

SERFF Tracking Number: AIXG-125635629 State: Arkansas
Filing Company: Nova Casualty Company State Tracking Number: EFT \$50
Company Tracking Number: NCC-CM-2008-073-F
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: Commercial Inland Marine Form Filing
Project Name/Number: /

Filing at a Glance

Company: Nova Casualty Company

Product Name: Commercial Inland Marine Form SERFF Tr Num: AIXG-125635629 State: Arkansas

Filing

TOI: 09.0 Inland Marine

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 09.0005 Other Commercial Inland Marine

Co Tr Num: NCC-CM-2008-073-F

State Status: Fees verified and received

Filing Type: Form

Co Status:

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

Author: Kathy Banes

Disposition Date: 05/13/2008

Date Submitted: 05/06/2008

Disposition Status: Approved

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

Effective Date (New): 06/06/2008

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

Effective Date (Renewal): 06/06/2008

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Domicile Status Comments: This forms are being filed in our domiciliary state of New York.

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 05/13/2008

State Status Changed: 05/13/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Nova Casualty Company would like to submit for your approval seven new proprietary Commercial Inland Marine forms.

All forms, which have been included under the Form Schedule tab, are optional with the exception of ACM00010507 - Rental Equipment Coverage Form. This form is a mandatory form. The rates and rules have been submitted under separate cover, under designation number NCC-IM-2008-073-RR.

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Company and Contact

Filing Contact Information

Kathy Banes, Senior Compliance Analyst kbanes@aixgroup.com
 2 Waterside Crossing (860) 683-5029 [Phone]
 Windsor, CT 06095 (860) 683-5000[FAX]

Filing Company Information

Nova Casualty Company CoCode: 42552 State of Domicile: New York
 2 Waterside Crossing Group Code: Company Type: Property &
 Casualty
 Suite 400
 Windsor, CT 06095 Group Name: State ID Number:
 (860) 683-5029 ext. [Phone] FEIN Number: 16-1140177

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Nova Casualty Company	\$50.00	05/06/2008	20124653

SERFF Tracking Number: AIXG-125635629

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	05/13/2008	05/13/2008

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Disposition

Disposition Date: 05/13/2008

Effective Date (New): 06/06/2008

Effective Date (Renewal): 06/06/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Rental Equipment Coverage Form	Approved	Yes
Form	Rental Equipment - Conversion Exclusion	Approved	Yes
Form	Rental Equipment - Valuation - Actual Cash Value	Approved	Yes
Form	Rental Equipment - Earthquake Exclusion	Approved	Yes
Form	Rental Equipment - Water Exclusion	Approved	Yes
Form	Rental Equipment - Earthquake Limitation	Approved	Yes
Form	Rental Equipment - Flood Limitation	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Rental Equipment Coverage Form	ACM0001	0507	Policy/CoveNew rage Form			ACM0001_0 5-07.pdf
Approved	Rental Equipment - Conversion Exclusion	ACM0002	0308	Endorseme New nt/Amendm ent/Condi ons			ACM0002_0 3-08.pdf
Approved	Rental Equipment - Valuation - Actual Cash Value	ACM0003	0308	Endorseme New nt/Amendm ent/Condi ons			ACM0003_0 3-08.pdf
Approved	Rental Equipment - Earthquake Exclusion	ACM0012	0308	Endorseme New nt/Amendm ent/Condi ons			ACM0012_0 3-08.pdf
Approved	Rental Equipment - Water Exclusion	ACM0013	0308	Endorseme New nt/Amendm ent/Condi ons			ACM0013_0 3-08.pdf
Approved	Rental Equipment - Earthquake Limitation	ACM0014	0308	Endorseme New nt/Amendm ent/Condi ons			ACM0014_0 3-08.pdf
Approved	Rental Equipment - Flood Limitation	ACM0016	0308	Endorseme New nt/Amendm ent/Condi ons			ACM0016_0 3-08.pdf

RENTAL EQUIPMENT 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 F - Definitions.

A. COVERAGE

We will pay for direct physical loss of or damage to Covered Property from any of the Covered Causes of Loss.

1. Covered Property

Covered Property as used in this Coverage Form, means:

- a. Equipment that you own, sell, rent to others under your standard rental or leasing agreement.
- b. Equipment you have in your care that is used as a part of your business.
- c. Similar property of others leased or rented by you from others, in your care, custody or control; provided you are required to insure it by written contract with the owner of the property.
- d. Accessories & spare parts for Covered Property, owned tools, supplies & accessories.

We'll also cover employee's tools that are used in their course of employment for you. However, we will cover these items only while they are on "your" premises or while in transit to or from "your" job-site.

Unless otherwise stated in the Declarations, the most we will pay for loss to employee's tools is \$10,000 in any one "event".

2. Property Not Covered

Covered Property does not include:

- a. Aircraft, watercraft, automobiles, motor trucks, tractors, trailers, recreational vehicles, or motorcycles designed for highway use and used for over the road transportation of people or cargo. However, this does not include:
 - (1) self-propelled vehicles designed and used primarily to carry mounted equipment; or
 - (2) vehicles designed for highway use that are unlicensed and not operated on public roads; or
 - (3) trailers with a load capacity of 2000 pounds or less.
- b. Accounts, bills, currency, deeds, money, notes, securities and evidences of debt;
- c. Property while in the course of manufacture;
- d. Property while waterborne or airborne, except while in transit in the custody of a carrier for hire.
- e. Contraband or property in the course of illegal transportation or trade.
- f. Buildings or structures, furniture, fixtures, office supplies, improvements and betterments.
- g. Jewelry, fur garments, or clothing, other than costumes or clothing rented to others.

3. Covered Causes Of Loss

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE to Covered Property except those causes of loss listed in the Exclusions.

4. Coverage Extensions

a. Debris Removal

- (1) We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. Debris removal expenses will be paid only if they are reported to us in writing within 90 days of the date of direct physical loss or damage; or the end of the policy period, whichever is earlier.
- (2) The most we will pay under this Coverage Extension is 25% of the amount we pay for the direct physical loss or damage to Covered Property before we apply the deductible to such "loss". However, if debris removal expenses are \$50,000 or less, we will pay them in full subject to the policy deductible.
- (3) This Coverage Extension does not apply to costs to:
 - (i) Extract "pollutants" from land or water; or
 - (ii) Remove, restore or replace polluted land or water.

b. Pollutant Clean Up And Removal

We will pay your expenses to extract "pollutants" from land or water if the release, discharge, dispersal, seepage, or migration of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 90 days of the earlier of:

- (1) The date of direct physical loss or damage; or
- (2) The end of the policy period.

The most we will pay under this Coverage Extension is \$10,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

c. Theft Damage To Buildings

We will pay for damage caused directly by theft or attempted theft to:

- (1) That part of any building containing Covered Property; or
- (2) Equipment within the building used to maintain or service the building; only if you own the building or are legally responsible for the damage.

But, we will not pay for damage:

- (1) Caused by fire; or
- (2) To glass or to lettering or art work on glass.

The most we will pay for "loss" under this Coverage Extension is \$5,000 in any one occurrence. This is included within the Limit of Insurance.

d. Expediting Expense

We will also pay the reasonable and necessary Expediting Expense you incur due to direct physical "loss" to Covered Property. The "loss" must be caused by or result from a Covered Cause of Loss.

Expediting Expense means:

- (1) Costs to obtain replacement equipment, parts or supplies by express shipping methods; and
- (2) The transportation costs to transport equipment that has been rented to your customer and wrongfully abandoned by that customer.

The most we will pay for "loss" under Additional Coverages (1) and (2) above combined in any one occurrence is \$10,000. This is in addition to the Limits of Insurance.

e. Conversion

We will cover "loss" due to "Conversion" of Covered Property, when such property is leased or rented to others and not in your care, custody or control. It is a condition of this coverage that you comply with the following rules:

- (1) You must have rented the property to a customer that has an account with you, or the rental contract is signed by the customer showing that the customer has received the equipment. The rental contract must also show a valid driver's license number or military identification card number and one or more major credit card numbers.
- (2) You must have had no knowledge prior to the rental of the equipment that the person or organization to which you rented equipment was unreliable or dishonest or that such rental would or was likely to result in a "Conversion" "loss".
- (3) Once you become aware of a "Conversion" "loss", you must make a reasonable effort to find the property. You must supply documentation of this effort if requested.
- (4) You must notify us of the "loss" immediately. We will have up to 60 days to investigate the loss and attempt to locate and recover the property.
- (5) If we have made payment under this extension, and the property is located and recovered within 6 months after you have notified us of the loss, you agree to refund the amount paid by us and accept the recovered property or release title to the property to us.

B. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

c. War and Military Action

- (1) War, including undeclared or civil war;
- (2) 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
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

Exclusions **B.1.a.** through **B.1.c.** apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:

- a. Delay, loss of use, loss of market or any other consequential loss.

- b. Property that is missing where the only proof of loss is unexplained or mysterious disappearance of Covered Property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the Covered Property.

This exclusion does not apply to Covered Property when such property is leased or rented to others and not in your care, custody or control

- c. Criminal, fraudulent, dishonest or illegal acts committed by:

- (1) You, any of your partners, employees, directors, trustees, or authorized representatives;
- (2) A manager or a member if you are a limited liability company;
- (3) Anyone else with an interest in the property, or their employees or authorized representatives; or
- (4) Anyone else other than rental customers or carriers for hire, to whom the Covered Property is entrusted for any purpose.

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

This exclusion does not apply to acts of destruction by your employees, but theft by employees is not covered.

- d. Unauthorized instructions to transfer property to any person or to any place.
 - e. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
 - f. Mechanical, structural, or electrical breakdown or malfunction including a breakdown or malfunction resulting from a structural, mechanical or reconditioning process.
3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.
- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance; of part or all of any property wherever located.
 - d. Collapse except as provided in the Additional Coverage - Collapse section of this Coverage Form.
 - e. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, depreciation; mechanical breakdown; insects, vermin, rodents; corrosion, rust, dampness, cold or heat.

C. ADDITIONAL COVERAGE – COLLAPSE

We will pay for direct physical loss or damage to Covered Property, caused by collapse of a building or any part of a building that contains Covered Property insured under this Coverage Form, if the collapse is caused by one or more of the following:

- 1. Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling

objects; weight of snow, ice or sleet; water damage; earthquake; all only as insured against in this Coverage Form;

2. Decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
3. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
4. Weight of people or personal property;
5. Weight of rain that collects on a roof;
6. Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation. However, if the collapse occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in Paragraphs a. through e., we will pay for the loss or damage even if use of defective material or methods, in construction, remodeling or renovation, contributes to the collapse.

This Additional Coverage does not increase the applicable Limit of Insurance shown in the Declarations.

D. LIMITS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

E. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

F. ADDITIONAL CONDITIONS

1. Required Identification

It is a condition of this coverage that you verify your customer's identification. The identification must be a valid driver's license or military identification card. You must note the number of that ID in your records. You must also obtain a second form of identification such as a major credit card. You must also note the credit card number in your records.

If you have a customer that has an established written contract with you and have the above information on file, you will not have to record the information each time an individual rental has been made.

2. Duties in the Event of Loss - Claims Presented on Equipment that is Rented at Time of Loss

This coverage is excess over any collectible insurance in force for "loss" occurring while Covered Property is in your customer's possession.

You must do the following when you become aware of a "loss" that occurs to Covered Property that is in your customer's possession:

- a. You must assert your claim in writing with the customer and their insurance carrier if you are aware of the insurance carrier's identity.
- b. Present us with a copy of that initial claim along with copies of supporting documentation.
- c. Advise us of the progress of your claim and, if you wish to make a claim under this policy, advise us if that claim is denied or reaches an impasse.

3. Valuation

General Condition F. Valuation in the Commercial Inland Marine Conditions is replaced by the following:

a. Your Property

The value of your property will be settled on a replacement cost basis without deduction for depreciation.

But we will not pay more for "loss" than the least of the following amounts:

- (1) The amount you actually spend that is necessary to repair such property;
- (2) The cost to replace such property at the time of loss with new property that is substantially identical to be used for the same purpose; or
- (3) The Limit of Insurance applicable to the property that sustained the "loss".

We will not pay on a replacement cost basis for any "loss" until the lost or damaged property has actually been repaired or replaced. If the damaged property isn't repaired or replaced, we will pay you on an actual cash value.

If you have chosen not to repair or replace the damaged property, you may still make a claim for the additional coverage if you notify us of your intent to do so within 180 days after the "loss".

b. Property of Others

The value of property in your care, custody or control will be the least of the following amounts:

- (1) The actual cash value of that property;
- (2) The cost of reasonably restoring that property to its condition immediately before loss or damage; or
- (3) The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

4. The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

a. Coverage Territory

We cover property wherever located within:

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

b. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

We will not pay the full amount of any loss if the value of Covered Property, except property in transit, at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property, except property in transit, at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

c. Records and Inventory

You will keep accurate records of your business and retain them for 3 years after the policy ends. These records will consist of:

- (1) An itemized inventory of your stock in trade;
- (2) Records of all purchases and sales whether cash or credit;
- (3) Records of property of others in your care, custody or control; and
- (4) Records of property you send to others for any purpose.

You will also take a physical inventory of all your stock in trade at least every 12 months.

d. Protective Safeguards

You must maintain the protective safeguards stated by you to be in effect at a location when this coverage began.

If you fail to keep the protective safeguards:

- (1) In working condition at a location; and
- (2) In operation when you are closed to business;

coverage for which the protective safeguards apply is automatically suspended at that location.

This suspension will last until equipment or services are back in operation.

G. DEFINITIONS

- a. "Conversion" means an unauthorized assumption and exercise of the right of ownership over Covered Property belonging to you to the exclusion of your rights including any unauthorized act which deprives you of your property either permanently or for an indefinite time.
- b. "Event" means all insured losses which arise directly from the same cause and which occur during the same period of time and at the same location.
- c. "Loss" means accidental loss or damage.
- d. "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.

RENTAL EQUIPMENT - CONVERSION EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

RENTAL EQUIPMENT COVERAGE FORM

The Rental Equipment Coverage Form is hereby amended as follows:

The following paragraph is hereby deleted:

4. Coverage Extensions
 - e. Conversion

RENTAL EQUIPMENT VALUATION - ACTUAL CASH VALUE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

RENTAL EQUIPMENT COVERAGE FORM

The Rental Equipment Coverage Form is hereby amended as follows:

F. Additional Conditions, 3. Valuation, a. Your Property is deleted and replaced with the following:

The value of your property will be the least of the following amounts:

- (1) The actual cash value of that property;
- (2) The cost of reasonably restoring that property to its condition immediately before loss or damage; or
- (3) The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RENTAL EQUIPMENT - EARTHQUAKE EXCLUSION

This endorsement modifies insurance provided under the following:

RENTAL EQUIPMENT COVERAGE FORM

The following exclusion is added to Section **B.**, Paragraph **1.** and applies only to the location(s) shown in the schedule below:

Earthquake, but we will pay for direct loss or damage caused by resulting fire, explosion or theft if these causes of loss would be covered under this Coverage Form.

This exclusion does not apply to Covered Property when such property is leased or rented to other and not in your care, custody or control.

SCHEDULE

Location Address (es):

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RENTAL EQUIPMENT - WATER EXCLUSION

This endorsement modifies insurance provided under the following:

RENTAL EQUIPMENT COVERAGE FORM

The following exclusion is added to Section **B.**, Paragraph **1.** and applies only to the location(s) shown in the schedule below:

Water damage caused directly or indirectly by flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not. But we will pay for direct loss or damage caused by resulting fire, explosion or theft if these causes of loss would be covered under this Coverage Form.

This exclusion does not apply to Covered Property when such property is leased or rented to other and not in your care, custody or control.

SCHEDULE

Location Address (es):

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

RENTAL EQUIPMENT - EARTHQUAKE LIMITATION

This endorsement modifies insurance provided under the following:

RENTAL EQUIPMENT COVERAGE FORM

1. It is agreed that the following paragraph is added to **A. COVERAGE.**

Coverage Limitations

Earthquake

We will pay for loss or damage caused by earthquake or volcanic action to Covered Property while at a premise described in the declarations. If more than one earthquake, shock or volcanic eruption occurs within any 168 hour period, we will consider them to be a single occurrence. The expiration of this policy will not reduce the 168 hour period.

Volcanic action means only:

- a. volcanic blast or airborne shockwaves;
- b. ash, dust, particles; or
- c. lava flow resulting from the eruption of a volcano.

2. It is agreed that the following paragraphs are added to **B. EXCLUSIONS.**

4. We will not pay for loss or damage that occurs during the period your coverage is in effect if the earthquake or volcanic eruption begins before this period.

5. We will not pay for loss or damage caused directly or indirectly by landslide, sinkhole collapse, or earth movement other than earthquake and volcanic eruption. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

All other exclusions under the **EXCLUSIONS** section of your policy apply to this coverage.

3. It is agreed that the following paragraph is added to **D. LIMITS OF INSURANCE:**

The most we will pay for all loss or damage caused by a single earthquake is \$250,000. This limit is also the total amount we will pay for all losses in any one policy year caused by earthquake.

4. It is agreed that the following paragraph is added to **E. DEDUCTIBLE:**

We will not pay for loss or damage in any one occurrence for earthquake or volcanic action until the amount of the adjusted loss or damage exceeds \$25,000. We will then pay the amount of the adjusted loss or damage in excess of the first \$25,000, up to the Limit of Insurance.

RENTAL EQUIPMENT - FLOOD LIMITATION

This endorsement modifies insurance provided under the following:

RENTAL EQUIPMENT COVERAGE FORM

1. It is agreed that the following paragraph is added to **A. COVERAGE.**

Coverage Limitations

Flood

We will pay for loss or damage to Covered Property caused from flood, at a premises described in the declarations.

Flood means only:

- a. surface water or spray, waves, tidal waves or overflow of any body of water, even if driven by wind;
- b. mudslide or mudflow;
- c. water backup from sewer or drain; or
- d. underground water exerting pressure on or flowing through a sidewalk, driveway, or other paved surface, foundation, wall, basement, floor, door, window, or other opening.

2. It is agreed that the following paragraph is added to **B. EXCLUSIONS.**

We will not pay for loss or damage that occurs during the period your coverage is in effect if the flood begins before this period.

All other exclusions under the **EXCLUSIONS** section of your policy apply to this coverage.

3. It is agreed that the following paragraph is added to **D. LIMITS OF INSURANCE:**

The most we will pay for all loss or damage caused by a single flood is \$250,000. This limit is also the total amount we will pay for all losses in any one policy year caused by flood.

4. It is agreed that the following paragraph is added to **E. DEDUCTIBLE:**

We will not pay for loss or damage in any one occurrence for flood until the amount of the adjusted loss or damage exceeds \$25,000. We will then pay the amount of the adjusted loss or damage in excess of the first \$25,000, up to the Limit of Insurance.

SERFF Tracking Number: *AIXG-125635629*

State: *Arkansas*

Filing Company: *Nova Casualty Company*

State Tracking Number: *EFT \$50*

Company Tracking Number: *NCC-CM-2008-073-F*

TOI: *09.0 Inland Marine*

Sub-TOI: *09.0005 Other Commercial Inland Marine*

Product Name: *Commercial Inland Marine Form Filing*

Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AIXG-125635629

State: Arkansas

Filing Company: Nova Casualty Company

State Tracking Number: EFT \$50

Company Tracking Number: NCC-CM-2008-073-F

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Commercial Inland Marine Form Filing

Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status:

Approved

05/13/2008

Comments:

Attachment:

industry_rates_PCtransDoc_intelligent.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: New Business Renewal Business f. State Filing #: g. SERFF Filing #: h. Subject Codes
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3. Group Name	Group NAIC #

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

5. Company Tracking Number	
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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

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

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

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

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

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

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

Check #:
Amount:

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

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

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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 #	
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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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			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

RATE/RULE FILING SCHEDULE

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

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

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	
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Rate Increase
 Rate Decrease
 Rate Neutral (0%)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	
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4a.	Rate Change by Company (As Proposed)
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

4b.	Rate Change by Company (As Accepted) For State Use Only
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

5.	Overall Rate Information (Complete for Multiple Company Filings only)
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		COMPANY USE	STATE USE
5a	Overall percentage rate indication (when applicable)		
5b	Overall percentage rate impact for this filing		
5c	Effect of Rate Filing – Written premium change for this program		
5d	Effect of Rate Filing – Number of policyholders affected		

6.	Overall percentage of last rate revision	
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7.	Effective Date of last rate revision	
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8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	
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9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
02		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
03		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	