

SERFF Tracking Number: PERR-125628091 State: Arkansas
Filing Company: Tower Insurance Company of New York State Tracking Number: #102634 \$50
Company Tracking Number: TICNY-GMI-CA-AR-08-01-F
TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other
Product Name: GMI Daily Rental Program
Project Name/Number: TICNY-GMI-CA-AR-08-01-F/TICNY-GMI-CA-AR-08-01-F

Filing at a Glance

Company: Tower Insurance Company of New York

Product Name: GMI Daily Rental Program SERFF Tr Num: PERR-125628091 State: Arkansas
TOI: 20.0 Commercial Auto SERFF Status: Closed State Tr Num: #102634 \$50
Sub-TOI: 20.0003 Other Co Tr Num: TICNY-GMI-CA-AR-08-01-F State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
Authors: Neresia Torres, Olga E. Burciaga Disposition Date: 05/30/2008
Date Submitted: 05/08/2008 Disposition Status: Approved
Effective Date Requested (New): 06/07/2008 Effective Date (New): 06/07/2008
Effective Date Requested (Renewal): On Approval Effective Date (Renewal): 05/30/2008

State Filing Description:

General Information

Project Name: TICNY-GMI-CA-AR-08-01-F Status of Filing in Domicile: Pending
Project Number: TICNY-GMI-CA-AR-08-01-F Domicile Status Comments:
Reference Organization: Insurance Service Offices, Inc. (ISO) Reference Number: All currently approved ISO forms.
Reference Title: Advisory Org. Circular:
Filing Status Changed: 05/30/2008 Deemer Date:
State Status Changed: 05/14/2008
Corresponding Filing Tracking Number: N/A
Filing Description:

On behalf of Tower Insurance Company of New York (the "Company"), we are submitting new forms for a GMI Daily Rental Program applicable to their Commercial Auto program. In addition, the Company wishes to adopt all currently approved ISO forms. Please note the corresponding rates and rules are exempt from filing requirements per AR statute 23-67-206.

SERFF Tracking Number: PERR-125628091 State: Arkansas
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The Company respectfully requests that the proposed forms be implemented for all policies effective on June 7, 2008.

Enclosed is authorization for Perr&Knight to submit this filing on behalf of the Company. All correspondence related to this filing should be directed to Perr&Knight. The Company has prepared the forms contained in this filing along with the explanatory memorandum. If there are any requests for additional information related to items prepared by the Company, we will forward the request immediately to the Company. We will submit the Company's response to your attention as soon as we receive it.

Please do not hesitate to contact us with any questions or comments.

Company and Contact

Filing Contact Information

(This filing was made by a third party - perrandknightactuaryconsultants)

Olga Burciaga, Filing Analyst doi@perrknight.com
 881 Alma Real Dr Suite 205 (310) 230-9339 [Phone]
 Pacific Palisades, CA 90272

Filing Company Information

Tower Insurance Company of New York	CoCode: 44300	State of Domicile: New York
120 Broadway, 31st Floor	Group Code: 3703	Company Type: Property and Casualty
New York, NY 10271	Group Name: Tower Group Companies	State ID Number:
(212) 655-2000 ext. [Phone]	FEIN Number: 13-3548249	-----

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	AR filing fee is \$50 for form submissions.
Per Company:	No

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Product Name: GMI Daily Rental Program
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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Tower Insurance Company of New York	\$0.00	05/08/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
102634	\$50.00	04/30/2008

SERFF Tracking Number: PERR-125628091 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	05/30/2008	05/30/2008

SERFF Tracking Number: *PERR-125628091* *State:* *Arkansas*
Filing Company: *Tower Insurance Company of New York* *State Tracking Number:* *#102634 \$50*
Company Tracking Number: *TICNY-GMI-CA-AR-08-01-F*
TOI: *20.0 Commercial Auto* *Sub-TOI:* *20.0003 Other*
Product Name: *GMI Daily Rental Program*
Project Name/Number: *TICNY-GMI-CA-AR-08-01-F/TICNY-GMI-CA-AR-08-01-F*

Disposition

Disposition Date: 05/30/2008

Effective Date (New): 06/07/2008

Effective Date (Renewal): 05/30/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125628091 State: Arkansas
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 TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other
 Product Name: GMI Daily Rental Program
 Project Name/Number: TICNY-GMI-CA-AR-08-01-F/TICNY-GMI-CA-AR-08-01-F

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Supporting Documentation	Approved	Yes
Form	Declarations Page - Tower Insurance Company of New York	Approved	Yes
Form	Schedule of Covered Autos You Own	Approved	Yes
Form	Composite Rate Endorsement - Gross Reciepts	Approved	Yes
Form	Composite Rate Endorsement - Reporting	Approved	Yes
Form	Composite Rate Endorsement - Scheduled	Approved	Yes
Form	Rental/Lease Agreement Endorsement	Approved	Yes
Form	Business Auto Coverage Form Endorsement	Approved	Yes
Form	Punitive, Exemplary and Extracontractual Damage Exclusion	Approved	Yes
Form	Amendment of Limit of Liability	Approved	Yes
Form	Additional Insured - Generic	Approved	Yes
Form	Primary Coverage Endorsement	Approved	Yes
Form	Multiple Location Endorsement	Approved	Yes
Form	Liability Limits Endorsement	Approved	Yes
Form	Uninsured and Underinsured Motorist Endorsement	Approved	Yes
Form	Multiple State Limit of Liability Endorsement	Approved	Yes
Form	Additional Insured - Grantor of Franchise	Approved	Yes
Form	Catastrophic Coverage Endorsement	Approved	Yes
Form	Conformity to Statute, Procedure or Rule Endorsement	Approved	Yes
Form	Physical Damage Limit Endorsement	Approved	Yes
Form	Definition of Auto Endorsement	Approved	Yes
Form	Additional Physical Damage Coverage Exclusions Endorsement	Approved	Yes
Form	Additional Liability Coverage Exclusions	Approved	Yes

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Endorsement

Form	Specified Physical Damage Coverage Endorsement	Approved	Yes
Form	Newly Acquired Vehicle Endorsement - Reporting	Approved	Yes
Form	Newly Acquired Vehicle Endorsement - Scheduled	Approved	Yes
Form	Aggregate Comprehensive Deductible Endorsement	Approved	Yes
Form	Description of Covered Auto Designation Symbols Endorsement	Approved	Yes
Form	Leasing or Rental Concerns - Second Level Coverage (Split Liability Limits)	Approved	Yes
Form	Additional Insured - Airport	Approved	Yes
Form	Automobile Excess Rental Liability Policy	Approved	Yes
Form	Auto Excess Rental Declarations	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Declarations Page - Tower Insurance Company of New York	CA9 98 06	11 07	Declaration New s/Schedule			CA9 98 06 11 07_TICNY.pdf
Approved	Schedule of Covered Autos You Own	CA-D-TOW11	05 06	Declaration New s/Schedule			CA-D-TOW11 0506_Schedule.pdf
Approved	Composite Rate Endorsement - Gross Reciepts	CA9 99 05	02 08	Endorseme New nt/Amendment/Conditions			CA9 99 05 02 08_Composite_Gross Recip.pdf
Approved	Composite Rate Endorsement - Reporting	CA9 99 03	02 08	Endorseme New nt/Amendment/Conditions			CA9 99 03 02 08_Composite_Reporting.pdf
Approved	Composite Rate Endorsement - Scheduled	CA9 99 04	02 08	Endorseme New nt/Amendment/Conditions			CA9 99 04 02 08_Composite_Sch.pdf
Approved	Rental/Lease Agreement Endorsement	CA9 20 08	03 08	Endorseme New nt/Amendment/Conditions			CA9 20 08 03 08_Rental_Lease Agreement.pdf
Approved	Business Auto Coverage Form Endorsement	CA9 01 01	02 08	Endorseme New nt/Amendment/Conditions			CA9 01 01 02 08_Business Cov.pdf

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Approved	Punitive, Exemplary and Extracontractual Damage Exclusion	CA9 01 1102 08	Endorsement/Amendment/Conditions	CA9 01 1102 08_Punitive Exclusion.pdf
Approved	Amendment of Limit of Liability	CA9 01 0202 08	Endorsement/Amendment/Conditions	CA9 01 0202 08_Corp Limit_CSL.pdf
Approved	Additional Insured - Generic	CA9 20 0302 08	Endorsement/Amendment/Conditions	CA9 20 0302 08_Add'l Insured End't.pdf
Approved	Primary Coverage Endorsement	CA9 01 0302 08	Endorsement/Amendment/Conditions	CA9 01 0302 08_Primary Coverage.pdf
Approved	Multiple Location Endorsement	CA9 01 0402 08	Endorsement/Amendment/Conditions	CA9 01 0402 08_Multiple Location.pdf
Approved	Liability Limits Endorsement	CA9 99 0602 08	Endorsement/Amendment/Conditions	CA9 99 0602 08_Liab Limits.pdf
Approved	Uninsured and Underinsured Motorist Endorsement	CA9 21 0102 08	Endorsement/Amendment/Conditions	CA9 21 0102 08_UM_UIM.pdf
Approved	Multiple State Limit of Liability Endorsement	CA9 99 0702 08	Endorsement/Amendment/Conditions	CA9 99 0702 08_Multi State Liab Limit.pdf
Approved	Additional Insured - Grantor of Franchise	CA9 20 0402 08	Endorsement/Amendment/Conditions	CA9 20 0402 08_Add'l Insured_Franchise.pdf

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Approved	Catastrophic Coverage Endorsement	CA9 20 0502 08	Endorsement/Amendment/Conditions	CA9 20 0502 08_Catastrophic Cov.pdf
Approved	Conformity to Statute, Procedure or Rule Endorsement	CA9 01 0502 08	Endorsement/Amendment/Conditions	CA9 01 0502 08_Conformity.pdf
Approved	Physical Damage Limit Endorsement	CA9 99 1103 08	Endorsement/Amendment/Conditions	CA9 99 1103 08_Physical Damage Limit.pdf
Approved	Definition of Auto Endorsement	CA9 01 0602 08	Endorsement/Amendment/Conditions	CA9 01 0602 08_Definition of Auto.pdf
Approved	Additional Physical Damage Coverage Exclusions Endorsement	CA9 01 0702 08	Endorsement/Amendment/Conditions	CA9 01 0702 08_Add'l Phy Dam Cov Exclusion.pdf
Approved	Additional Liability Coverage Exclusions Endorsement	CA9 01 0802 08	Endorsement/Amendment/Conditions	CA9 01 0802 08_Add'l Liab Cov Exclusion.pdf
Approved	Specified Physical Damage Coverage Endorsement	CA9 01 0902 08	Endorsement/Amendment/Conditions	CA9 01 0902 08_Specified Phys Dam.pdf
Approved	Newly Acquired Vehicle Endorsement - Reporting	CA9 99 0902 08	Endorsement/Amendment/Conditions	CA9 99 0902 08_Newly Acq_Reporting.pdf
Approved	Newly Acquired	CA9 99 1002 08	Endorsement/Amendment/Conditions	CA9 99 1002 08

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 Product Name: GMI Daily Rental Program
 Project Name/Number: TICNY-GMI-CA-AR-08-01-F/TICNY-GMI-CA-AR-08-01-F

	Vehicle		nt/Amendm	02 08_New
	Endorsement -		ent/Condi	Acq_Schedu
	Scheduled		ons	le.pdf
Approved	Aggregate	CA9 03 0102 08	Endorseme New	CA9 03 01
	Comprehensive		nt/Amendm	02
	Deductible		ent/Condi	08_Aggregat
	Endorsement		ons	e Comp
				Ded.pdf
Approved	Description of	CA9 01 1002 08	Endorseme New	CA9 01 10
	Covered Auto		nt/Amendm	02 08_Cov
	Designation		ent/Condi	Symbol.pdf
	Symbols		ons	
	Endorsement			
Approved	Leasing or Rental	CA9 20 0702 08	Endorseme New	CA9 20 07
	Concerns -		nt/Amendm	02
	Second Level		ent/Condi	08_Leasing_
	Coverage (Split		ons	Split
	Liability Ll			Limits.pdf
	imits)			
Approved	Additional	CA9 20 0602 08	Endorseme New	CA9 20 06
	Insured - Airport		nt/Amendm	02 08_Add'l
			ent/Condi	Insured
			ons	Airport.pdf
Approved	Automobile	CA9 00 0202 08	Policy/CoveNew	CA9 00 02
	Excess Rental		rage Form	02 08_SLI
	Liability Policy			covg
				form.pdf
Approved	Auto Excess	CA9 98 0902 08	Declaration New	CA9 98 09
	Rental		s/Schedule	02 08_TNIC
	Declarations			SLI Dec.pdf

TOWER INSURANCE COMPANY OF NEW YORK BUSINESS AUTO COVERAGE FORM DECLARATIONS

Policy No.:
Prior Policy Number:

Policy Period: From _____ To _____
**12:01 A.M. Standard Time at 12:01 AM standard time at your
mailing address shown below**

Name Insured:

Agent:

Mailing Address:

Agent Address:

Form of Business:

Agent Code:

Item 1.- Business Description:

Item 2. - Schedule of Coverages and Covered Autos

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Covered Autos *	Limit: The Most we will pay for Any One Accident or Loss	Premium
Liability			\$
Personal Injury Protection (P.I.P.) **		Separately stated in each P.I.P. endorsement minus \$ Deductible	\$
Additional P.I.P. (or equivalent added No-fault coverage)		Separately stated in each added P.I.P. endorsement	\$
Auto Medical Payments			\$
Uninsured Motorists (UM)			\$
Underinsured Motorists (When not included in Uninsured Motorist Coverage)			
Physical Damage			
Comprehensive Coverage		Actual cash value or cost of repair, whichever is less minus \$ Deductible (See form CA-D-TOW 11 0506) for each covered auto. ***	\$
Specified Causes of Loss Coverage		Actual cash value or cost of repair whichever is less minus \$25 Deductible for each covered auto for loss caused by mischief or vandalism.	\$
Collision Coverage		Actual cash value or cost of repair, whichever is less minus \$ Deductible (See form CA-D-TOW 11 0506) for each covered auto. ***	\$
Towing and Labor		\$ for each disablement of a covered auto	\$
		Premium for Endorsements	\$
		Estimated Total Premium	\$

*(Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which auto are covered autos.) **(or equivalent No-fault coverage) *** See Item 4. for hired or borrowed "autos."

Date Issued:

TOWER INSURANCE COMPANY OF NEW YORK BUSINESS AUTO COVERAGE FORM DECLARATIONS

Policy No.:
Prior Policy Number:

Policy Period: From _____ To _____
12:01 A.M. Standard Time at mailing address shown above

Name Insured:

Item 3. Schedule of Covered Autos You Own

See attached Schedule of Covered Autos You Own (CA-D-TOW11 0506)

Item 4.- Schedule of Hired or borrowed Covered Auto Coverage and Premiums.
Liability Coverage-Rating Basis, Cost of Hire

State	Estimated Cost of Hire for Each State	Rate Per Each \$100 Cost of Hire	Factor (If Liability Coverage is Primary)	Premium
				\$
				\$
				\$
				\$
				\$
				\$
			Total Premium	\$

Cost of Hire means the total amount you incur for the hire of “autos” you don’t own (not including “autos” you borrow or rent from your partners, employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

Physical Damage Coverage

Coverages	Limits of Insurance The Most We Will Pay Deductible	Estimated Annual Cost of Hire	Rate per each \$100 Cost of Hire	Premium
Comprehensive	Actual Cash Value, Or Cost Of Repair, Whichever is Less, Minus \$ Ded. For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning.	\$	\$	\$
Specified Causes of Loss	Actual Cash Value or Cost Of Repair, Whichever is Less, minus \$25 Ded. For Each Covered Auto for Loss Caused by Mischief Or Vandalism.	\$	\$	\$
Collision	Actual Cash Value or Cost of Repair, Whichever is less, minus \$ Ded. For each Covered Auto.	\$	\$	\$
			Total Premium	\$

Physical Damage Coverage for covered “autos” you hire or borrow is excess unless indicated below by “”.

If this box is checked, **PHYSICAL DAMAGE COVERAGE** applies on a direct primary basis and for purposes of the condition entitled **OTHER INSURANCE**, any covered “auto” you hire or borrow is deemed to be a covered “auto you own.

TOWER INSURANCE COMPANY OF NEW YORK BUSINESS AUTO COVERAGE FORM DECLARATIONS

Policy No.

Policy Period: From

To

12:01 A.M. Standard Time at mailing address shown above

Name Insured:

Item 5.- Schedule for Non-ownership Liability

Name Insured's Business	Rating Basis	Number	Premium
Other than a Social Service Agency	Number of Employees		\$
	Number of Partners		\$
Social Service Agency	Number of Employees		\$
	Number of Volunteers		\$
		Total Premium	\$

**Item 6.- Schedule for Gross Receipts or Mileage Basis-Liability Coverage
Public Auto or Leasing Rental Concerns**

Estimated Yearly <input type="checkbox"/> Gross Receipts <input type="checkbox"/> Mileage	Rates		Premiums	
	<input type="checkbox"/> Per \$100 of Gross Receipts	<input type="checkbox"/> Per Mile	Liability Coverage	Auto Medical Payments
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			Total Premiums	\$
			Minimum Premiums	\$

When used as a premium basis:

FOR PUBLIC AUTOS

Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include;

- A. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
- B. Advertising Revenue.
- C. Taxes which you collect as a separate item and remit directly to a governmental division.
- D. C.O.D. collections for cost of mail or merchandise including collection fees

Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.

FOR RENTAL OR LEASING CONCERNS

Gross Receipts means the total amount to which you are entitled for the leasing or rental of "autos" during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.

Mileage means the total of all live and dead mileage developed by all the "autos" you leased or rented to others during the policy period.

Form(s) and endorsement(s) applying to this coverage form and made a part of this policy at the time of issue:

See Schedule of Forms and Endorsements

Countersigned:

By _____
(Authorized Representative)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

**TOWER INSURANCE COMPANY OF NEW YORK
BUSINESS AUTO COVERAGE FORM DECLARATIONS**

SCHEDULE OF FORMS AND ENDORSEMENTS

**ITEM 3 - SCHEDULE OF COVERED AUTOS YOU OWN (CONTINUED)
BUSINESS AUTO COVERAGE FORM DECLARATIONS**

Policy Number:

Policy Period: From _____ To _____
12:01 AM Standard Time at your mailing address shown above
Agent No: _____

Named Insured:

Covered Auto #	Description			
	Year	Model Name; Trade Name; Body Type		Vehicle ID Number (VIN) or Serial Number
1				

Covered Auto #	Town & State Where Covered Auto Will Be Principally Garaged	Territory Code	Original Cost		Actual Cost New (N) Used (U)
			New		
1					

Covered Auto #	Radius of Operation in Miles	Business Use S= Service R= Retail C= Commercial	Size (GVW, GCW or Seating Capacity)		Age Group	Class Code
1						

**ITEM 3 - SCHEDULE OF COVERED AUTOS YOU OWN (CONTINUED)
BUSINESS AUTO COVERAGE FORM DECLARATIONS**

Policy Number:

Policy Period: From:

To:

12:01 AM Standard Time at your mailing address shown above

Named Insured:

Agent No:

Coverages - Premiums, Limits and Deductibles (Absence of a Deductible or limit entry in any column below means that the limit or deductible in the corresponding Item 2 column applies instead.)						
Covered Auto #	Liability Premium	P.I.P. Premium	Added P.I.P. Premium			
1						

Covered Auto #	Auto Medical Payments Limit	Auto Medical Payments Premium	CT Uninsured Motorist Premium	CT Underinsured Motorist Premium	CT Underinsured Motorist Conversion Premium			Total Liability Premium
1								

Covered Auto #	Other Than Collision			Collision		Towing & Labor		Other Physical Damage Coverages	Total Physical Damage Premium
	Deductible (FG = Full Glass)	Comprehensive Premium	Specified Causes of Loss Premium	Deductible (FG = Full Glass)	Premium	Limit	Premium	Premium	
1									

This endorsement, effective 12:01 a.m., _____, forms a part of

Policy No. _____ issued to

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Composite Rate Endorsement – Gross Receipts

The policy premium shown in Item Two of the Declarations is an estimated premium only. It is based upon the information you gave us when the policy began. Once a month, you will compute the actual premium due and complete the monthly reporting form sent to you by GMI. The monthly reporting form must be signed by you and returned to GMI, Box 701, Valley Forge, PA 19482, along with your check for the premium payment, no later than the tenth (10th) of the month in which you receive it.

The actual premium due will be based on the following rates:

<u>Coverage</u>	<u>Monthly Rate Per \$100 of Gross Receipts</u>	<u>Estimated No. of Vehicles</u>	<u>Estimated Annual Gross Receipts</u>	<u>Estimated Annual Premium</u>
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To determine the final premium due, we may examine your records at anytime during the period coverage and up to three years thereafter.

The annual deposit premium is \$_____, payable on the inception date of the policy. The amount of the deposit premium may be adjusted by the company during the policy period based upon your actual exposure.

Phrases with Special Meaning

In addition to the Words and Phrases with Special Meaning in the policy, the following phrases have a special meaning in this endorsement:

Gross Receipts means 100 percent of all time and mileage revenue developed from covered "autos" regardless of point of rental, excluding any charges for collision damage waiver, supplemental liability insurance or any other counter products; and excluding all state and local taxes.

All other terms and conditions of the policy remain unchanged.

This endorsement, effective 12:01 a.m., _____, forms a part of

Policy No. _____ issued to

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Composite Rate Endorsement – Reporting

The policy premium shown in Item Two of the Declarations is an estimated premium only. It is based upon the information you gave us when the policy began. Once a month, you will compute the actual premium due and complete the monthly reporting form sent to you by GMI. The monthly reporting form must be signed by you and returned to GMI, Box 701, Valley Forge, PA 19482, along with your check for the premium payment, no later than the tenth (10th) of the month in which you receive it.

The actual premium due will be based on the following rates:

<u>Coverage</u>	<u>Monthly Rate Per Vehicle</u>	<u>Estimated No. of Vehicles</u>	<u>Estimated Annual Premium</u>
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To determine the final premium due, we may examine your records at anytime during the period coverage and up to three years thereafter.

The annual deposit premium is \$_____, payable on the inception date of the policy. The amount of the deposit premium may be adjusted by the company during the policy period based upon your actual exposure.

All other terms and conditions of the policy remain unchanged.

This endorsement, effective 12:01 a.m., _____, forms a part of

Policy No. _____ issued to

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Composite Rate Endorsement – Scheduled

The policy premium shown in Item Two of the Declarations is an estimated premium only. It is based upon the schedule of vehicles you gave us when the policy began. Once a month, we will compute the actual premium due and send you an invoice showing all vehicles insured under this policy. IT IS YOUR RESPONSIBILITY TO REVIEW THIS SCHEDULE FOR ACCURACY AND TO NOTIFY GMI OF ANY CHANGES TO THE FLEET AS THEY OCCUR. The invoice must be signed by you and returned to GMI, Box 701, Valley Forge, PA 19482, along with your check for the premium payment, no later than the tenth (10th) of the month in which you receive it.

The actual premium due will be based on the following rates:

<u>Coverage</u>	<u>Monthly Rate Per Vehicle</u>	<u>Estimated No. of Vehicles</u>	<u>Estimated Annual Premium</u>
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To determine the final premium due, we may examine your records at anytime during the period coverage and up to three years thereafter.

The annual deposit premium is \$_____, payable on the inception date of the policy. The amount of the deposit premium may be adjusted by the company during the policy period based upon your actual exposure.

All other terms and conditions of the policy remain unchanged.

This endorsement, effective 12:01 a.m., _____, forms a part of

Policy No. _____ issued to

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Rental/Lease Agreement Endorsement

The insurance provided for any lessee or rentee under this policy is subject to the terms of the lease or rental agreement, including any limit of liability or conditions, restrictions and limitations contained therein. However, we will not pay more than the limit of liability shown on the declarations page.

All other terms and conditions of this policy remain unchanged.

This endorsement, effective 12:01 a.m., _____, forms a part of

Policy No. _____ issued to

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Business Auto Coverage Form Endorsement

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED. The following replaces the entire provisions of SECTION II - LIABILITY COVERAGE, A. COVERAGE, 1. WHO IS AN INSURED.

The following are insureds.

- a. You are an insured for any covered auto.
- b. If the Named Insured is designated in the declarations as a partnership or joint venture any partner or member thereof, but only with respect to his liability as such;
- c. If the Named Insured is designated in the declarations as a corporation, the corporation and an executive officer or director thereof while acting within the scope of his duties as such;
- d. If the Named Insured is designated in the declarations as an association, any member while operating within the scope of his duties as such;
- e. An employee but only while acting within the scope of his duties as such;
- f. The rentee subject to all conditions set forth in this endorsement and any other person authorized by the rental agreement held by the rentee.

- B. EXCLUSIONS. Liability coverage is changed by adding the following exclusions.

This insurance does not apply to:

The owner or rentee of a Rent-It-Here/Leave-It-There Auto not owned by you.

A rentee under the age of 21 unless endorsed hereon. This exclusion shall not apply in any state where such exclusion is prohibited by statute or by the State Insurance Department.

A rental vehicle used for hire.

- C. LIMIT OF INSURANCE.

Our limit of Insurance. The following replaces c. "Limit of Insurance: in the policy provisions.

Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting in any one accident is the Liability Insurance Limit shown in the declarations.

The limit of our liability for the insurance provided by this endorsement for the rentee, is the minimum limit required by any applicable compulsory or financial responsibility law, unless endorsed hereon. The Insurance provided by this endorsement is excess over any other collectible insurance whether primary, excess or contingent. If the rentee has other available insurance (whether primary, excess or contingent), the applicable compulsory or financial responsibility law limits exceed the limits of his other insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE

- A. **COVERAGE:** Item 2. Towing and Item 4. Coverage Extension, are hereby deleted in their entirety and not replaced.
- B. **EXCLUSIONS:** Physical Damage Coverage is changed by adding the following exclusion.
We will not pay for loss caused under:
The comprehensive and specified causes of loss for a loss due to theft, conversion, embezzlement or secretion by any person in possession of a covered auto either under a rental agreement, conditional sale, purchase agreement, mortgage or encumbrance or as a rentee of such covered auto; or resulting from the insured voluntarily parting with possession of any covered auto, if induced to do so by any fraudulent scheme, trick, device, false pretense or from larceny, robbery or pilferage committed by any person including any employee, entrusted by you with either custody or possession of a covered auto.

SECTION IV - BUSINESS AUTO CONDITIONS

The following replaces B. "General Conditions" 5. "Other Insurance: a. and b. in the policy conditions.
For any covered auto, the insurance provided by this policy is excess over any other collectible insurance whether primary, excess or contingent.

The following provision is added as **GENERAL CONDITION - OTHER INSURANCE.**
The insurance provided by this policy for the rentee is subject to the terms, conditions, restrictions and limitations contained in the rental agreement, provided that our limit of insurance under the "Liability Coverage" cannot be and is not enlarged or expanded beyond the limit shown on the declarations page attached to this policy.

SECTION V – DEFINITIONS

The following additional definitions apply:

"Rentee" means a holder of a rental agreement with you which provides for the holder's use of an automobile for a period of less than one year.

"Rental Agreement" means the (auto) rental contract between you and the rentee. This agreement states the limit of liability you are providing the rentee. This agreement states that such limit of liability provided for the rentee is excess insurance over any other liability insurance coverage available to the rentee.

"Rental Auto" means an auto you have in your possession for the express purpose of renting to a rentee under a rental agreement of less than one year.

"Rent-It-Here/Leave-it-There Auto" means an auto a rentee rents from someone other than you and leaves it with you.

"Escrow Deposit" is a deposit to be held in escrow and returned to you upon receipt of the final adjustment report for that policy period.

All other terms and conditions of this policy remain unchanged.

This endorsement, effective 12:01 a.m., _____, forms a part of
Policy No. _____ issued to _____
by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Punitive, Exemplary and Extracontractual Damage Exclusion

Business Auto Coverage Part

This policy is changed by adding the following exclusion:

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.

All other terms and conditions of the policy remain unchanged.

This endorsement, effective 12:01 a.m., _____, forms a part of
Policy No. _____ issued to _____
by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Amendment of Limit of Liability

It is agreed and understood that the limits of liability of the policy for bodily injury and property damage liability will increase to those amounts that _____ has agreed in writing, prior to any loss, to provide solely to the benefit of _____ commercial accounts. Notwithstanding the above, the increased limits shall not exceed _____ CSL.

All other terms and conditions of the policy remain unchanged.

This endorsement, effective 12:01 a.m., _____, forms a part of
Policy No. _____ issued to _____
by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Additional Insured Endorsement

It is agreed and understood that the following entity is added to the policy as an additional insured as their interest may appear.

In addition, we will notify the above additional insured the same advance notification of cancellation or any material change in the policy as we are required to provide the insured.

All other terms and conditions of the policy remain unchanged.

This endorsement, effective 12:01 a.m., _____, forms a part of
Policy No. _____ issued to _____
by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Primary Coverage Endorsement

It is agreed and understood that the coverage of this policy will be extended to include primary insurance to the Rentee and/or Authorized Drivers as an insured.

All other terms and conditions of the policy remain unchanged.

This endorsement, effective 12:01 a.m., _____, forms a part of
Policy No. _____ issued to _____
by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Multiple Location Endorsement

In addition to the address shown in Item One of the Declaration, the following location or locations are added to the policy.

All other terms and conditions of the policy remain unchanged.

This endorsement, effective 12:01 a.m., _____, forms a part of
Policy No. _____ issued to _____
by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Liability Limits Endorsement

It is agreed and understood that for rentees possessing valid _____ credentials or _____ charge card credentials at the time of rental, the limit of our liability for the Rentee shall be:

Bodily Injury Liability	Each Person Each Accident
Property Damage Liability	Each Accident

It is also agreed that if there are any violations of the rental contract, the maximum limits specified above are, to the extent permitted by law, reduced back to the minimum financial responsibility limits of the applicable state.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned policy, other than as above stated.

All other terms and conditions of the policy remain unchanged.

This endorsement, effective 12:01 a.m., _____, forms a part of
Policy No. _____ issued to _____
by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Uninsured and Underinsured Motorist Endorsement

It is agreed and understood that coverage under uninsured/underinsured motorist applies as follows:

State	Bodily Injury Each Person	Each Accident	Property Damage Each Accident
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All other terms and conditions of the policy remain unchanged.

This endorsement, effective 12:01 a.m., _____, forms a part of
Policy No. _____ issued to _____
by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Multiple State Limit of Liability Endorsement

It is agreed and understood that the Limit of Liability Insurance shown in Item Two of the Declarations will read as follows:

Vehicles Garaged
in the State of _____

Bodily Injury
Each Person Each Accident

Property Damage
Each Accident

It is further agreed and understood that Limit of Liability provided under the policy shall be equal to the minimum limit requirements of the state in which the vehicle is principally garaged.

All other terms and conditions of the policy remain unchanged.

This endorsement, effective 12:01 a.m., _____, forms a part of

Policy No. _____ issued to

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Additional Insured – Grantor of Franchise

With respect to coverage provided by this endorsement, the provisions of the Business Auto Policy apply unless modified by the endorsement.

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

SCHEDULE

Name of Person or Organization(s):

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

Part IV – LIABILITY INSURANCE, Section D, WHO IS INSURED, is amended to include as an “insured” the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as a grantor of franchise to the named “insured”.

All other terms and conditions of the policy remain unchanged.

This endorsement, effective 12:01 a.m., _____, forms a part of

Policy No. _____ issued to

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Catastrophic Coverage Endorsement

The Business Auto Coverage Form is amended to read:

SECTION III – PHYSICAL DAMAGE COVERAGE

The following replaces in its entirety SECTION III – PHYSICAL DAMAGE COVERAGE, A. COVERAGE, 1.

A. Coverage

We will pay for “loss” to a covered “auto” or its equipment from a catastrophic occurrence except:

1. The covered “auto’s” collision with another object; or
2. The covered “auto’s” overturn.

The following replaces in its entirety SECTION III – PHYSICAL DAMAGE COVERAGE, C. LIMIT OF INSURANCE, 1.

C. Limit Of Insurance

1. The most we will pay for “loss” in any one occurrence for each covered “auto” is the least of:
 - a. The wholesale actual cash value of the damaged or stolen property as of the time of the “loss”; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$_____.

The following replaces in its entirety SECTION III – PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE. and ITEM TWO, SCHEDULE OF COVERAGES AND COVERED AUTOS UNDER COMPREHENSIVE COVERAGE.

For each covered “auto”, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Regardless of the number of covered “autos” damaged or stolen, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by \$_____ per occurrence for all “loss,” including “loss” caused by fire and lightning.

All other terms and conditions remain the same.

This endorsement, effective 12:01 a.m., _____, forms a part of
Policy No. _____ issued to _____
by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Conformity to Statute, Procedure or Rule Endorsement

Business Auto Coverage Part

It is agreed and understood that any provision of this Coverage Part (including endorsements which modify the Coverage Part) that is in conflict with a State Statute, Procedure or Rule is hereby amended to conform to that Statute, Procedure or Rule.

All other terms and conditions of the policy remain unchanged.

This endorsement, effective 12:01 a.m., _____, forms a part of
Policy No. _____ issued to _____
by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Physical Damage Limit Endorsement

The Business Auto Coverage Form is amended to read:

SECTION III – PHYSICAL DAMAGE COVERAGE

The following replaces in its entirety, SECTION III - PHYSICAL DAMAGE COVERAGE, C. LIMIT OF INSURANCE, 1.

1. The most we will pay for "loss" in any one occurrence for each covered "auto" is least of:
 - a. The wholesale actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$ _____

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, C. LIMIT OF INSURANCE.

Subject to the limitations in Item C. 1., 2. and 3. above, the most we will pay for "loss" in any one occurrence involving more than one covered auto is \$ _____.

All other terms and conditions remain the same.

This endorsement, effective 12:01 a.m., _____, forms a part of

Policy No. _____ issued to

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Definition of Auto Endorsement

The Business Auto Coverage Form is amended to read:

SECTION V - DEFINITIONS

The following replaces in its entirety, Section V – Definitions, B.

“Auto,” “autos,” “auto’s,” and “autos” means any land motor vehicle or “trailer,” designed for travel on public roads and held by you for rental to others on a short-term basis (less than 12 months), or used in connection with your business of renting vehicles to others, but does not include “mobile equipment”. “Auto” does not include: motorcycles, motorized scooters, motorized bicycles, powercycles, snowmobiles, all terrain vehicles, dune buggies, vehicles designed to transport gas or liquid cargo, nor vehicles designed to transport more than fifteen (15) passengers, nor vehicles designed with more than one rear axle, nor vehicles of the truck or tractor type designed to haul a “trailer” or other vehicle.

All other terms and conditions remain the same.

This endorsement, effective 12:01 a.m., _____, forms a part of

Policy No. _____ issued to

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Additional Physical Damage Coverage Exclusions Endorsement

The Business Auto Coverage Form is amended to read:

SECTION III – PHYSICAL DAMAGE COVERAGE

The following additional exclusions are added to SECTION III – PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS.

We will not pay for “loss” caused by or resulting from any of the following. Such “loss” is excluded regardless of any other cause or event that contributes concurrently or in sequence to the “loss”.

7. “Auto” Transportation Of Hazardous Cargo

“Property damage” while a covered “auto” is being used to transport:

- a. Explosives
- b. Gasoline, liquefied petroleum gas, or any other volatile petroleum product.
- c. Anhydrous ammonia
- d. Any other chemically hazardous material
- e. Contraband

8. “Auto” Excluded Use Of

“Property damage” while a covered “auto” is being used:

- a. As a taxicab or for public livery
- b. As a bus outside the scope of the normal rental business operation
- c. As an emergency ambulance or fire department or law enforcement agency vehicle
- d. As a public freight carrier
- e. For automobile schools or for driver training programs
- f. In any race or exhibition
- g. In any deliberate, illicit trade or transportation, or deliberate crime or deliberate illegal act of any kind

All other terms and conditions remain the same.

This endorsement, effective 12:01 a.m., _____, forms a part of

Policy No. _____ issued to

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Additional Liability Coverage Exclusions Endorsement

The Business Auto Coverage Form is amended to read:

SECTION II – LIABILITY COVERAGE

The following additional exclusions are added to SECTION II – LIABILITY COVERAGE, B. EXCLUSIONS.

B. EXCLUSIONS

This insurance does not apply to any of the following:

17. "Auto" Transportation Of Hazardous Cargo

"Bodily injury" or "property damage" while a covered "auto" is being used to transport:

- a. Explosives
- b. Gasoline, liquefied petroleum gas, or any other volatile petroleum product.
- c. Anhydrous ammonia
- d. Any other chemically hazardous material
- e. Contraband

18. "Auto" Excluded Use Of

"Bodily injury" or "property damage" while a covered "auto" is being used:

- a. As a taxicab or for public livery
- b. As a bus outside the scope of the normal rental business operation
- c. As an emergency ambulance or fire department or law enforcement agency vehicle
- d. As a public freight carrier
- e. For automobile schools or for driver training programs
- f. In any deliberate, illicit trade or transportation, or deliberate crime or deliberate illegal act of any kind

19. Liability To An Insured Or To A Rentee Or To Resident Relatives

"Bodily injury" or "property damage" to any person insured under this policy, or to any rentee. Furthermore, this insurance does not apply to "bodily injury" or "property damage" to any resident relative of any person insured under this policy.

All other terms and conditions remain the same.

This endorsement, effective 12:01 a.m., _____, forms a part of

Policy No. _____ issued to

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Specified Physical Damage Coverage Endorsement

Business Auto Coverage Part

It is agreed and understood that the Comprehensive and Collision coverage applies only to those "autos" that are identified as "autos" with physical damage as per the schedule on file with the Company, and for which a premium charge is made.

All other terms and conditions of policy remain unchanged.

This endorsement, effective 12:01 a.m., _____, forms a part of

Policy No. _____ issued to

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Newly Acquired Vehicle Endorsement – Reporting

The Business Auto Coverage Form is amended to read:

SECTION I – COVERED AUTOS

The following replaces in its entirety SECTION I – COVERED AUTOS, B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS, 2.

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 the Named Insured renders to us within ten (10) days following the end of each calendar month, a detailed statement exhibiting:
 - (a) number of rental “autos” at the end of the previous month; and
 - (b) rental “autos” added or deleted during the month, by date identifying each “auto” by motor or serial number, and
 - (c) total number of “autos” at the end of the month.

All other terms and conditions remain the same.

This endorsement, effective 12:01 a.m., _____, forms a part of

Policy No. _____ issued to

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Newly Acquired Vehicle Endorsement – Scheduled

The Business Auto Coverage Form is amended to read:

SECTION I – COVERED AUTOS

The following replaces in its entirety SECTION I – COVERED AUTOS, B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS, 2.

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 you report it to us within 7 days after you acquire it that you want us to cover it for that coverage. It is only considered reported to us if you have sent to us in writing, the year, make, model and full vehicle identification number.

All other terms and conditions remain the same.

This endorsement, effective 12:01 a.m., _____, forms a part of

Policy No. _____ issued to

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Aggregate Comprehensive Deductible Endorsement

The Business Auto Coverage Form is amended to read:

SECTION III – PHYSICAL DAMAGE COVERAGE

The following replaces in its entirety SECTION III – PHYSICAL DAMAGE COVERAGE, C. LIMIT OF INSURANCE, 1.

C. Limit Of Insurance

1. The most we will pay for “loss” in any one occurrence for each covered “auto” is the least of:
 - a. The wholesale actual cash value of the damaged or stolen property as of the time of the “loss”; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$_____.
2. Subject to the limitations in Item C.1. above, the most we will pay for “loss” in any one occurrence involving more than one covered auto is \$_____.

The following replaces in its entirety SECTION III – PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE. and ITEM TWO, SCHEDULE OF COVERAGES AND COVERED AUTOS UNDER COMPREHENSIVE COVERAGE.

1. Regardless of the number of covered “autos” damaged other than by theft, our obligation to pay for, repair, return or replace damaged property will be reduced by \$_____ per “auto” for all “loss” including “loss” caused by fire and lightning.
2. For “loss” caused by theft, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by \$_____ for each covered “auto”.
3. Subject to Items 1. and 2. above, the most that our obligation will be reduced by in the event of damage or theft to more than one covered “auto” is \$_____.

All other terms and conditions remain the same.

This endorsement, effective 12:01 a.m., _____, forms a part of

Policy No. _____ issued to

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Description of Covered Auto Designation Symbols Endorsement

The Business Auto Coverage Form is amended to read:

SECTION I – COVERED AUTOS

The following replaces in its entirety SECTION I – COVERED AUTOS, A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS, SYMBOLS 5, 6 AND 7.

Symbol 5 – “Autos” Subject To No-Fault – Only those “autos” that are required to have No-Fault benefits in the state where they are licensed or principally garaged and used in connection with your business of the short term rental of “autos” (rentals of less than twelve months)

Symbol 6 – “Autos” Subject To A Compulsory Uninsured Motorists Law – Only those “autos” 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, and used in connection with your business of the short term rental of “autos” (rentals of less than twelve months)

Symbol 7 – Specifically Described “Autos” – Only those “autos” described in Item Three of the Declarations for which a premium charge is indicated and are being held by you for rental to others on a short term basis (rental of less than twelve months), or used in connection with your business of the short term rental of “autos” (rentals of less than twelve months); and for Liability Coverage, any “trailers” you don’t own while attached to any “auto” described in Item Three.

The following symbol is added to SECTION I – COVERED AUTOS, A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS.

Symbol 10 – “Autos” held by you for rental on a short term basis (less than 12 months): or “autos” used in connection with your business of the short term rental of “autos” or “autos” used for other than rental purposes by you or any of your “employees” with your permission.

All other terms and conditions remain the same.

2. Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" and "covered pollution cost or expense" combined caused by any one "accident" is the limit of "Bodily Injury" Liability shown in the Schedule for each "accident". However, we will only pay for the "covered pollution cost or expense" if there is "bodily injury" to which this insurance applies that is caused by the same "accident".
3. The most we will pay for all damages resulting from "property damage" and "covered pollution cost or expense" combined caused by any one "accident" is the limit of "Property Damage" Liability shown in the Schedule for each "accident". However, we will only pay for the "covered pollution cost or expense" if there is "property damage" to which this insurance applies that is caused by the same "accident".

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".

B. Limits of Insurance

The limit of insurance shown in the Schedule replaces the limit of insurance shown elsewhere in the policy or in any lease or rental agreement that requires a lessee or rentee to provide primary insurance for you, subject to the following provisions:

1. For the difference between the limit of insurance shown in the Schedule and the limit of insurance shown in any lease or rental agreement that requires a lessee or rentee to provide primary insurance for you, Who Is An Insured applies except that none of the following is an "insured":
 - a. The lessee or rentee;
 - b. Any "employee" or agent of the lessee or rentee; and
 - c. Any person operating an "auto" with the permission of any of the above.
2. For the difference between the limit of insurance shown in the Schedule and the limit of insurance shown elsewhere in the policy, Who Is An Insured applies except that none of the following is an "insured":
 - a. Any lessee or rentee not described in Paragraph 1. above;
 - b. Any "employee" or agent of the lessee or rentee; and
 - c. Any person operating an "auto" with the permission of any of the above.

This endorsement, effective 12:01 a.m., _____, forms a part of

Policy No. _____ issued to

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

SCHEDULE

Additional Insured

Location

In consideration of no change in premium, Who Is An Insured (Section II) is amended to include as an "insured" the person(s) or organization(s) shown in the Schedule above as Additional Insured(s), but solely to the extent of the liability of the Additional Insured(s) directly caused by the Named Insured's auto rental operations at the location(s) of the Additional Insured(s) shown in the Schedule.

It is further agreed that in no event shall any contract or agreement alter the terms, conditions, limitations, definitions or exclusions set forth in this Policy, and that the Liability Limit Of Insurance applicable to all Additional Insured(s) listed above shall be the Liability Limits set forth on the first line under Coverages stated on the Policy Declarations Page.

All other terms and conditions remain the same.

AUTOMOBILE EXCESS RENTAL LIABILITY POLICY

THIS POLICY INCLUDES DEFENSE COSTS WITHIN THE LIMITS OF INSURANCE.

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 Policyholder(s) 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 III – DEFINITIONS.

SECTION I – AUTOMOBILE EXCESS RENTAL LIABILITY COVERAGE

A. Coverage

1. We will pay on behalf of the “insured” the “ultimate net loss” in excess of the limit of liability or limit of insurance of all “underlying insurance” available to the “insured” because of “bodily injury” or “property damage” to which this insurance applies provided that:
 - a. The “bodily injury” or “property damage” results from an “accident” involving a “rental vehicle” within the “coverage territory”;
 - b. The “accident” occurs during the “coverage period”; and
 - c. The “renter” has purchased optional “excess rental liability insurance” at the time such “renter” signs the “rental agreement”.
2.
 - a. We have the right but not the duty to defend any “insured” against a “suit” seeking damages to which this insurance applies.
 - b. We have the duty to defend any “suit” against any “insured” to which this insurance applies when obligations to defend such “suit” by any insurer providing “underlying insurance” end because the applicable limit of liability or limit of insurance had been exhausted by payments of judgments

or settlements or defense costs under SECTION II, Paragraph A.3. DEFENSE OF CLAIMS OR SUITS.

- c. We may investigate and settle any claim or “suit” we consider appropriate.
- d. Our duty to defend ends when our Limit of Insurance provided by Section I, Paragraph C. has been exhausted by payment of judgments or settlements or defense costs under SECTION II, Paragraph A.3. DEFENSE OF CLAIMS OR SUITS.

B. Who Is An Insured

Provided the “renter” has purchased optional “excess rental liability insurance” at the time such “renter” signs the “rental agreement”, and this purchase is reported to the Company prior to the “accident”, each of the following is an “insured”.

1. The “renter”; and
2. Any “authorized driver”.

Failure to decline “excess rental liability insurance” by the “renter” does not imply acceptance or binding of this coverage.

C. Limit Of Insurance

Regardless of the number of “insureds”, “rental vehicles”, coverages provided, premiums paid, claims made or vehicles involved in the “accident”, for each “rental agreement” the most we will pay for the “ultimate net loss” and defense costs under SECTION II, Paragraph A.3. DEFENSE OF CLAIMS OR SUITS, combined, resulting from any one “accident”, is the difference between the dollar amount shown in ITEM 3. of the Declarations and the limit of liability or limit of insurance of “underlying insurance” as defined in ITEM 4 of the Declarations.

D. Exclusions

This insurance does not apply to any of the following:

1. "Bodily injury" or "property damage" arising out of the use, or permitting use, of a "rental vehicle":
 - a. By any driver other than the "renter" or "authorized driver";
 - b. By any driver while under the influence of drugs or alcohol;
 - c. For any illegal purpose;
 - d. To carry persons or property for hire;
 - e. To tow or propel any other "auto";
 - f. In any race, contest, or training activity; or
 - g. Off-road or on unpaved roads that are not regularly maintained for public use.
2. Liability arising out of, or benefits payable under, any:
 - a. Uninsured or underinsured motorist law;
 - b. Personal injury protection, other first party benefit law, no-fault law, or any similar law;
 - c. Medical payments provision of any policy.
3. Liability arising out of the ownership, operation or use of any "auto" which is not the covered "rental vehicle".
4. "Bodily injury" to the "insured" or any "family member", or any person who resides in the "renter's" same household.
5. "Bodily injury" to any passenger of the "rental vehicle" at the time of the "accident."
6. "Property damage" to the "rental vehicle".
7. "Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".
8. "Bodily injury" sustained in violation of any state-mandated seatbelt law.

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

8. "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 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.

9. "Bodily injury" to any fellow employee of the "insured" arising out of and in the course of such fellow employee's employment.
10. "Property damage" to property owned or transported by the "insured" or property in the "insured's" care, custody or control.
11. "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 "rental vehicle";
 - (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 "rental vehicle";

- 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 “rental vehicle”; or
- c. After the “pollutants” or any property in which the “pollutants” are contained are moved from the covered “rental vehicle” 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 “rental vehicle” or its parts, if:

- (1) The “pollutants” escape, seep, migrate or are discharged, dispersed or released directly from a “rental vehicle” part designed by its manufacture to hold, store, receive or dispose of such “pollutants”; and

Paragraphs b. and c. above of this exclusion do not apply to “accidents” that occur away from premises owned by or rented to any “insured” with respect to “pollutants” not in or upon a covered “rental vehicle” 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 “rental vehicle”; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the “pollutants” is caused directly by such upset, overturn or damage.

12. Any loss, cost or expense arising out of any governmental direction or request that the “insured” test for, monitor, clean up, remove, contain, treat, detoxify or neutralize “pollutants”.

13. Punitive or exemplary damages.

SECTION II – EXCESS LIABILITY CONDITIONS

A. Loss Conditions

1. Duties In The Event Of An Accident, Claim Or Suit

- a. In the event of “accident”, claim, or “suit” that is likely to involve this policy, you or any involved “insured” must give us or our authorized representative prompt notice of the “accident”. Include:
 - (1) How, when and where the “accident” occurred;
 - (2) The “insured’s” name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Notice to the Policyholder(s) by any “insured” constitutes notice to us.

- b. Additionally, you or any involved “insured” must:
 - (1) Not assume any obligation, make any payment or incur any expense without our consent, except at the “insured’s” own cost.
 - (2) Immediately send us copies of any demand, notice, summons or legal paper received concerning the claim or “suit”.
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or “suit”.
 - (4) Submit to an examination under oath and subscribe to same.

2. Legal Action Against Us

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

- a. There has been full compliance with all the terms of this policy; 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. Defense Of Claims Or Suits

- a. If we are required to or elect to provide a defense, we may do so by counsel of our choice.
- b. If we provide a defense we will pay, with respect to any claim or "suit":
 - (1) All expenses we incur.
 - (2) Up to \$250 for cost of bail bonds required because of "accidents" or 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 liability.
 - (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" we defend.
 - (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend, but 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.

These costs will apply toward the limit of insurance.

4. Appeals

If an "insured" or "underlying insurer" elects not to appeal judgments in excess of the limit of liability or limit of insurance of "underlying insurance", we may elect to appeal such judgments at our own expense but in no event shall our liability for the "ultimate net loss" exceed our limit of insurance, plus expenses incurred in such an appeal.

5. Subrogation

- a. If any person or organization to or for whom we make payment under this policy 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 an "accident" to impair them.
- b. Any recoveries shall be apportioned in the following order:
 - (1) To any interest, including an "insured", that may have paid any amount in excess of their applicable limit of liability of or limit of insurance of "underlying insurance";
 - (2) To us for amounts paid under this policy; and
 - (3) To all other interests, including an "insured" within our limit of liability or with respect to any balance remaining.
- c. When we have participated in the exercise of the "insured's" or the "underlying insurer's" rights of recovery, reasonable costs and expenses necessary to the recovery shall be apportioned among all parties in the proportion of their respective interests.

B. General Conditions

1. Premiums

The premium for this policy shall be computed on the basis stated in the Declarations. The premium shall be remitted to us on the basis stated in ITEM 3 of the Declarations by the "Named Insured" for each day of exposure during that period, along with summarizing reports as requested by us. The premium will be considered fully earned upon receipt and not subject to refund upon policy cancellation. This premium shall be subject to audit by our representatives. The "Named Insured" shall maintain, and permit our access to, such records as are necessary to substantiate the premium for a period of not less than three years. The "Named Insured" shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

2. Attachment Of Liability

Liability under this policy shall not attach until the limit of liability or limit of insurance of all applicable "underlying insurance" has been exhausted by payment of judgments or settlements and the "insured" has become legally obligated to pay the "ultimate net loss" in excess of the limit of liability or limit of insurance of such "underlying insurance".

3. Coverage Territory

Under this policy, we cover "accidents" occurring 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 "accidents" involving a "rental vehicle" while being transported between any of these places.

4. Bankruptcy

Bankruptcy, insolvency or receivership of the "insured", or of the "insured's" estate or any "underlying insurer" will not relieve us of our liability under this policy. In the event of bankruptcy, insolvency, or receivership of an "underlying insurer", this policy shall not apply as a replacement of such bankrupt or insolvent insurer but our limits of insurance will apply only in excess of the required limit of liability limit of insurance stated in Item 3. of the Declarations, LIABILITY COVERAGE LIMIT OF INSURANCE.

5. Liberalization

If we revise this policy to provide more coverage without additional premium charge, this policy will automatically provide

the additional coverage as of the day the revision is effective.

6. Transfer Of Rights And Duties Under This Policy

The rights and duties of the "Named Insured" under this policy may not be transferred without our written consent. The rights and duties of the "insured" under this policy may not be transferred without our written consent except in case of death of and "insured". If an "insured" dies, their rights and duties will be transferred to their legal representative but only while acting within the scope of duties as their legal representative.

7. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first named Policyholder shown in the Declarations is authorized to make changes in the terms of this policy with our consent. The policy terms can be amended or waived only by endorsement issued by us and made a part of this policy. No agent has authority to change this policy or waive any of its provisions. We shall not be bound by an assignment of interest by an "insured" unless our consent to such assignment is endorsed onto this policy. Wherever there is conflict between the "rental agreement", "rental agreement" addendums, brochures, or any other document provided to the "renter", this policy shall apply.

8. Concealment, Misrepresentation Or Fraud

The coverage provided under this policy for the "insured" is void in any case of fraud by the "insured" relating to it. It is also void if the "insured" at any time, intentionally conceals or misrepresents a material fact concerning procurement of coverage under this policy or concerning a claim under this policy. This includes if the "rental vehicle" was obtained through a "rental agreement" based on fraudulent information or misrepresentation.

9. Maintenance Of Underlying Insurance

"Underlying insurance" shall be maintained in full effect by you during the term of the policy. This requirement is a condition precedent to coverage. In the event of cancellation or termination of "underlying

insurance" this policy will cease to apply at the same time without any further notice from us.

10. Other Insurance

Except for such other insurance that is purchased specifically to be excess of our limits of insurance, the insurance provided by this policy is excess over any other collectible insurance and its deductible or self-insured retention provisions available to the "insured". The presence of a deductible or self-insured retention in such other insurance will not amend any deductible provision of this Policy.

11. Examination Of Your Books And Records

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

12. Inspection And Surveys

We have the right but are not obligated to:

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

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

SECTION III – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Authorized driver" means each of the following:
 1. An individual driver whose name is listed on the original "rental agreement";
 2. An individual driver designated by description, if any, in the "rental agreement".
- C. "Auto," "autos," "auto's," and "autos" means any land motor vehicle or "trailer," designed for travel on public roads and held by you for rental to others on a short-term basis (less than 12 months), or used in connection with your business of renting vehicles to others, but does not include "mobile equipment." "Auto" does not include: motorcycles, motorized scooters, motorized bicycles, powercycles, snowmobiles, all terrain vehicles, dune buggies, vehicles designed to transport gas or liquid cargo, nor vehicles designed to transport more than fifteen (15) passengers, nor vehicles designed with more than one rear axle, nor vehicles of the truck or tractor type designed to haul a "trailer" or other vehicle.
- D. "Bodily injury" means "bodily injury", sickness or disease sustained by a person including death resulting from any of these.
- E. "Excess rental liability insurance" means optional excess rental liability coverage elected by a "renter" and for which premium is paid.
- F. "Family member" means a person who is a resident of the "insured's" household and related to the "insured" by blood, marriage or adoption. This definition includes a ward or foster child who is a resident of the "insured's" household, and also includes the "insured's" spouse even when not a resident of the "insured's" household.
- G. "Insured" means any person qualifying as an "insured" in the WHO IS AN INSURED provision (Section I, Paragraph B.). Except with respect to our limit of insurance, the coverage afforded applies separately to each "insured" who is seeking coverage or against who a claim or suit is brought.

- H. "Named Insured" means the person listed in ITEM 1 of the Declarations, who has agreed to the terms and conditions of this policy.
- I. "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.
- J. "Property damage" means physical injury to or destruction of tangible property, including any resulting loss of use of that property.
- K. "Rental agreement" means the rental contract, pre-approved by us, under which an "auto" is rented by you to the "renter", with a rental period not to exceed thirty calendar days.
- L. "Rental vehicle" means the "auto" described in the "rental agreement".
- M. "Renter" means the person obtaining the use of the "rental vehicle" under the terms of a "rental agreement".
- N. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged.

"Suit" includes:

1. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or
 2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.
- O. "Ultimate net loss" means all sums for which an "insured" becomes legally obligated to pay as damages for "bodily injury" and "property damage" combined. "Ultimate net loss" will be reduced by deduction for all salvage or recoveries which have been or will be paid.
 - P. "Underlying insurance" means insurance listed in ITEM 4., Schedule of Underlying Insurance of the Declarations.
 - Q. "Underlying insurer" means the insurance company providing "underlying insurance".

Policy No.:

Renewal No.:

TOWER NATIONAL INSURANCE COMPANY AUTOMOBILE EXCESS RENTAL LIABILITY POLICY DECLARATIONS

ITEM 1.

Named Insured and Mailing Address

Agent Name and Address

ITEM 2.

Policy Period

From:

To:

12:01 A.M., Standard Time at Policyholder's mailing address in ITEM 1.

ITEM 3.

In return for the payment of the premium, and subject to all the terms of this policy, we agree with the Named Insured to provide the insurance as stated in this policy.

The premium below may be subject to adjustment.

LIABILITY COVERAGE LIMIT OF INSURANCE: The difference between \$1,000,000 Combined Single Limit for each "accident" and the limit of liability or limit of insurance of "underlying insurance".

UNINSURED MOTORIST COVERAGE LIMIT OF INSURANCE: \$ Statutory Minimum Limits

PREMIUM: \$ _____ per "rental vehicle" per rental day to be remitted:
 Annually Semi-Annually Quarterly Monthly

TERRORISM PREMIUM (Certified Acts): \$ _____

PREMIUM DEPOSIT: \$ _____

POLICY FEE: \$ _____

MINIMUM MONTHLY PREMIUM: \$ _____

TOTAL ESTIMATED ANNUAL PREMIUM: \$ _____

ITEM 4.

Schedule of Underlying Insurance

Limits required under any State Financial Responsibility Limits or Mandatory Insurance Law or other available insurance, which ever is higher.

ITEM 5.

Forms and Endorsements

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

THIS DECLARATIONS PAGE AND ANY SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COVERAGE FORM(S) AND ENDORSEMENT(S), IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

SERFF Tracking Number: *PERR-125628091* *State:* *Arkansas*
Filing Company: *Tower Insurance Company of New York* *State Tracking Number:* *#102634 \$50*
Company Tracking Number: *TICNY-GMI-CA-AR-08-01-F*
TOI: *20.0 Commercial Auto* *Sub-TOI:* *20.0003 Other*
Product Name: *GMI Daily Rental Program*
Project Name/Number: *TICNY-GMI-CA-AR-08-01-F/TICNY-GMI-CA-AR-08-01-F*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125628091 State: Arkansas
Filing Company: Tower Insurance Company of New York State Tracking Number: #102634 \$50
Company Tracking Number: TICNY-GMI-CA-AR-08-01-F
TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other
Product Name: GMI Daily Rental Program
Project Name/Number: TICNY-GMI-CA-AR-08-01-F/TICNY-GMI-CA-AR-08-01-F

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 05/30/2008

Comments:

Attachment:

2007 NAIC FFS +.pdf

Satisfied -Name: Supporting Documentation **Review Status:** Approved 05/30/2008

Comments:

Filing Memorandum

Forms List

Letter of Authorization

Attachments:

Rental Explanatory Memo (TICNY)-F.pdf

TICNY and TNIC - Automated Forms List.pdf

TICNY authorization letter.pdf

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #		TICNY-GMI-CA-AR-08-01-F		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		TICNY-GMI-CA-AR-08-01-R		
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	Declarations Page - Tower Insurance Company of New York	CA9 98 06 11 07	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
02	Schedule of Covered Autos You Own	CA-D-TOW11 05 06	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
03	Composite Rate Endorsement - Gross Receipts	CA9 99 05 02 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
04	Composite Rate Endorsement - Reporting	CA9 99 03 02 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
05	Composite Rate Endorsement - Scheduled	CA9 99 04 02 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
06	Rental/Lease Agreement Endorsement	CA9 20 08 03 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
07	Business Auto Coverage Form Endorsement	CA9 01 01 02 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
08	Punitive, Exemplary and Extracontractual Damage Exclusion	CA9 01 11 02 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
09	Amendment of Limit of Liability	CA9 01 02 02 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
10	Additional Insured - Generic	CA9 20 03 02 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
11	Primary Coverage Endorsement	CA9 01 03 02 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
12	Multiple Location Endorsement	CA9 01 04 02 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

FORM FILING SCHEDULE (Continued)

(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 #		TICNY-GMI-CA-AR-08-01-F		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		TICNY-GMI-CA-AR-08-01-R		
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
13	Liability Limits Endorsement	CA9 99 06 02 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
14	Uninsured and Underinsured Motorist Endorsement	CA9 21 01 02 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
15	Multiple State Limit of Liability Endorsement	CA9 99 07 02 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
16	Additional Insured - Grantor of Franchise	CA9 20 04 02 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
17	Catastrophic Coverage Endorsement	CA9 20 05 02 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
18	Conformity to Statute, Procedure or Rule Endorsement	CA9 01 05 02 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
19	Physical Damage Limit Endorsement	CA9 99 11 03 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
20	Definition of Auto Endorsement	CA9 01 06 02 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
21	Additional Physical Damage Coverage Exclusions Endorsement	CA9 01 07 02 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
22	Additional Liability Coverage Exclusions Endorsement	CA9 01 08 02 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
23	Specified Physical Damage Coverage Endorsement	CA9 01 09 02 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
24	Newly Acquired Vehicle Endorsement - Reporting	CA9 99 09 02 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
25	Newly Acquired Vehicle Endorsement - Scheduled	CA9 99 10 02 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

FORM FILING SCHEDULE *(Continued)*

(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 #	TICNY-GMI-CA-AR-08-01-F			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	TICNY-GMI-CA-AR-08-01-R			
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
26	Aggregate Comprehensive Deductible Endorsement	CA9 03 01 02 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
27	Description of Covered Auto Designation Symbols Endorsement	CA9 01 10 02 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
28	Leasing or Rental Concerns - Second Level Coverage (Split Liability Limits)	CA9 20 07 02 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
29	Additional Insured - Airport	CA9 20 06 02 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
30	Automobile Excess Rental Liability Policy	CA9 00 02 02 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
31	Auto Excess Rental Declarations	CA9 98 09 02 08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

**Tower Group Companies
Tower Insurance Company of New York
Commercial Auto
GMI Daily Rental Program
Filing Memorandum**

Forms Only

Program Overview

Tower has developed a program to provide specific tailored coverage for members of the rental services industry. This program is a package program designed to provide Commercial Automobile, General Liability, Commercial Property, Garage and Supplemental Liability Insurance. The program has been modeled after a similar program that was filed and approved for Lincoln General Insurance Company.

This program consists of rating modifications and proprietary endorsements designed to enhance the standard Insurance Services Office (ISO) application of Division One of the Commercial Lines Manual. This program is sold to businesses operating rental services, and not to the general public that would be renting vehicles. This is a commercial program.

Any ISO forms and state amendatory endorsements approved for use in your jurisdiction are applicable to this program, as ISO files these on Tower's behalf. Furthermore, we will be auto adopting any pending or future ISO forms and endorsements to stay current with ISO. Please see the corresponding rate and rule filing submitted in conjunction with this form filing.

The explanation for the attached Rules is as follows:

Rules 48. and 49. Garages - Auto Dealers

These rules would be completely replaced by the attached rules. The change in rating units is to compensate for the dual coverage provided for the rental employees by the Business Auto coverage.

Rule 75. Leasing or Rental Concerns

This ISO rule would be completely replaced by the attached rule and proprietary rate page.

Rule 98. Deductible Insurance – Liability Coverage

This ISO rule would be completely replaced by the attached rule.

Rule 98. Deductible Insurance – Physical Damage Coverage

This ISO rule would be completely replaced by the attached rule. The rule provides for two new types of coverage, an Aggregate Deductible and Catastrophic Comprehensive coverage. The Aggregate Deductible provides a deductible cap for comprehensive coverage to limit our insured's exposure in the case a loss involving more than one covered vehicle. The Catastrophic Comprehensive coverage offers comprehensive coverage with a per occurrence deductible instead of a per vehicle deductible.

Additional Rule – Schedule Rating Plan

This rule would replace any ISO filed Schedule Rating Plan. It provides specific characteristics for this type of business rather than the general characteristics set forth in the ISO filed material. For example, it provides specific characteristics for the counter-procedures used by the insured, the type of rental contract, well as the fleet that is to be insured.

Overview Supplemental Liability Insurance

Supplemental Liability Insurance (SLI) is excess third-party liability coverage available for sale at the counter to the rental car customer. SLI will only cover the "renter" and any other "authorized driver" on the "rental agreement". SLI does not cover the rental car business for third-party liability. It also does not cover any damage to the "rental vehicle". This is third-party coverage only. No benefit will be paid to the "renter" or any other "authorized driver". SLI is excess to any other coverage that the "renter" has available to them. SLI coverage will only apply after all coverage from the "Underlying Insurer" is completely exhausted.

Tower Group Companies
Commercial Auto
Independent Forms List - AR

Form Number (Ed. Date)	NAME OF FORM
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CA9 99 05 02 08	Composite Rate Endorsement - Gross Reciepts
CA9 99 03 02 08	Composite Rate Endorsement - Reporting
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CA9 20 08 03 08	Rental/Lease Agreement Endorsement
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CA9 01 05 02 08	Conformity to Statute, Procedure or Rule Endorsement
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CA9 03 01 02 08	Aggregate Comprehensive Deductible Endorsement
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CA9 20 06 02 08	Additional Insured - Airport
CA9 00 02 02 08	Automobile Excess Rental Liability Policy
CA9 98 09 02 08	Auto Excess Rental Declarations



("Date")

Re: Tower Insurance Company of New York
NAIC # 3703-44300 FEIN # 13-3548249

To Whom It May Concern:

Perr&Knight, Inc. is hereby authorized to submit rate, rule and form filings on behalf of Tower Insurance Company of New York. This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary. This authorization is deemed to be in effect until rescinded in writing.

Please direct all correspondences and inquiries related to this filing to Perr&Knight, Inc. at the following address:

State Filings Department
Perr&Knight, Inc.
881 Alma Real Drive, Suite 205
Pacific Palisades, CA 90272
Phone: (310) 230-9339
Fax: (310) 230-1061

Please contact me if you have any questions regarding this authorization.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael LeSchack", written over a horizontal line.

Signature of Official

Michael LeSchack, Assistant Vice President
Typed Name and Title of Official

Tower Insurance Company of New York
Name of Company

120 Broadway, 31st Floor
Office Number and Street

New York, N.Y. 10271-3199
City, State and Zip Code