Approved	Fraud Statement	T 1001 01 08	01 08	Other	New		0.00	T 1001 01 08 - Fraud Statement.pdf
Approved	Claim Reporting Contact	T 1002 01 08	01 08	Other	New		0.00	T 1002 01 08 - Claim Reporting Contact.pdf
Approved	Policy Jacket	T 2000 01 08	01 08	Other	New		0.00	T 2000 01 08 - Policy Jacket.pdf
Approved	Truckers Policy Declarations	T 2001 03 08	03 08	Declaration	New s/Schedule		0.00	T 2001 03 08 - Truckers Policy Declarations.pdf
Approved	Form F - Uniform Motor Carrier Bodily Injury and Property Damage Liability Insurance Endorsement	T 2002 01 08	01 08	Endorsement	New nt/Amendment/Conditions		0.00	T 2002 01 08 - Form F.pdf
Approved	Additional Insured - Lessor Schedule	T 2003 01 08	01 08	Declaration	New s/Schedule		0.00	T 2003 01 08 - Additional Insured - Lessor

SERFF Tracking Number: STNA-125527637 State: Arkansas
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 Company Tracking Number: TCSI-CA-08
 TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers
 Product Name: TCSI Transportation Program - Commercial Auto
 Project Name/Number: /

Approval	Description	Effective Date	Policy Description	Amount	Attachment
Approved	Loss Payee Schedule	T 2004 01 01 08 08	Declaration News/Schedule	0.00	Schedule.pdf T 2004 01 08 - Loss Payee Schedule.pdf
Approved	Additional Insured - Shipper	T 2005 01 01 08 08	Endorsement/Amendment/Conditions	0.00	T 2005 01 08 - Additional Insured - Shipper.pdf
Approved	State Surcharge Schedule - Commercial Auto	T 2006 01 01 08 08	Declaration News/Schedule	0.00	T 2006 01 08 - State Surcharge Schedule - Truckers.pdf
Approved	Deductible Liability Coverage	T 2007 01 01 08 08	Endorsement/Amendment/Conditions	0.00	T 2007 01 08 - Deductible Liability Coverage.pdf
Approved	Monthly Reporting Form	T 2008 01 01 08 08	Endorsement/Amendment/Conditions	0.00	T 2008 01 08 - Monthly Reporting Form.pdf
Approved	Additional Insured - Commonwealth of Pennsylvania	T 2009 01 01 08 08	Endorsement/Amendment/Conditions	0.00	T 2009 01 08 - Additional Insured - Commonwealth of Pennsylvania.pdf
Approved	Additional Insured - Pennsylvania Turnpike Commission	T 2010 01 01 08 08	Endorsement/Amendment/Conditions	0.00	T 2010 01 08 - Additional Insured - PA Turnpike Commission.

SERFF Tracking Number: STNA-125527637 State: Arkansas
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 Company Tracking Number: TCSI-CA-08
 TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers
 Product Name: TCSI Transportation Program - Commercial Auto
 Project Name/Number: /

Approval	Category	Effective Date	Description	Amount	File Name
Approved	Loss Control Survey Notice	T 2011 03 03 08	Disclosure/ New Notice	0.00	T 2011 03 08 - Loss Control Survey Notice.pdf
Approved	Dumping Endorsement	T 2012 01 01 08	Endorsement/Amendment/Conditions	0.00	T 2012 01 08 - Dumping Endorsement.pdf
Approved	Additional Insured - Broker	T 2013 01 01 08	Endorsement/Amendment/Conditions	0.00	T 2013 01 08 - Additional Insured - Broker.pdf
Approved	Equipment Provider List	T 2014 01 01 08	Endorsement/Amendment/Conditions	0.00	T 2014 01 08 - Equipment Provider List.pdf
Approved	Shipping Container Limitation	T 2015 01 01 08	Endorsement/Amendment/Conditions	0.00	T 2015 01 08 - Shipping Container Limitation.pdf
Approved	Tarps, Chains and Binders	T 2016 01 01 08	Endorsement/Amendment/Conditions	0.00	T 2016 01 08 - Tarps Chains Binders.pdf
Approved	Premium Payment Plan	T 2017 01 01 08	Declaration New s/Schedule	0.00	T 2017 01 08 - Premium Payment Plan.pdf
Approved	Named Insured Continuation	T 2018 01 01 08	Endorsement/Amendment	0.00	T 2018 01 08 - Named

SERFF Tracking Number: STNA-125527637 State: Arkansas
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 Company Tracking Number: TCSI-CA-08
 TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers
 Product Name: TCSI Transportation Program - Commercial Auto
 Project Name/Number: /

Endorsement	ent/Condi ons	Insured Continuation Endorsment. pdf
Approved Physical Damage T 2020 01 01 08 Reporting 08	Endorseme New nt/Amendm ent/Condi ons	0.00 T 2020 01 08 - Physical Damage Reporting.pd f
Approved Liability LimitationT 2021 01 01 08 08	Endorseme New nt/Amendm ent/Condi ons	0.00 T 2021 01 08 - Liability Limitation.pd f
Approved Arkansas - T 2022 AR03 08 Punitive, 03 08 Exemplary and Extracontractual Damage Exclusion	Endorseme New nt/Amendm ent/Condi ons	0.00 AR T 2022 - Punitive, Exemplary and Extracontrac tual Damages Exclusion.pd f
Approved Basket T 2023 02 02 08 Deductible 08 Coverage	Endorseme New nt/Amendm ent/Condi ons	0.00 T 2023 02 08 - Basket Deductible Coverage.pd f
Approved Business Auto T 3001 01 01 08 Policy 08 Declarations	Declaration New s/Schedule	0.00 T 3001 01 08 - Business Auto Policy Declarations. pdf
Approved Non-Trucking T 4001 01 01 08 Liability Policy 08 Declarations	Declaration New s/Schedule	0.00 T 4001 01 08 - Non- Trucking Liability Policy

SERFF Tracking Number: STNA-125527637 State: Arkansas
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 TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers
 Product Name: TCSI Transportation Program - Commercial Auto
 Project Name/Number: /

Approval	Policy Description	Policy Number	Policy Name	Amount	Attachment
Approved	Business Auto Non-Trucking Liability Coverage Form	T 4002 01 01 08 08	Policy/Coverage Form	0.00	Declarations.pdf T 4002 01 08 - BA Non-Trucking Liability Coverage Form.pdf
Approved	Non-Trucking Liability Business Pursuit Exclusion	T 4003 01 01 08 08	Endorsement/Amendment/Conditions	0.00	T 4003 01 08 - Non-Trucking Liability Exclusion.pdf
Approved	Covered Auto Schedule	T 3002 03 03 08 08	Declaration News/Schedule	0.00	T 3002 03 08 - Covered Autos Schedule.pdf
Approved	Driver Schedule	T 3003 03 03 08 08	Declaration News/Schedule	0.00	T 3003 03 08 - Driver Schedule.pdf

ENDORSEMENT SCHEDULE

Named Insured:		Policy Number:	
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Form Number	Form Name - Description
T 1000 01 08	Endorsement Schedule

Authorized Representative

FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and subjects such person to criminal and civil penalties.

CLAIM REPORTING CONTACT

In the event you experience any type of loss that this policy insures against, report the loss to the following to the following TCSI TRANSPORTATION PROGRAM appointed Third Party Adjuster:

Fleming & Hall, Ltd. / TCSI Claim Dept.
P.O. Box 527
Alpharetta, GA 30009-0527

Attn: Joyce Grimes

Phone: (800) 537-8023
Fax: (770) 645-0665
Email: jgrimes@fleminghall.com

Should you have any questions on claim reporting or claim issues please contact John Fleming at (800) 537-8023 or via email at jfleming@fleminghall.com.

“READ YOUR POLICY VERY CAREFULLY”

This policy is a legal contract between the policy owner and National Specialty Insurance Company.

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

National Specialty Insurance Company
(A Stock Insurance Company)

TCSI TRANSPORTATION PROGRAM

Administered By:



Transportation Coverage Specialists, Incorporated

17 State Street, 17th Floor
New York, New York 10004-1501
Phone: 212-742-0300 Fax: 212-742-1413

ISSUE DATE: March 6, 2008

Renewal of Policy Number:

TRUCKERS POLICY DECLARATIONS

NAMED INSURED

INSURANCE COMPANY

NATIONAL SPECIALTY INSURANCE CO.

MAILING ADDRESS

POLICY NUMBER

PHYSICAL ADDRESS

(Same as above)

POLICY TERM

to

12:01 A.M. Standard Time at Insured's Physical Address

AGENT / BROKER

Transportation Coverage Specialists, Inc.

17 State Street, 17th Floor

New York, NY 10004-1501

(212)742-0300, Fax (212)742-1413

SCHEDULED OF COVERAGES AND COVERAGE 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 Coverage Autos Section of the Truckers Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTO SYMBOLS	LIMIT (For any one accident / loss)	PREMIUM
LIABILITY		\$1,000,000 CSL	
UNINSURED MOTORIST			
UNDERINSURED MOTORIST (When Not Included in Uninsured Motorist)			
PERSONAL INJURY PROTECTION (No Fault)			
MEDICAL PAYMENTS			
PHYSICAL DAMAGE (Comprehensive and Collision)		Actual cash value, cost of repair or \$____ whichever is less minus \$____ deductible for each covered auto.	
TRAILER INTERCHANGE (Comprehensive and Collision)		Actual cash value, cost of repair or \$____ whichever is less minus \$____ deductible for each covered auto.	
OTHER:			
FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY: Refer To Endorsement Schedule		PREMIUM FOR ENDORSEMENTS	
MISCELLANEOUS CHARGES: None At This Time		MISCELLANEOUS CHARGES	
		ESTIMATED TOTAL PREMIUM	

The estimated total premium for this policy is based on the exposures you told us you would have when this policy began. We will compute your final premium due when the actual exposures have been audited. The estimated total premium will be credited against the final premium due and you will be billed for the balance, if any. If the total estimated premium exceeds the final premium due, you will get a refund. To determine your final premium due we examine your records at any time during the period of coverage and up to three years afterwards.

Countersignature Date

Authorized Representative

STATE SURCHARGE SCHEDULE – COMMERCIAL AUTO

Named Insured:		Policy Number:	
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COVERAGE	STATE	COUNTY	SURCHARGE AMOUNT
Auto Liability			\$
Uninsured/Underinsured Motorist			\$
UNDERINSURED MOTORIST (When Not Included in Uninsured Motorist)			\$
PERSONAL INJURY PROTECTION (No Fault)			\$
MEDICAL PAYMENTS			\$
PHYSICAL DAMAGE (Comprehensive and Collision)			\$
TRAILER INTERCHANGE (Comprehensive and Collision)			\$
HIRED AUTO (Comprehensive and Collision)			\$
OTHER:			\$
TOTAL SURCHARGE AMOUNT			\$

Authorized Representative

DEDUCTIBLE LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

Endorsement Effective:	
Named Insured:	
Countersigned By	

SCHEDULE

Liability Deductible:	\$	Per "Accident"
"Property Damage" Deductible only:	\$	Per "Accident"
Liability Claims Deductible Security:	\$	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Liability Coverage is changed as follows:

A. Liability Coverage Deductible

The damages caused in any one "accident" that would otherwise be payable under Liability Coverage will be reduced by the Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

B. Property Damage Liability Coverage Deductible

The damages that would otherwise be payable under Liability Coverage for "property damage" caused in any one "accident" will be reduced by the "Property Damage" Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

C. Our Right To Reimbursement

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

D. Additional Provision Agreement

In consideration of the reduced premium charged for the Liability Deductible, the Insured agrees to maintain the Claims Deductible Security escrow fund as indicated above. This escrow fund is subject to a monthly review and adjustment is based upon the reserves within the deductible amount.

It is hereby understood and agreed that the insured's failure to reimburse the Company for payment of the Liability Deductible or to replenish the Liability Claims Deductible Security fund, within 60 days of billing, will be deemed failure to pay the policy premium and subject to the policy provisions for non-payment of premium. If the policy is cancelled for non-payment of premium for failure to reimburse the Liability Deductible or replenish the Liability Claims Deductible Security fund, the "Insured" agrees to be responsible for all legal costs and expenses incurred by the Company including, without limitation, reasonable attorney fees incurred by the Company in connection with the collection or enforcement of this Agreement.

The Notice of Cancellation for non-payment of premium will be mailed to the "Insured" in accordance with the Cancellation Provisions in the policy.

It is hereby understood and agreed that if the policy is cancelled for non-payment, the Liability Claims Deductible Security amount will not be released until after all claims have been paid with all deductibles having been reimbursed or a minimum of 90 days after the expiration date of the policy, whichever period is longer.

MONTHLY REPORTING FORM

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM
- BUSINESS AUTO NON TRUCKING LIABILITY COVERAGE FORM

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

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

Endorsement Effective:	Countersigned By
Named Insured:	

SCHEDULE

Yearly Estimate		
Rate		
Estimated Annual Premium	\$	
Escrow Deposit Due at Inception	\$	Cash
	\$	Letter of Credit
Annual Minimum Premium	\$	
Minimum Monthly Premium	\$	

Report #	For the Following Monthly Period					The Report Will be Due
1			to			
2			to			
3			to			
4			to			
5			to			
6			to			
7			to			
8			to			
9			to			
10			to			
11			to			
12			to			

REPORTING CONDITIONS

If "you" have a reporting policy, the following conditions apply:

1. The Escrow Deposit shown on the front of this form is due upon issuance of the policy. The Escrow Deposit may take the form of Cash Collateral, or an acceptable Letter of Credit.
2. All additions, deletions or changes which effect coverage must be reported each reporting period.
3. Each report, based on the method of reporting, will be due and the premium payable within fifteen (15) days after the end of each reporting period.
4. "We" compute "your" premium by multiplying the applicable rate(s) shown on the front of this form by the premium basis "you" have reported (or which was determined by "us" at audit), as of the last day for which coverage was afforded, subject to the applicable monthly and/or annual minimum premium.
5. "You" must keep an accurate record of all information pertaining to this insurance for the period of coverage. "We" reserve the right to audit your books and other records at any time during the policy period and up to one (1) year thereafter.
6. If "your" policy is cancelled prior to the expiration, "you" must furnish "us" "your" final report which shall be inclusive up to 12:01 am of the cancellation date.
7. Whether "your" policy is cancelled or remains in effect until expiration, the final adjustment of premium will be made as follows:
 - a. "We" will hold "your" Escrow Deposit until a final audit can be conducted after the cancellation or expiration date of the policy;
 - b. "We" will compare the total audited premium to the sum of the Escrow Deposit and all billed premium;
 - c. If the final audited premium is more than the billed premium, "you" must pay "us" the difference; "We" may utilize all or a portion of "your" Escrow Deposit to satisfy the final audited premium.
 - i. If "your" Escrow Deposit covers the entire additional premium due, "you" must pay "us" the additional excess premium due.
 - ii. If "your" Escrow Deposit covers the entire additional premium due, "you" must pay "us" the additional excess premium due.
 - d. If the final audited premium (after application of any annual minimum premium charge) is less than the billed premium, "we" will refund the difference; In this case, "we" will also refund (if Cash Collateral) or release (if Letter of Credit) "your" Escrow Deposit.
 - e. If the final audited premium (after application of any annual minimum premium charge) is equal to the billed premium, "we" will refund (if Cash Collateral) or release (if Letter of Credit) "your" Escrow Deposit.

DEFINITIONS

When used as a premium basis:

GROSS RECEIPTS (REVENUE)

"Gross Receipts" means the total amount to which you are entitled for shipping or transporting property during the policy period regardless of whether you or any other carrier originate the shipment or transportation. "Gross Receipts" includes the total amount received from renting equipment, with or without drivers, to anyone who is not a "trucker", 15% of the total amount received from renting any equipment to any "trucker", and brokerage revenue.

BROKERAGE

If you act as a broker under the same name and/or authority in which you haul goods for others, include the following amounts in your "Gross Receipts" report:

1. 15% of the Brokerage revenues, when "you":
 - a. Obtain a policy endorsement from the automobile liability insurer of the motor carrier hauling the brokered load naming "you" as an additional insured; and
 - b. Obtain a Certificate of Insurance from the automobile liability insurer of the motor carrier hauling the brokered load which shows the name of the Insurer, the policy number, the limits of liability and the effective and expiration dates of coverage.
2. 100% of the Brokerage revenues if the above criteria are not met.

3. Non of the Brokerage revenues when you obtain a Truck Brokers Comprehensive Policy through another Insurer which is in effect for the same time period as the policy.

GROSS RECEIPTS DOES NOT INCLUDE

1. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own Federal or State authority.
2. Advertising Revenue.
3. Taxes which you collect as a separate item and remit directly to a governmental division.
4. C.O.D. collections for cost of mail or merchandise including collection fees.
5. Warehouse storage fees.
6. Fuel Surcharges.

MILEAGE

Mileage means the total miles operated by all autos, loaded or unloaded, during the policy period. Mileage shall include the total miles developed from rental "autos" with or without drivers.

NUMBER OF AUTOS

Number of autos is all automobiles covered by the policy owned by others, but operated in the insured's trucking business (commonly referred to as Owner Operators).

VALUES

Value is original cost new if written on an "ACV" basis or the current value if written on a stated amount basis of all autos covered by the policy as provided by the insured.

LOSS CONTROL SURVEY NOTICE

A loss control survey notice may be performed at the insurer's discretion at the insured's premise. If a survey is required, this must be completed within 30 days of policy inception.

Any issues and/or safety recommendation must be responded to by the insured on their letterhead and directed to our office within 30 days of the survey.

Contact your insurance agent to request information on the nature and scope of a report completed in connection with this policy.

THIS ENDORSMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DUMPING ENDORSMENT

This endorsement modifies insurance provided under the following:

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

The physical damage deductible noted on the declarations will be doubled for all scheduled dump units if a loss occurs while loading or unloading in the course of a dumping operation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SHIPPING CONTAINER LIMITATION

This endorsement modifies insurance provided under the following:

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

YOUR POLICY MAY NOT PROVIDE COVERAGE FOR SHIPPING CONTAINERS YOU USE IN YOUR BUSINESS.

We will provide coverage for "loss" to any shipping containers you use in your business if your policy includes Trailer Interchange Coverage for shipping containers and there is no other coverage in force by our company or any other company.

However, we will not provide coverage for shipping containers if your Bill of Lading or shipping receipts include the shipping container(s) as property covered.

This endorsement is subject to the Limit of Insurance shown on this policy for shipping containers. This endorsement does not change or alter any other terms or condition of your policy.

TARPS, CHAINS AND BINDERS

This endorsement modifies insurance provided under the following:

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

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

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

Endorsement Effective:	Countersigned By
Named Insured:	

The value of the Tarps, chains and binders has been included in the stated value of the trailer or semi-trailer. Any loss or damage to the tarps, chains and binders resulting from a covered peril will be handled as part of the trailer or semi-trailer claim for damage. The value of the tarps, chains and binders is not in addition to but part of the stated limit of the trailer or semi-trailer.

PREMIUM PAYMENT PLAN

Named Insured:		Policy Number:	
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The deposit, or down payment, for the premium stated herein is the sum to be paid at inception of the policy.

Premium payments shall be made to us on the dates and for the amounts listed below.

PAYMENT #	DUE ON	AMOUNT DUE
Deposit	/ /	\$
1	/ /	\$
2	/ /	\$
3	/ /	\$
4	/ /	\$
5	/ /	\$
6	/ /	\$
7	/ /	\$
8	/ /	\$
9	/ /	\$
Estimated Annual Policy Premium		\$

Authorized Representative

PHYSICAL DAMAGE REPORTING

This endorsement modifies insurance provided under the following:

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

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

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

Endorsement Effective:	
Named Insured:	
Countersigned By	

SCHEDULE

Total Insurable Value	\$	
Comprehensive and Collision Limit	\$	Per "accident"
Comprehensive and Collision Limit	\$	Per "auto"
Deductible	\$	Per "accident"
Deductible	\$	Per "auto"

Annual Rate		
Estimated Annual Premium	\$	
Monthly Rate		

1. The Company's maximum limit for any one loss resulting in the same occurrence, the maximum limit for any one auto, and the Total Insurable Value represented by the Insured of all autos at inception date of this policy is not to exceed the amounts listed above
2. MAINTENANCE OF RECORDS-The Insured shall maintain a record of additions to and deletions from the fleet of autos during the policy period, showing as to each auto the date of acquisition, disposition or sale, and the description including the stated limit. This record shall be submitted to the Company at the end of the policy period, and reported monthly during the policy period.
3. EXAMINATION OF RECORDS-The Company, through any authorized representative, and at all reasonable times, shall be permitted to examine the books, records and files of the Insured for the purpose of determining any fact relating to this insurance.
4. PREMIUM-The earned premium for this insurance shall be computed monthly by applying the monthly premium rate to the total amount of values of all autos at the close of business on the last business day of each month.

It is agreed that the Insured will pay to the Company, upon delivery of the policy, the sum specified in the policy as a Deposit Premium. It is further agreed that the Insured will be given due credit for said Deposit Premium when the full earned premium, during the life of the policy, is determined in accordance with the provisions of this policy.

LIABILITY LIMITATION

This endorsement modifies insurance provided under the following:

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

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

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

Endorsement Effective:	Countersigned By
Named Insured:	

SECTION II – LIABILITY COVERAGE

PARAGRAPH A. “COVERAGE”, ITEM 1 “WHO IS AN INSURED” is replaced as follows:

The following is an “insured”:

- a. You for any covered “auto” only when the covered “auto” is driven by an approved driver described in paragraph “b” of this section II. A. 1.
- b. Any driver authorized as a commercial truck driver while Operating covered “auto” with your knowledge and consent under your operating authority.* No coverage will apply to any driver newly placed in service after the policy begins until you report that driver to us and we advise you in writing that he/she is acceptable to us and that he/she is covered under the policy. Coverage on any such driver newly placed in service will become effective as of the date and time we advised you he/she is acceptable and that they are covered by the policy and not to before. Subject to the reporting methods outlined and agreed to in the notification procedure outline signed by the insured and the agent prior to coverage being effect under the policy.

*Only such drivers listed as of the date this policy begins, on the schedule in the original application signed by you, and not otherwise excluded are covered as of the date this policy begins.

However, none of the following is an “insured”:

- a. Any “trucker” or his or her agents or employees, other than you and your employees:
 - (1) If the “trucker is subject to motor carrier insurance requirements and meets them by a means other than “auto” liability insurance.
 - (2) If the “trucker” is not insured for hired “autos” under “auto” liability insurance form that insures on a primary basis the owners of the “auto” and their agents and employees while the “autos” are being used exclusively in the “trucker” by a public authority.
- b. Any rail, water or air carrier or its employees or agents, other than you and your employees, for a “trailer” if “bodily injury” or “property damage” occurs while the “trailer” is detached from a covered “auto” you are using and:
 - (1) Is being transported by the carrier; or.
 - (2) Is being loaded on or unloaded from any unit of transportation by the carrier.

ARKANSAS - PUNITIVE, EXEMPLARY AND EXTRACONTRACTUAL DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

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

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

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

Endorsement Effective:	Countersigned By
Named Insured:	

The following exclusion is added:

PUNITIVE, EXEMPLARY AND EXTRACONTRACTUAL DAMAGE

This policy does not insure against or provide indemnity for fines, penalties, exemplary or punitive damages or any other type or kind of judgment or award which does not compensate the party benefiting from the award or judgment for any actual loss or damage sustained.

Punitive or Exemplary Damages means those damages imposed to punish a wrongdoer and to deter other from similar conduct.

This exclusion applies to all coverages provided under this policy.

BASKET DEDUCTIBLE COVERAGE

This endorsement modifies insurance provided under the following:

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

This endorsement forms a part of and is for attachment to the following described policy issued by the company designated therein.

Endorsement Effective:	Countersigned By
Named Insured:	

The applicable DEDUCTIBLE provision is determined as follows:

In any one accident, the amount we pay for covered "loss" will be reduced by the application of only one deductible. To determine the amount of this deductible for a "loss", one of the following circumstances must apply.

1. If a covered "auto" is involved in an accident and "loss" resulting in more than one of the following coverages, the highest deductible of the coverage applicable will apply to the entire "loss".
 - a. LIABILITY COVERAGE
 - b. TRAILER INTERCHANGE COVERAGE
 - c. PHYSICAL DAMAGE COVERAGE
2. If a covered "auto" is involved in an accident and "loss" results to only LIABILITY COVERAGE, only the Liability deductible will apply.
3. If a covered "auto" is involved in an accident and "loss" results to only TRAILER INTERCHANGE COVERAGE, only the Trailer Interchange deductible will apply.
4. If a covered "auto" is involved in an accident and "loss" results to only PHYSICAL DAMAGE COVERAGE, only the highest Physical Damage deductible of all covered vehicles will apply.

CONDITIONS

1. The deductible to be considered are those found in the applicable Coverage Form or on the Declarations.
2. Deductibles not eligible for basket deductible consideration are those in which the Coverage Form or a policy endorsement specifically excludes from consideration.
3. In determining the highest deductible, the deductible to be considered for this "loss" are only those in coverage forms written by "us".

BUSINESS AUTO POLICY DECLARATIONS

NAMED INSURED

INSURANCE COMPANY

NATIONAL SPECIALTY INSURANCE CO.

MAILING ADDRESS

POLICY NUMBER

PHYSICAL ADDRESS

(Same as above)

POLICY TERM

to

12:01 A.M. Standard Time at Insured's Physical Address

AGENT / BROKER

Transportation Coverage Specialists, Inc.
 17 State Street, 17th Floor
 New York, NY 10004-1501
 (212)742-0300, Fax (212)742-1413

SCHEDULED OF COVERAGES AND COVERAGE 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 Coverage Autos Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTO SYMBOLS	LIMIT (For any one accident / loss)	PREMIUM
LIABILITY		\$1,000,000 CSL	
UNINSURED MOTORIST			
UNDERINSURED MOTORIST (When Not Included in Uninsured Motorist)			
PERSONAL INJURY PROTECTION (No Fault)			
MEDICAL PAYMENTS			
PHYSICAL DAMAGE (Comprehensive and Collision)		Actual cash value, cost of repair or \$____ whichever is less minus \$____ deductible for each covered auto.	
TRAILER INTERCHANGE (Comprehensive and Collision)		Actual cash value, cost of repair or \$____ whichever is less minus \$____ deductible for each covered auto.	
HIRED AUTO (Comprehensive and Collision only)		Actual cash value, cost of repair, or \$____ whichever is less minus \$____ deductible for each covered auto.	
OTHER:			
FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY: Refer To Endorsement Schedule		PREMIUM FOR ENDORSEMENTS	
MISCELLANEOUS CHARGES: None At This Time		MISCELLANEOUS CHARGES	
		ESTIMATED TOTAL PREMIUM	

The estimated total premium for this policy is based on the exposures you told us you would have when this policy began. We will compute your final premium due when the actual exposures have been audited. The estimated total premium will be credited against the final premium due and you will be billed for the balance, if any. If the total estimated premium exceeds the final premium due, you will get a refund. To determine your final premium due we examine your records at any time during the period of coverage and up to three years afterwards.

 Countersignature Date

 Authorized Representative

NON-TRUCKING LIABILITY POLICY DECLARATIONS

NAMED INSURED

INSURANCE COMPANY

NATIONAL SPECIALTY INSURANCE CO.

MAILING ADDRESS

POLICY NUMBER

PHYSICAL ADDRESS

(Same as above)

POLICY TERM

to
12:01 A.M. Standard Time at Insured's Physical Address

AGENT / BROKER

Transportation Coverage Specialists, Inc.
17 State Street, 17th Floor
New York, NY 10004-1501
(212)742-0300, Fax (212)742-1413

SCHEDULED OF COVERAGES AND COVERAGE 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 Coverage Autos Section of the Business Auto Non-Trucking Liability Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTO SYMBOLS	LIMIT (For any one accident / loss)	PREMIUM
LIABILITY			
UNINSURED MOTORIST			
UNDERINSURED MOTORIST (When Not Included in Uninsured Motorist)			
PERSONAL INJURY PROTECTION (No Fault)			
MEDICAL PAYMENTS			
OTHER:			
FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY: Refer To Endorsement Schedule		PREMIUM FOR ENDORSEMENTS	
MISCELLANEOUS CHARGES: None At This Time		MISCELLANEOUS CHARGES	
		ESTIMATED TOTAL PREMIUM	

The estimated total premium for this policy is based on the exposures you told us you would have when this policy began. We will compute your final premium due when the actual exposures have been audited. The estimated total premium will be credited against the final premium due and you will be billed for the balance, if any. If the total estimated premium exceeds the final premium due, you will get a refund. To determine your final premium due we examine your records at any time during the period of coverage and up to three years afterwards.

Countersignature Date

Authorized Representative

BUSINESS AUTO NON-TRUCKING LIABILITY COVERAGE FORM

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 the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **IV - DEFINITIONS**.

SECTION I - COVERED AUTOS

ITEM TWO of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own and any "trailers" you don't own while attached to power units you own. This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type and any "trailers" you don't own while attached to power units you own. This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown and any "trailers" while attached to any power unit described in ITEM THREE .
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.

B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS

1. If Symbols **1, 2, 3, 4, 5,** or **6** are entered next to a coverage in **ITEM TWO** of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in **ITEM TWO** of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. CERTAIN TRAILERS AND TEMPORARY SUBSTITUTE AUTOS

The following types of vehicles are also covered "autos":

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II - LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" for "bodily injury" or "property damage" or a "covered pollution cost or expense" not covered by this Coverage Form. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted.

1. WHO IS AN INSURED

The following are "insureds":

- a. You for any covered "auto", unless you are engaged in any "business pursuit".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) Anyone engaged in any "business pursuit"
 - (2) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (3) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (4) A partner of yours for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

3. COVERAGE EXTENSIONS

a. Supplementary Payments. In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$100 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in a "suit" we defend. However, we will not pay interest that accrues on any judgment related to any "suit" we defend under a reservation of rights letter or nonwaiver agreement and for which it is determined that no coverage applies. Our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out-Of-State Coverage extensions

While a covered "auto" is away from the state where it is licensed we will, if required by law:

- (1) Increase the Limit of Insurance to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. EXCLUSIONS

This insurance does not apply to any of the following:

1. BUSINESS PURSUITS

“Bodily injury” or “property damage” while a covered “auto” is used in any “business pursuit”.

2. EXPECTED OR INTENDED INJURY

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

3. CONTRACTUAL

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

4. WORKERS' COMPENSATION

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

5. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY

"Bodily injury" to:

- a. An employee of the "insured" arising out of and in the course of employment by the "insured"; or
- b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above. This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

6. FELLOW EMPLOYEE

"Bodily injury" to any fellow employee of the "insured" arising out of and in the course of the fellow employee's employment.

7. CARE, CUSTODY OR CONTROL

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

8. HANDLING OF PROPERTY

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

9. MOVEMENT OF PROPERTY BY MECHANICAL DEVICE

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

10. OPERATIONS

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or

11. POLLUTION

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. WAR

"Bodily injury" or "property damage" 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.

13. RACING

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. LIMIT OF INSURANCE

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III – BUSINESS AUTO NON-TRUCKING LIABILITY CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. LOSS CONDITIONS

1. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss".

Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

2. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. We agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

3. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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

B. GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. LIBERALIZATION

If we revise this Coverage Form 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.

4. OTHER INSURANCE

If this Coverage Form applies:

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, basis being either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all Coverage Forms and policies covering on the same basis.

6. PREMIUM AUDIT

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico; and
- d. Canada.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

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

SECTION IV - DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

- B. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include "mobile equipment."
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Business pursuit" means:
 - 1. Using a covered "auto" in any capacity for or on behalf of any other person, business corporation, partnership or like entity;
 - 2. Using a covered "auto" while en route to any location to pick up property or cargo;
 - 3. Using a covered "auto" while transporting property or cargo;
 - 4. Using a covered "auto" while returning to any terminal of any person, business, corporation, partnership or like entity following the delivery of any property or cargo;
 - 5. Using a covered "auto" while returning to any destination where the covered "auto" is regularly kept;
 - 6. Loading or unloading the covered "auto";
 - 7. Attaching, detaching, towing or transporting a "trailer" if that "trailer" is the property or cargo for delivery; or
 - 8. Maintaining the covered "auto":
 - a. For or on behalf of any other person, business, corporation, partnership or like entity;
 - b. In compliance with the Federal Motor Carrier Safety Regulations; or
 - c. Pursuant to the provisions of any lease.

- E. "Covered pollution cost or expense" means any cost or expense arising out of:
 - 1. Any request, demand or order; or
 - 2. Any claim or "suit" by or on behalf of a governmental authority demanding that the "insured" or others test for monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured";
 - (3) Being the "pollutants" or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- F. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

- G. "Insured contract" means:
 - 1. A lease of premises;
 - 2. A sidetrack agreement;
 - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any contract or agreement entered into, as part of your business pertaining to the rental or lease, by you or any of your employees, of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your employees to pay for "property damage" to any "auto" rented or leased by you or any of the employees.
- An "insured contract" does not include that part of any contract or agreement:
- a. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- H. "Loss" means direct and accidental loss or damage.
- I. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 5. Vehicles not described in Paragraph 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
 6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- J. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- K. "Property damage" means damage to or loss of use of tangible property.
- L. "Suit" means a civil proceeding in which:
1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.
- "Suit" includes:
- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- M. "Trailer" includes semitrailer.

NON-TRUCKING LIABILITY BUSINESS PURSUIT EXCLUSION

This endorsement modifies insurance provided under the following:

UNINSURED/UNDERINSURED MOTORIST COVERAGE
PERSONAL INJURY PROTECTION
MEDICAL PAYMENTS

The following exclusion applies to each of the above coverage forms:

BUSINESS PURSUITS

“Bodily injury” or “property damage” while a covered “auto” is used in any “business pursuit”.

1. Using a covered “auto” in any capacity for on behalf of any other person, business, corporation, partnership or like entity;
2. Using a covered “auto” while en route to any location to pick up property or cargo;
3. Using a covered “auto” while transporting property or cargo;
4. Using a covered “auto” while returning to any terminal of any person, business, corporation, partnership or like entity following the delivery of any property or cargo;
5. Using a covered “auto” while returning to any destination where the covered “auto” regularly kept;
6. Loading or unloading the covered “auto”;
7. Attaching, detaching, towing or transporting a “trailer” if that “trailer” is the property or cargo for delivery;
or
8. Maintaining the covered “auto”:
 - a. For on behalf of any other person, business, corporation, partnership or like entity;
 - b. In compliance with the Federal Motor Carrier Safety Regulations; or
 - c. Pursuant to the provisions of any lease.

Refer to the various coverage forms for definitions of other terms designated by quotes.

COVERED AUTO SCHEDULE

Named Insured:		Policy Number:	
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The following is a listing of all covered autos under this policy.

Any changes during the policy period should be reported to your agent.

Schedule of Covered Autos				
Unit #	Year	Make	Type	Serial Number

DRIVER SCHEDULE

Named Insured:		Policy Number:	
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The following is a listing of all drivers under this policy.

Any changes during the policy period should be reported to your agent.

Driver Schedule				
Driver #	Driver Name	Date of Birth	Drivers License #	State

SERFF Tracking Number: STNA-125527637 *State:* Arkansas
Filing Company: National Specialty Insurance Company *State Tracking Number:* #9712 \$50
Company Tracking Number: TCSI-CA-08
TOI: 20.0 Commercial Auto *Sub-TOI:* 20.0004 Truckers
Product Name: TCSI Transportation Program - Commercial Auto
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: STNA-125527637 State: Arkansas
Filing Company: National Specialty Insurance Company State Tracking Number: #9712 \$50
Company Tracking Number: TCSI-CA-08
TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers
Product Name: TCSI Transportation Program - Commercial Auto
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 03/25/2008

Comments:

Attachment:

AR NAIC Transmittal.pdf

Satisfied -Name: Filing Authorization and
Explanatory Memorandum **Review Status:** Approved 03/25/2008

Comments:

Please note that the Arkansas-mandatory ISO amendatory endorsements will be used with this program.

Attachments:

AR Filing Authorization.pdf
Explanatory Memorandum.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="border: none;">New Business</td> <td style="border: none; width: 100px;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
N/A	000

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
National Specialty Insurance Company	TX	22608	75-2816775	

5. Company Tracking Number	TCSI-CA-08
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Jeremy W. Battles - IRC, LLC 50 Broad Street, Suite 501 New York, NY 10004	Manager	212-571-3884	212-571-2502	jeremybattles@irclic.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Jeremy W. Battles

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

9. Type of Insurance (TOI)	20.0 - Commercial Auto
10. Sub-Type of Insurance (Sub-TOI)	20.0004 - Truckers
11. State Specific Product code(s) (if applicable)[See State Specific	N/A
12. Company Program Title (Marketing title)	TCSI Transportation Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: Upon Approval Renewal: Upon Approval
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	3/7/2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # TCSI-CA-08

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

National Specialty Insurance Company (NSIC), a member of Insurance Services Office (ISO), is filing independent commercial auto forms for its new TCSI Transportation Program.

The corresponding rates and rules filing has been submitted separately, as required by your state.

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.)

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 #	TCSI-CA-08			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	TCSI-CA-08			
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	Endorsement Schedule	T 1000 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Fraud Statement	T 1001 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Claim Reporting Contact	T 1002 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Policy Jacket	T 2000 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Truckers Policy Declarations	T 2001 03 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Form F - Uniform Motor Carrier Bodily Injury and Property Damage Liability	T 2002 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Additional Insured - Lessor Schedule	T 2003 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Loss Payee Schedule	T 2004 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Additional Insured - Shipper	T 2005 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	State Surcharge Schedule - Commercial Auto	T 2006 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE

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

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1.	This filing transmittal is part of Company Tracking #	TCSI-CA-08			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	TCSI-CA-08			
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
11	Deductible Liability Coverage	T 2007 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Monthly Reporting Form	T 2008 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	Additional Insured - Commonwealth of Pennsylvania	T 2009 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	Additional Insured - Pennsylvania Turnpike Commission	T 2010 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	Loss Control Survey Notice	T 2011 03 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16	Dumping Endorsement	T 2012 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	Additional Insured - Broker	T 2013 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	Equipment Provider List	T 2014 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19	Shipping Container Limitation	T 2015 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20	Tarps, Chains and Binders	T 2016 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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 #	TCSI-CA-08			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	TCSI-CA-08			
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
21	Premium Payment Plan	T 2017 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
22	Named Insured Continuation Endorsement	T 2018 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
23	Physical Damage Reporting	T 2020 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
24	Liability Limitation	T 2021 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
25	Punitive, Exemplary and Extracontractual Damage Exclusion	T 2022 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
26	Basket Deductible Coverage	T 2023 02 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
27	Business Auto Policy Declarations	T 3001 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
28	Non-Trucking Liability Policy Declarations	T 4001 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
29	Business Auto Non-Trucking Liability Coverage Form	T 4002 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
30	Non-Trucking Liability Business Pursuit Exclusion	T 4003 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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 #	TCSI-CA-08			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	TCSI-CA-08			
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
31	Covered Auto Schedule	T 3002 03 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
32	Driver Schedule	T 3003 03 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
33			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
34			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
35			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
36			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
37			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
38			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
39			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
40			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



January 29, 2008

Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904

**Re: Letter of Filing Authorization
National Specialty Insurance Company
TCSI Trucking Program
Commercial Auto
Initial Rule, Rate and Form Filing**

Dear Ladies/Gentlemen:

This letter will certify that IRC, Insurance Regulatory Consultants, LLC has been given full authorization to submit the captioned filing on behalf of National Specialty Insurance Company. This authorization extends to all correspondence related to the referenced filing only. It does not apply to any subsequent filings made after the approval of the referenced filing.

Please direct all correspondence in relation to this filing directly to IRC, 50 Broad Street, Suite 501, New York, NY 10004. Should you have any questions concerning this filing, please contact IRC at (212) 571-3989. Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "David M. Cleff".

David M. Cleff
Senior Vice President and General Counsel

Cc: File (TCSI)

TCSI Transportation Program – Commercial Auto Forms, Rates & Rules

Explanatory Memorandum

National Specialty Insurance Company (NSIC), a member of Insurance Services Office (ISO), is filing independent commercial auto forms and rates & rules for its new TCSI Transportation Program. To supplement these independent forms, rates and rules, NSIC is also filing to adopt the most recent prospective loss costs. The related rules, rating plans, forms and endorsements that will be used with this program are those filed on behalf of NSIC by ISO as part of NSIC's ISO affiliation. NSIC's rates will be those found in its independent program manual and the combination of ISO's loss costs and NSIC's proposed loss cost multipliers for Commercial Auto Liability and Physical Damage.

This TCSI Transportation Program was previously written with the Lincoln General Insurance Company. A.M. Best's recently downgraded its rating on this company from "A-" rated paper to B++ (Good). Many risk managers require that their company's insurance be placed with an "A" rated carrier, which is one reason that National Specialty is able to write this program. As such, there is an urgent nature to attain a timely approval of this filing, as a large volume of Lincoln General's trucking business is actively seeking a new carrier.

SERFF Tracking Number: STNA-125527637 *State:* Arkansas
Filing Company: National Specialty Insurance Company *State Tracking Number:* #9712 \$50
Company Tracking Number: TCSI-CA-08
TOI: 20.0 Commercial Auto *Sub-TOI:* 20.0004 Truckers
Product Name: TCSI Transportation Program - Commercial Auto
Project Name/Number: /

Superseded Attachments

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

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Supporting Document	Uniform Transmittal Document-Property & Casualty	03/07/2008	AR NAIC Transmittal.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="border: none; text-align: center;">New Business</td> <td style="border: none; width: 100px;"></td> </tr> <tr> <td style="border: none; text-align: center;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
N/A	000

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
National Specialty Insurance Company	TX	22608	75-2816775	

5. Company Tracking Number	TCSI-CA-08
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Jeremy W. Battles - IRC, LLC 50 Broad Street, Suite 501 New York, NY 10004	Manager	212-571-3884	212-571-2502	jeremybattles@irccl.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Jeremy W. Battles

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

9. Type of Insurance (TOI)	20.0 - Commercial Auto
10. Sub-Type of Insurance (Sub-TOI)	20.0004 - Truckers
11. State Specific Product code(s) (if applicable)[See State Specific	N/A
12. Company Program Title (Marketing title)	TCSI Transportation Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: Upon Approval Renewal: Upon Approval
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	3/7/2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # TCSI-CA-08

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

National Specialty Insurance Company (NSIC), a member of Insurance Services Office (ISO), is filing independent commercial auto forms for its new TCSI Transportation Program.

The corresponding rates and rules filing has been submitted separately, as required by your state.

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.)

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 #	TCSI-CA-08			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	TCSI-CA-08			
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	Endorsement Schedule	T 1000 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Fraud Statement	T 1001 0108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Claim Reporting Contact	T 1002 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Policy Jacket	T 2000 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Truckers Policy Declarations	T 2001 03 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Form F - Uniform Motor Carrier Bodily Injury and Property Damage Liability	T 2002 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Additional Insured - Lessor Schedule	T 2003 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Loss Payee Schedule	T 2004 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Additional Insured - Shipper	T 2005 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	State Surcharge Schedule - Commercial Auto	T 2006 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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 #	TCSI-CA-08			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	TCSI-CA-08			
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
11	Deductible Liability Coverage	T 2007 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Monthly Reporting Form	T 2008 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	Additional Insured - Commonwealth of Pennsylvania	T 2009 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	Additional Insured - Pennsylvania Turnpike Commission	T 2010 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	Loss Control Survey Notice	T 2011 03 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16	Dumping Endorsement	T 2012 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	Additional Insured - Broker	T 2013 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	Equipment Provider List	T 2014 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19	Shipping Container Limitation	T 2015 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20	Tarps, Chains and Binders	T 2016 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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 #	TCSI-CA-08			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	TCSI-CA-08			
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
21	Premium Payment Plan	T 2017 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
22	Named Insured Continuation Endorsement	T 2018 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
23	Physical Damage Reporting	T 2020 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
24	Liability Limitation	T 2021 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
25	Punitive, Exemplary and Extracontractual Damage Exclusion	T 2022 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
26	Basket Deductible Coverage	T 2023 02 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
27	Business Auto Policy Declarations	T 3001 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
28	Non-Trucking Liability Policy Declarations	T 4001 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
29	Business Auto Non-Trucking Liability Coverage Form	T 4002 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
30	Non-Trucking Liability Business Pursuit Exclusion	T 4003 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		