

SERFF Tracking Number: LNCR-125651014 State: Arkansas
Filing Company: Lancer Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CA-FM-05-08CARGO
TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other
Product Name: Long Haul Trucking Product
Project Name/Number: Cargo Insurance Endorsement/

Filing at a Glance

Company: Lancer Insurance Company
Product Name: Long Haul Trucking Product SERFF Tr Num: LNCR-125651014 State: Arkansas
TOI: 20.0 Commercial Auto SERFF Status: Closed State Tr Num: EFT \$50
Sub-TOI: 20.0003 Other Co Tr Num: CA-FM-05-08CARGO State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
Author: Elizabeth Delaney Disposition Date: 05/28/2008
Date Submitted: 05/19/2008 Disposition Status: Approved
Effective Date Requested (New): On Approval Effective Date (New): 05/28/2008
Effective Date Requested (Renewal): On Approval Effective Date (Renewal): 05/28/2008

State Filing Description:

General Information

Project Name: Cargo Insurance Endorsement Status of Filing in Domicile: Pending
Project Number: Domicile Status Comments: Lancer is submitting this filing in all 50 states, including our domicile state of Illinois, where it is currently pending approval.
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 05/28/2008
State Status Changed: 05/28/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
Lancer Insurance Company is submitting the attached form, "Cargo Insurance," for your approval. This is an initial filing of the form, which we feel broadens the coverage Lancer already provides under its Motor Carrier and Truckers policies.

The "Cargo Insurance" form provides coverage to our insureds for loss to any Cargo (as defined therein) while in the

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insured's custody or control in the ordinary course of transit. Lancer plans to provide this coverage on its Motor Carrier and Truckers policies for no additional cost to our insureds. Therefore, we will continue to use our current ISO rates/rules and loss costs that are already on file in your state, and will not be making an accompany rate and/or rule filing.

Company and Contact

Filing Contact Information

Elizabeth Delaney, Compliance Specialist edelaney@lancer-ins.com
 370 West Park Avenue (516) 431-4441 [Phone]
 Long Beach, NY 11561 (516) 889-3076[FAX]

Filing Company Information

Lancer Insurance Company CoCode: 26077 State of Domicile: Illinois
 370 West Park Avenue Group Code: 3636 Company Type: Property Casualty
 PO Box 9004
 Long Beach, NY 11561 Group Name: Lancer Insurance State ID Number:
 (516) 431-4441 ext. [Phone] FEIN Number: 36-6077839

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Lancer Insurance Company	\$50.00	05/19/2008	20388216

SERFF Tracking Number: LNCR-125651014 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	05/28/2008	05/28/2008

SERFF Tracking Number: LNCR-125651014 *State:* Arkansas
Filing Company: Lancer Insurance Company *State Tracking Number:* EFT \$50
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Disposition

Disposition Date: 05/28/2008

Effective Date (New): 05/28/2008

Effective Date (Renewal): 05/28/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: LNCR-125651014 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Form	Cargo Insurance	Approved	Yes

SERFF Tracking Number: LNCR-125651014 State: Arkansas
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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Cargo Insurance	R-LIC-1113	05/08	Endorsement/Amendment/Conditions		51.20	Cargo Endorsement.pdf

CARGO INSURANCE

Named Insured	Endorsement Number
Policy Number	Endorsement Effective
Countersigned by (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

**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 above.

A. SECTION 1 – COVERED AUTOS is changed by adding the following:

SYMBOL	DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS	
46A/or 67A	Specifically Described "autos."	Only those "autos" described in Item Three of the Declarations which are power units and for which a cargo premium is charged, or any power unit you do not own while used as a temporary substitute for a power unit for which a cargo premium is charged that is out of service because of its: a. Breakdown; b. Repairs; c. Servicing; d. "Loss", or e. Destruction.
47A/or 68A	Hired "autos" only.	If a cargo premium is charged, only those "autos" which are power units you lease, hire, rent or borrow.
51A	Monthly Reporting "autos."	If no "autos" are described in Item Three of the Declarations and cargo premium is charged on a monthly reporting basis, then cargo coverage applies to all "autos" which are power units and are covered "autos" as defined for Liability coverage.

For Cargo Insurance, a covered "auto" also includes:

- a. Any "trailer" [owned, leased, hired, rented or borrowed] attached to a power unit which is designated above as a covered "auto". A chassis carrying a container is a "trailer".
- b. Any "trailer" you own or lease but only while it is not attached to an "auto," and provided that it is:
 - 1) In a garage, terminal or depot for a period not exceeding forty-eight (48) hours, plus intervening Sunday and legal holidays, or
 - 2) Unattached as a result of an "accident" or breakdown, provided the "trailer" is not there for a period exceeding twenty-four (24) hours and is awaiting repair of the covered "auto" or transfer of the "cargo" to another "trailer."
- c. Mobile homes are Cargo while attached to a power unit which is a covered "auto" for Cargo Coverage.

The following is added:

**Section VII Motor Carrier Coverage Form,
Section VII Truckers Coverage Form – CARGO
INSURANCE**

A. COVERAGE

We will pay all sums an "insured" legally must pay as a motor carrier for "loss" to Cargo while in an insured's custody or control in the ordinary course of transit.

1. Cargo as used in this Endorsement means:

- a. Goods and merchandise for which an "insured" is legally liable under tariff documents, bills of lading or shipping receipts, and while in or on a covered "auto";
- b. Goods and merchandise owned by an "insured" while loaded for shipment in or

on a covered "auto"; or

- c. Goods and merchandise for which an "insured" has assumed liability under a written lease and while in or on a covered "auto."

2. Property Not Covered

Cargo does not include:

- a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value;
- b. Bullion, gold, silver, platinum or other precious alloys or metals; jewelry, watches, precious or semi-precious stones;
- c. Paintings, statuary and other works of art;
- d. "Loss" to a covered "auto" or its equipment, including tarpaulins, fittings and intermodal shipping containers;
- e. Contraband, or property in the course of illegal transportation or trade.

3. Covered Causes of Loss

Covered Causes of Loss means an "insured's" liability for Direct Physical Loss to Cargo except those causes of "loss" listed in Section B. EXCLUSIONS.

4. Coverage Extensions

The amounts payable under these Coverage Extensions are in addition to the Limit of Insurance shown in the Declarations.

a. Defense Cost

We will have the right and duty to defend any "insured" against a "suit" seeking damages for "loss" to Cargo caused by or resulting from a Covered Cause of Loss. We may investigate, negotiate and settle any claim or "suit." However, we have no duty to defend any "insured" against a "suit" for "loss" to Cargo to which this insurance does not apply. We will not

pay for the settlement of any claims or any "suits" under this Coverage Extension. Our duty to defend or settle ends when the Limit of Insurance has been exhausted by the payment of claims, judgments or settlements.

We will pay, with respect to any claim we investigate or settle, or a "suit" against any "insured" we defend:

- (1) All expenses we incur.
- (2) The cost of bonds to release attachments in any "suit" against the insured we defend; but only for bond amounts within our Limit of Insurance.
- (3) All reasonable expenses incurred by an "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (4) All costs taxed against an "insured" in any "suit" against an "insured" we defend.
- (5) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

b. Earned Freight Charges

We pay an "insured" for earned freight charges that an "insured" is unable to collect resulting from a "loss" covered by this Endorsement.

c. Removal Expenses

Subject to an "insured's" compliance with its Duties In The Event Of Loss, expenses for the following will be paid only if they are reported to us in writing within 180 days of the earlier of:

- (a) The date of direct physical "loss"; or
- (b) The end of the policy period.

- (1) We will pay removal expenses to remove Cargo debris caused by or resulting from a covered "loss" to Cargo that occurs during the policy period. The term debris shall not include pollutants."
- (2) We will also pay removal expenses to extract "pollutants" from land or water. If the release, discharge or dispersal of the "pollutants" is caused by or results from a covered "loss" that occurs during the policy period.

Any pollution damage to a covered "auto" is not a covered removal expense.

The most we will pay for removal expenses is \$25,000 for the sum of all such expenses arising out of any one "occurrence."

d. Claim Mitigation Expense

We will pay the necessary expense an "insured" incurs to prevent further "loss" to Cargo if that expense is incurred within a twelve (12) hour period after a covered "loss" occurs.

The most we will pay under this Coverage Extension is \$5,000 in any one "occurrence." No deductible will be applied to claim mitigation expense.

e. Fire Department Service Charge

When the fire department is called to save or protect Cargo from a Covered Cause of Loss, we will pay up to \$25,000 for an "insured's" liability for Fire Department Service Charge.

f. Reward coverage

We will reimburse an "insured" for documented reward(s) expense incurred by an "insured", up to \$2,500 per "occurrence," leading to:

- (1) The successful return of undamaged stolen articles to a law enforcement agency; or

- (2) The arrest and conviction of any person(s) who have damaged or stolen any covered Cargo.

g. Towing

We will pay the cost to tow a load which has spilled due to a "loss" to a covered "auto."

h. Reload Expense Coverage

We will pay to reload Cargo which has spilled due to a "loss" to a covered "auto."

i. Traffic and Security Expense

We will pay the cost to control traffic and provide security to oversee and/or roundup the Cargo if there is an "occurrence" which causes us to tow and/or reload Cargo which has spilled due to a "loss" to a covered "auto."

B. EXCLUSIONS

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

a. Governmental Action

Seizures 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 Endorsement.

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 we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Endorsement.

c. War and Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by 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.

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

a. Loss of use, loss of market or any consequential "loss."

b. "Loss" resulting from dishonest or criminal acts by you, any of your partners, directors, trustees or employees:

(1) Acting alone or in collusion with others; or

(2) Whether occurring during the hours of employment or at any other time.

c. Caused by or resulting from any of the following:

(1) Cotton, within seventy-two (72) hours after ginning. But if "loss" by a covered cause of loss results, we will pay for that resulting "loss."

(2) Any "insured's" operation as a transportation broker or freight forwarder.

(3) We will not pay for any costs, fines or penalties you incur for your violation of any law or regulation that applies to your delay in payments, denial or settlement of any claim made against you by others for "loss" to Cargo.

C. LIMIT OF INSURANCE

1. The most we will pay for "loss" to Cargo in a single covered "auto" is the lesser of the following:
 - a. The amount shown as the Limit of Insurance in the Declarations; or
 - b. The actual cash value of the damaged or stolen Cargo at the time of the "loss," but actual cash value shall not exceed the lower of the invoice price or the market value on the date and place of shipment.
2. The most we will pay for "loss" to Cargo caused by one "occurrence" is the total of all cargo limits on all of the covered "autos" involved in the "occurrence" or \$1,000,000, whichever is less.

D. DEDUCTIBLE

We will not pay for "loss" in any one "occurrence" until the amount of the "loss" before applying the applicable Limits of Insurance, exceeds the Deductible shown in the Declarations. We will then pay the amount of the "loss" in excess of the Deductible.

E. CARGO CONDITIONS

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

1. Loss Payment

- a. "Loss" is payable to an "insured" and/or to the owner of the Cargo, as interests may appear,
- b. In the case of Cargo liability assumed under a written lease, this policy's coverage is primary.
- c. At our option, we may:
 - (1) Pay for, repair or replace damaged or stolen Cargo;
 - (2) Return stolen Cargo at our expense. We will pay for any damage that results to the Cargo from the theft; or

- (3) Take all or any part of the damaged or stolen Cargo at an agreed or appraised value.

2. Policy Period, Coverage Territory

We cover "loss" or damage commencing:

- 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.

3. Transfer of Your Interest in This Policy

Your rights and duties under this policy may not be assigned without our written consent.

F. DEFINITIONS

1. "Loading and unloading" means hoisting, lifting or moving Cargo onto or off of a covered "auto" to or from the ground or loading docks adjacent to such covered "auto".
2. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
3. "Suit" means a civil proceeding in which:

Damages are alleged because of an "insured's" liability as a motor carrier for "loss" to Cargo while in an "insured's" custody or control in the ordinary course of transit.

"Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which an "insured" must submit or

does submit with our consent; or

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which an "insured" submits with our consent.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

<i>SERFF Tracking Number:</i>	<i>LNCR-125651014</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Lancer Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CA-FM-05-08CARGO</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0003 Other</i>
<i>Product Name:</i>	<i>Long Haul Trucking Product</i>		
<i>Project Name/Number:</i>	<i>Cargo Insurance Endorsement/</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: LNCR-125651014 State: Arkansas
Filing Company: Lancer Insurance Company State Tracking Number: EFT \$50
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TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other
Product Name: Long Haul Trucking Product
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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 05/28/2008

Comments:

Attachment:

PCTD.pdf

Satisfied -Name: Explanatory Memorandum **Review Status:** Approved 05/28/2008

Comments:

Attachment:

Explanatory Memo.pdf

Property & Casualty Transmittal Document

Reset Form

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 #:

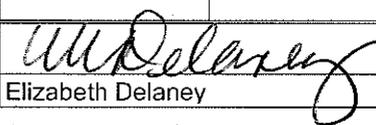
h. Subject Codes

3. Group Name	Group NAIC #
Lancer Financial Group	3636

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Lancer Insurance Company	IL	26077	36-6077839	

5. Company Tracking Number	CA-FM-05-08CARGO
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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
Elizabeth Delaney	Compliance Manager	516.431.4441 ext 3219	516.889.3076	edelaney@lancer-ins.com
370 West Park Avenue Long Beach, NY 11561				
7. Signature of authorized filer				
8. Please print name of authorized filer	Elizabeth Delaney			

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)	20.0003 Other
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	N/A
12. Company Program Title (Marketing title)	N/A
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)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	05/19/2008
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 # CA-FM-05-08CARGO

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

Lancer Insurance Company is submitting the attached form, "Cargo Insurance," for your approval. This is an initial filing of the form, which we feel broadens the coverage Lancer already provides under its Motor Carrier and Truckers policies.

The "Cargo Insurance" form provides coverage to our insureds for loss to any Cargo (as defined therein) while in the insured's custody or control in the ordinary course of transit. Lancer plans to provide this coverage on its Motor Carrier and Truckers policies for no additional cost to our insureds. Therefore, we will continue to use our current ISO rates/rules and loss costs that are already on file in your state, and will not be making an accompany rate and/or rule filing.

[View Complete Filing Description](#)

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:

Any fees associated with this filing will be submitted via SERFF EFT.

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 #	CA-FM-05-08CARGO			
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	N/A			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Cargo Insurance	R-LIC-1113 (05/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
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



EXPLANATORY FILING MEMORANDUM

COMMERCIAL AUTOMOBILE FORMS

The Commercial Automobile Coverage Part is ISO-adopted coverage for Lancer Insurance Company ("Lancer"), domiciled in the State of Illinois.

This Line of Business, which consists of forms, rates & rules, is being used by Lancer as a member/subscriber of ISO. However, Lancer would like to begin using the following new endorsement, which broadens the Commercial Automobile Coverage part, on its Motor Carrier and Truckers policies, specifically those written under its Long Haul Trucking product:

1) R-LIC-1113 (05/08) – CARGO INSURANCE

This form provides coverage to Lancer insureds for loss to any "Cargo" (as defined therein) while in the insured's custody or control in the ordinary course of transit.

Lancer plans to provide this coverage on its Motor Carrier and Truckers policies at no additional cost to our insureds. Therefore, we will continue to use our current ISO rates/rules and loss costs that are already on file in your state.

This is an initial filing of the Cargo Insurance form, which we feel broadens the coverage Lancer already provides under its Motor Carrier and Truckers policies.

Thank you in advance for your acknowledgment and please do not hesitate to contact me if you have any questions:

Elizabeth Delaney
Compliance Manager
edelaney@lancer-ins.com
(516) 431-4441 ext. 3219