

SERFF Tracking Number: GNFD-125701776 State: Arkansas  
Filing Company: General Fidelity Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: CIM-TPN-0608-F  
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine  
Product Name: Commercial Inland Marine  
Project Name/Number: TPN Commercial Inland Marine/CIM-TPN-0608-F

## Filing at a Glance

Company: General Fidelity Insurance Company

Product Name: Commercial Inland Marine

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Filing Type: Form

SERFF Tr Num: GNFD-125701776 State: Arkansas

SERFF Status: Closed

Co Tr Num: CIM-TPN-0608-F

Co Status: Submitted

Author: Leslie Bowar

Date Submitted: 06/23/2008

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Betty Montesi,  
Llyweyia Rawlins

Disposition Date: 06/27/2008

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal): On Approval

Effective Date (New): 06/27/2008

Effective Date (Renewal):

06/27/2008

State Filing Description:

## General Information

Project Name: TPN Commercial Inland Marine

Project Number: CIM-TPN-0608-F

Status of Filing in Domicile: Not Filed

Domicile Status Comments: We will be filing this in SC in conjunction with multi-state filing of this program.

Reference Organization: ISO

Reference Title:

Filing Status Changed: 06/27/2008

State Status Changed: 06/24/2008

Corresponding Filing Tracking Number:

Filing Description:

Reference Number:

Advisory Org. Circular:

Deemer Date:

This Forms filing is for the General Fidelity Insurance Company forms filing for our Transportation/Tow Truck program. This filing is for a new program for General Fidelity Insurance Company and does not replace any prior forms for our company. We adopt ISO and ACCORD forms where available and ISO is authorized to file forms on our behalf for this program.

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If you need additional information, please contact me.

Regards,  
 Leslie Bowar  
 980-388-4423  
 leslie.a.bowar@bankofamerica.com

## Company and Contact

### Filing Contact Information

Leslie Bowar, VP, Compliance Manager leslie.a.bowar@bankofamerica.com  
 201 N. Tryon St. (704) 388-4423 [Phone]  
 Charlotte, NC 28255 (704) 387-1606[FAX]

### Filing Company Information

General Fidelity Insurance Company CoCode: 30007 State of Domicile: South Carolina  
 201 N. Tryon Street Group Code: 1281 Company Type: Property & Casualty  
 NC1-022-19-02  
 Charlotte, NC 28255 Group Name: State ID Number:  
 (704) 387-8098 ext. [Phone] FEIN Number: 33-0242848  
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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
General Fidelity Insurance Company	\$50.00	06/23/2008	21039705

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	06/27/2008	06/27/2008

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## **Disposition**

Disposition Date: 06/27/2008

Effective Date (New): 06/27/2008

Effective Date (Renewal): 06/27/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: GNFD-125701776 State: Arkansas  
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Cargo Declaration	Approved	Yes
Form (revised)	Cargo Coverage (A)	Approved	Yes
Form	Cargo Coverage (A)	Approved	No
Form	Cargo Coverage (A)	Approved	No
Form	Cargo Coverage (B)	Approved	Yes
Form	Cargo AI End	Approved	Yes
Form	Baled Cotton End	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Cargo Declaration	GFIC-TPN-100	04/08	Declaration New s/Schedule		0.00	GFIC-TPN-100 (0408) Cargo Dec.pdf
Approved	Cargo Coverage (A)	GFIC-TPN-111-AR	06/08	Policy/CoveNew rage Form		0.00	GFIC-TPN-111-AR (04-08) (Cargo Form A) (2) - rev.pdf
Approved	Cargo Coverage (B)	GFIC-TPN-112	04/08	Policy/CoveNew rage Form		0.00	GFIC-TPN-112 (04-08) - (Cargo Form B).pdf
Approved	Cargo AI End	GFIC-TPN-C102	04/08	Endorseme New nt/Amendm ent/Condi tions		0.00	GFIC-TPN-C102(04-08) -Cargo AI Clause.pdf
Approved	Baled Cotton End	GFIC-TPN-103	06/08	Endorseme New nt/Amendm ent/Condi tions		0.00	GFIC-TPN -103 (06-08) - BALED COTTON - GF.pdf

**TRANSPORTATION CARGO COVERAGE DECLARATIONS**

POLICY NUMBER:

Named Insured and Address:

Policy Period: From \_\_\_\_\_ to \_\_\_\_\_ at 12:01 A.M. Standard Time  
at your address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

<b>PREMIUM AND COVERAGE</b>	
<b>CARGO INSURANCE</b>	
PREMIUM FOR ENDORSEMENTS	
<b>LIMITS OF INSURANCE</b>	
The most we will pay for any one "loss", disaster or casualty is:	
_____	Maximum Limit Any One Vehicle
_____	Maximum Terminal Limit
_____	Maximum Catastrophe Limit
Any one "terminal" location specified below:	
1.	
2.	
<b>DEDUCTIBLE</b>	
The Deductible amount is:	
\$ _____	Any on "vehicle"
\$ _____	Any one "terminal"
\$ _____	Mechanical Breakdown of Refrigeration or Heating Units
<b>SPECIAL PROVISIONS, if any:</b>	
_____	Estimated Annual Premium
_____	Deposit Premium
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*	

\*Other Forms and Endorsements for this Coverage Part omitted if shown elsewhere in the policy.

Countersigned By: \_\_\_\_\_

Authorized Representative

**SPECIAL PROVISIONS – Continued:**



## TRANSPORTATION CARGO COVERAGE FORM – A

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine your rights, duties, and what is and is not covered.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we”, “us”, and “our” refer to the Company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to G. DEFINITIONS.

### A. COVERAGE

We cover your liability as a motor carrier for “loss” to Covered Property caused by any of the covered Causes of Loss for a covered “auto” as described in the declarations.

#### 1. Covered Property as used in this Coverage Form means:

- a. Goods and merchandise for which you are legally liable under tariff documents, bills of lading or shipping receipts, and which is in your custody;
- b. Goods and merchandise owned by you while loaded for shipment; or
- c. Goods and merchandise for which you have assumed liability under a written lease.

We cover property while transported in or on a covered “auto”. If the covered “auto” is a truck or tractor and used in your business then coverage is included for Covered Property while in or on:

- a. Any “trailers”:  
  
If any “trailer” is unattached as the result of an accident or breakdown and awaiting either repair or transfer of the Covered Property to another “trailer”, for a period not exceeding forty-eight (48) hours.
- b. “Manufactured homes” while being towed by a covered “auto”.

#### 2. Covered Property 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; furs or fur garments; jewelry, watches, precious or semi-precious stones;
- c. Painting, statuary and other works of art;
- d. “Loss” to a covered “auto” or its equipment, including tarpaulins and fittings, or to reusable shipping containers;
- e. Property in your care, custody or control, as a “warehouseman; or
- f. Contraband, or property in the course of illegal transportation or trade.

#### 3. Covered Causes of Loss

Covered Causes of Loss means your liability for Direct Physical Loss to covered Property except those causes of “loss” listed in Section B. EXCLUSIONS.

#### 4. Coverage Extensions

##### a. Defense Cost

We will defend you against any suit brought against you by others for a “loss” to Covered Property caused by or resulting from a Covered cause of Loss. We retain our rights to investigate, negotiate, and settle any claim or suit in any manner we

determine to be necessary or expedient.

We will not pay for the settlement of any claims or any suits under this Additional Coverage. Nor will we pay any claim or judgment or defend any suit after the applicable Limit of Insurance has been exhausted by the payment of claims, suits or judgments.

The amount payable under this Coverage Extension is in addition to the Limits of Insurance shown in the Declarations.

**b. Earned Freight Charges**

We cover your earned freight charges that you are unable to collect resulting from a "loss" covered by this Coverage Form. The most we will pay in any one occurrence is \$2,500. This limit is in addition to the Limit of Insurance shown in the Declarations.

**c. Removal Expenses**

In addition to the Limit of Insurance:

- (1) We will pay removal expenses to remove Covered Property debris caused by or resulting from a covered "loss" to Covered Property 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. The expenses 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.

Any pollution damage to your "auto" is not a covered removal expense. The most we will pay for removal expenses is \$10,000 for the sum of all such expenses arising out of any one occurrence.

**d. Claim Mitigation Expense**

We will pay the necessary expense you incur to prevent further "loss" to Covered Property if that expense is incurred within a 12 hour period after a covered "loss" occurs.

The most we will pay under this Coverage Extension is \$2,500 in any one occurrence. This limit is in addition to the Limits of Insurance.

**e. Loading and Unloading**

We will extend the insurance to pay for a direct physical "loss" which results from a Covered Cause of Loss to Covered Property during "loading or unloading", by you, to or from any covered "auto".

**B. EXCLUSIONS**

1. We will not pay your liability 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. However, we will pay for "loss" or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

**b. Nuclear Hazard**

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this coverage form.

**c. War and Military Action**

- (1) War, including undeclared or civil war;
- (2) Warlike action by 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 your liability for "loss" caused by or resulting from any of the following:**

- a. Delay, loss of use, loss of market, the covered Property reaching or exceeding its freshness or use by date.
- b. Any consequential "loss".
- c. "Loss" resulting from dishonest or criminal acts by you, any of your partners, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the Covered Property for any purpose:
  - (1) Acting alone or in collusion with others; or
  - (2) Whether occurring during the hours of employment or at any other time.
- d. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device, or false pretense.
- e. Unauthorized instruction to transfer property to any person or to any place.

- f. Caused by or resulting from any of the following. However, if "loss" by a covered cause of loss results, we will pay for that resulting "loss".

- (1) Intentional "loss".
- (2) Wear and tear, obsolescence, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration.
- (3) Insects, vermin or rodents.

- g. Unexplained "loss" or shortage discovered upon taking inventory.

- h. To illegal Covered Property.

- i. Rough handling, insufficient securing of the Covered Property, poor or insufficient packaging, or packing of the Covered Property or poor packing of the Covered Property in or on a covered "auto".

- j. Rust, corrosion, or contamination, marring or scratching.

- k. Wetness or dampness unless the covered Property is contained in a fully enclosed, water tight dry van or is completely covered by a waterproof tarpaulin which is securely fastened.

- l. Spoilage, freezing or change in temperature unless resulting from the mechanical breakdown or failure of the automatic temperature control unit of the covered "auto".

- m. With respect to "manufactured homes":

- (1) "Loss" to personal property that is not an integral part of the "manufactured home".

- (2) "Loss" from the collapse or failure of the undercarriage or suspension system of the "manufactured home" including but not limited to axles, wheels or tires; or

- (3) "Loss" from sagging, wrapping, twisting or "loss" of windows or doors from their frames unless caused by fire, collision or upset.

- n. Non-delivery or misdelivery of covered Property unless the non-delivery or misdelivery is the result of a cause of "loss" not otherwise excluded by this Coverage Form.
  - o. Cotton, within seventy-two (72) hours after ginning.
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 Covered Property.

**C. LIMITS OF INSURANCE**

The most we will pay for "loss" to Covered property in a single covered "auto" is the lesser of the following:

- 1. The amount shown as the Limit of Insurance in the Declarations; or
- 2. The actual cash value of the damaged or stolen Covered Property at the time of "loss", but actual cash value shall not exceed the lower of the invoice price or the market value of the date and place of shipment.

For "manufactured homes" the actual cash value is the total value of all sections of the "manufactured home". For "auto" haulers, the actual cash value is the value of all vehicles listed on the shipping document.

**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. LOSS CONDITIONS**

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

**1. Abandonment**

There can be no abandonment of any Covered Property to us.

**2. Appraisal**

If we and you disagree on the value of the Covered Property or the amount of "loss", either may make written demand for an appraisal of the "loss". In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the Covered Property and amount of "loss". If they fail to agree, they will submit their differences to the umpire. The appraisal process is voluntary and non-binding.

Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally. If there is an appraisal, we will still retain our right to deny the claim.

**3. Duties in the Event of Loss**

If there is a "loss" to Covered Property or an "auto" transporting covered Property you must do the following:

- a. Notify the police if a law may have been broken or Covered Property is stolen.
- b. Give us prompt notice of the "loss" or damage. Include a description of the Covered Property.
- c. As soon as possible, give us a description of how, when and where the "loss" or damage occurred.

claim.

- d. Take all reasonable steps to protect the Covered Property from further damage and keep a record of your expenses necessary to protect the Covered Property for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent "loss" or damage resulting from a cause of "loss" that is not an excluded "loss". Also, if feasible, set the damaged covered Property aside and in the best possible order for examination.
- e. You will not, except at your own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.
- f. As often as may be reasonably required, permit us to inspect the Covered Property proving "loss" or damage and examine your books and records.
- g. Also permit us to take samples of damaged and undamaged Covered Property for inspection, testing and analysis, and permit us to make copies from your books and records.
- h. At our request, give us complete shipping documents and inventories of the damaged and undamaged Covered Property including quantities, costs, values, and amount of "loss" claimed.
- i. If requested, permit us to question you under oath, at such times as may be reasonably required, about any matter relating to this insurance or your claims, including your books and records. In such event, your answers must be signed.
- j. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
- k. Cooperate with us in the investigation or settlement of the

#### **4. Insurance Under Two or More Coverages**

If two or more of this policy's coverages apply to the same "loss" or damage, we will not pay more than the actual amount of the "loss" or damage.

#### **5. How We Will Pay for Losses**

- a. "Loss" is payable to you and/or to the owner of the Covered Property, as interests may appear.
- b. In the case of Covered Property 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 Covered Property.
  - (2) Return the stolen Covered Property at our expense. We will pay for any damage that results to the Covered Property from the theft; or
  - (3) Take all or any part of the damaged or stolen Covered Property at an agreed or appraised value.

#### **6. Other Insurance**

- a. You may have other insurance subject to the same plan, terms, conditions and provision as the Insurance under this Coverage Form. If you do, we will pay our share of the Covered "loss" or damage. Our share is the applicable proportion that the applicable Limit of insurance under this Coverage Form bears to the Limits of Insurance of all insurance covering on the same basis.
- b. If there is other insurance covering the same "loss" or damage, other than that described in a. above, we will pay only for the amount of the

covered "loss" or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But, we will not pay more than the applicable Limit of Insurance.

**7. Recovered Property**

If either you or we recover any Covered Property after "loss" settlement, that party must give the other prompt notice. At your option, the covered property will be returned to you. You must then return to us the amount we paid to you for the Covered Property. We will pay recovery expenses and the expenses to repair the recovered Covered Property, subject to the Limit of Insurance.

**8. Transfer of Rights or Recovery Against Others to Us**

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

**F. GENERAL CONDITIONS**

**1. Concealment, Misrepresentation or Fraud**

This Coverage Form is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other "insured", at any time, concerning:

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

**2. Legal Action Against Us**

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

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. The action is brought within 5 years after you first have knowledge of the direct "loss" or damage.

**3. No Benefits to Bailee**

No person or organization, other than you having custody of Covered Property will benefit from this insurance.

**4. Policy Period**

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:

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

**5. Inspection**

At our option, we may inspect the Covered Property and operations at any time. These inspections are for your benefit only. By our right to inspect or by our making any inspection, we make no representation that your Covered Property or operations are safe, not harmful to health or comply with any law, rule or regulation.

**6. Transfer of Your Interest in This Policy**

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

**7. Bankruptcy**

Bankruptcy or insolvency of the insurer or the Named Insured's estate will not relieve us of obligation under this Coverage Form.

**8. Premium Audit**

The estimated premium for this Coverage Form is based on the exposures you told us you have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

5. "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.

6. "Trailer" includes semi trailer or a dolly used to convert a semi trailer into a "trailer".

7. "Warehouseman" means:

- a. A motor carrier who removes any covered property from a "trailer" for the purpose of storage, other than for the immediate transfer of covered property to another trailer as a result of accident or breakdown; or
- b. A motor carrier who, under their care, custody, and control holds any loaded "trailer" for a period of exceeding 10 calendar days.

**G. DEFINITIONS**

- 1. "Auto" means a land motor vehicle, "trailer" or semi trailer designed for travel on public roads but does not include "mobile equipment".
- 2. "Loading and unloading" means hoisting, lifting or moving Covered Property onto or off of your covered "auto" to or from the ground or loading docks adjacent to such covered "auto", but no more than 100 feet.

For auto haulers "loading and unloading" means moving Covered Property onto or off of, your covered "auto", but no more than 5,000 feet from the covered "auto".

- 3. "Loss" means direct and accidental "loss" or damage.
- 4. "Manufactured homes" includes modular and mobile homes.

## TRANSPORTATION CARGO COVERAGE FORM – B

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine your rights, duties, and what is and is not covered.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we”, “us”, and “our” refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to F. DEFINITIONS.

### A. COVERAGE

1. We will pay those sums that you become legally obligated to pay as a transportation carrier, under your tariff written contracts of carriage, or any bill of lading or shipping receipt issued for you, for direct physical “loss” to “Covered Property”, owned by others in your care, custody or control, while in the “due course of transit”, caused by a Covered Cause of Loss
  - c. Property at terminals you own, lease or operate which are not listed in the schedule and which are not newly acquired;
  - d. Property you are responsible for in your capacity as either a freight forwarder or “transportation broker”;
  - e. Jewelry (including watches that retail for \$150 or more), precious or semi-precious stones, precious metals, alloys, furs or similar valuables;
  - f. Paintings, statuary and other objects of art;
  - g. Accounts, bills, bullion, currency, money, deeds, notes, securities, tickets including lottery tickets, evidences of debt;
  - h. Contraband or property in the course of illegal transportation or trade; or
  - i. Any other property excluded by endorsement to this policy.
2. **This coverage shall not apply to:**
  - a. Any costs, expenses, attorney’s fees, fines, penalties or damages you incur by violating any law or regulation relating to delay in payment, denial or settlement of claims; or
  - b. Any claim for damages in excess of your contractual liability unless expressly provided by this policy.
3. **Property Excluded and Not Covered**

We will not pay for “loss” or expenses you become legally liable to pay of the following:

  - a. “Loss” to transporting vehicles including trailers and similar vehicles, reusable shipping and packing materials including inter-modal containers (except as provided in the Additional Coverages, Reusable Containers), and chains, cables or other property used to protect and/or secure the cargo;
  - b. Property you transport at no charge;

### 4. Covered Causes of Loss

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL “LOSS” TO “Covered Property” you transport from an external cause except those Causes of Loss listed in the Exclusions.

### 5. Additional Coverages

- a. **Debris Removal Expense**

We will pay your expense to remove debris of “Covered Property” you

transport resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us within 180 days of the earlier of:

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

The most we will pay under this Additional Coverage is \$10,000 for all expenses in any one occurrence.

This Additional Coverage does not apply to expenses to:

- (1) Extract “pollutants” from land or water; or
- (2) Remove, restore or replace polluted land or water.

**b. Pollutant Clean Up and Removal**

We will pay any legally imposed expense you incur to extract “pollutants” from land or water if the release, discharge or dispersal of the “pollutants” is caused by or results from a Covered Cause of Loss to “Covered Property” you transport which occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

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

The most we will pay under this Additional Coverage is \$10,000 for any one “loss”. But we will not pay more than \$25,000 for all such expenses incurred during each separate 12 month period of this policy.

**c. Reusable Packing Containers**

We will pay those sums you become legally obligated to pay for “loss” to beer kegs, animal pens, metal

pallets, and similar reusable packing containers.

Inter-modal containers, wooden pallets, and transporting vehicles including trailers and similar vehicles are not reusable packing containers.

The most we will pay under this Additional Coverage is \$5,000 for any one “loss”. This coverage shall apply even if you make no separately identifiable charge for the transport of these items.

**d. Earned Freight Charges**

We will pay your earned freight charges that you cannot collect because of direct physical “loss” to “Covered Property” resulting from a Covered Cause of a Loss.

Earned Freight Charges are freight charges applicable from the point of departure to the location where the “loss” occurs. If this location cannot be ascertained, the earned freight charges will be calculated from the point of departure to the intended destination.

The most we will pay under this Additional Coverage is \$5,000 in any one occurrence.

**6. Coverage Extensions**

**a. Loading and Unloading**

We will extend the insurance provided under this coverage form to pay those sums for which you become legally obligated to pay for “loss” which results from a Covered Cause of Loss to “Covered Property” you transport during loading or unloading to or from any transporting conveyance. Such loading or unloading must be from or onto a sidewalk, street, loading platform or similar place within 500 feet of the conveyance.

**b. Mechanical Breakdown of Refrigeration or Heating Units**

We will extend the insurance to pay

for direct physical "loss" to "Covered Property" caused by spoilage or change in temperature resulting directly from the sudden and accidental breakdown of refrigeration or heating unit(s) on the vehicle(s) you own, operate or control.

You must inspect all such refrigeration or heating unit(s) on the vehicle(s) at least once a month, make any repairs required and perform all corrective or preventive maintenance as specified by the manufacturer or the unit(s). You must maintain written records of the results of such inspections, repairs and maintenance performed. If you fail to:

- (1) Perform such inspections;
- (2) Make required repairs;
- (3) Perform the maintenance specified; and
- (4) Maintain written records,

we will not pay for "loss" caused by or resulting from spoilage or change in temperature under this Coverage Extension. The most we will pay under this Coverage Extension is \$10,000 plus the Limit of Insurance, if any, shown in the Schedule applicable to Mechanical Breakdown. But we will not pay for "loss" caused by or resulting from insufficient fuel or lubricants required for the normal operation of such refrigeration or heating unit(s).

**c. Expense to Protect the Covered Property from Spoilage or Change in Temperature**

We will extend the insurance to pay the additional expense you incur to temporarily store the "Covered Property" in a controlled temperature environment in order to avoid or minimize "loss" to such property due to spoilage or change in temperature. Such temporary

storage must be directly made necessary by the sudden and accidental breakdown of refrigeration or heating unit(s) on transporting conveyances.

However, the amount of additional expense we will pay does not include:

- (1) Expenses incurred to repair or replace the refrigeration unit(s);
- (2) Costs or penalties incurred for detention or delay of vehicles, trailers or containers to which the refrigeration or heating unit(s) is attached; or
- (3) Costs incurred for additional wages, rooming or boarding and meal expenses for the vehicle drivers.

**d. Substitution of Vehicles**

If this coverage includes Scheduled Vehicles as shown in the Declarations, we will extend this insurance to cover any temporary substitute vehicle you use when any scheduled transporting vehicle is disabled or replaced.

The most we will pay for "loss" under this Coverage Extension is the applicable Limit of Insurance listed in the Schedule for the disabled or replaced vehicle.

**e. Newly Acquired Vehicles**

If this coverage includes Scheduled Vehicles, and you acquire additional transporting vehicles, we will extend the insurance provided by this form to your newly acquired transporting vehicles except:

- (1) The most we will pay for "loss" to "Covered Property" from any one newly acquired vehicle is \$100,000.

- (2) Coverage under this Coverage Extension for newly acquired vehicles will end when any of the following first occurs:

- a. This policy expires or is cancelled;
- b. 30 days expire after you acquired the vehicles or coverage is obtained elsewhere; or
- c. You report the vehicle to us.

- (3) We will charge you additional premium from the date you acquired the transporting vehicles.

**f. Newly Acquired Terminals Limit**  
Applies to property at a terminal you acquire after the effective date of this policy. But this coverage will apply only for the first 30 days after acquisition or until the policy expires or coverage is obtained elsewhere, whichever occurs first.

## B. EXCLUSIONS

1. We will not pay for “loss” caused directly or indirectly by or resulting from 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. Seizure or destruction of property by order of governmental authority. But we will pay for acts of destruction to “Covered Property” ordered by governmental authority and taken at the time of a fire to prevent its spread.
  - b. (1) Any weapon employing atomic fission; or  
  
(2) Nuclear reaction or radiation, or radioactive contamination

from any other cause. But we will pay for direct physical “loss” to “Covered Property” caused by resulting fire.

- c. (1) War, including undeclared or civil war;  
  
(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or  
  
(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

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

- a. Delay, loss of use, loss of market or any other causes of consequential “loss”;
- b. Wear and tear, deterioration or hidden or latent defect, or any quality in property that causes it to damage or destroy itself;
- c. Dishonest acts by:
  - (1) You or any of your partners;
  - (2) Your directors or trustees;
  - (3) Your authorized representatives or employees; or
  - (4) Anyone to whom you entrusted the “Covered Property”, including their employees, for any purpose: Whether acting alone or in collusion with others; and whether or not occurring during the hours of employment.

Coverages are in addition to the Limits of Insurance shown in the Schedule.

- d. Spoilage, contamination, rust, corrosion, freezing, heating or change in temperature. However, we will pay for such "loss" caused by any of the "specified causes of loss".
- e. Voluntary parting with any property whether or not induced to do so by any fraudulent scheme, trick, device or false pretense.
- f. Any "loss" to live animals unless caused or made necessary by any of the "specified causes of loss".

### C. LIMITS OF INSURANCE

- 1. The most we will pay for "loss" in any one occurrence is the smallest applicable Limit of Insurance shown in the Schedule(s), Coverage Form, or endorsement(s) and described below:
  - a. Any One Vehicle Limit, or a Listed Vehicle Limit, applies to property:
    - (1) Being transported in or on an automobile, truck, trailer, semi trailer, or combination of these pulled by one power unit; and
    - (2) Not subject to the Terminal Limit.
  - b. Terminal Limit applies to property at the listed terminals while:
    - (1) In or on automobiles, trucks, trailers or semi trailers;
    - (2) In terminal building; and
    - (3) In the open on the terminal premises.
  - c. If we show a Maximum Limit of Insurance, that is the most we will pay for all "loss" in any one occurrence to "Covered Property" you transport insured under this Coverage Form.
- 2. The limits applicable to the Additional

- 3. Payments under the Coverage extensions will not increase the applicable Limits of Insurance.

### D. DEDUCTIBLE

We will adjust the "loss" in any one occurrence as a single "loss". We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limit of Insurance exceeds the Deductible amount shown in the Schedule or Endorsement(s). We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable Limit of Insurance.

### E. ADDITIONAL CONDITIONS

The Commercial Inland Marine Conditions and the Common Policy Conditions apply as well as those listed below.

#### 1. Amendment of Commercial Inland Marine Conditions

The following provisions of the Commercial Inland Marine Conditions do not apply to this Coverage Form:

- a. Loss Conditions, Appraisal;
- b. General Conditions, Control of Property, and
- c. General Conditions, Valuation.

#### 2. Coverage Territory

We will only pay for "loss" which occurs while the "Covered Property" you transport is located in:

- a. The United States of America;
- b. Puerto Rico; or
- c. Canada

#### 3. Reimbursement to Us

You must fully reimburse us if we pay a "loss" because of any special endorsement that extends our liability and is required by law or any regulatory authority.

will bring suit to us and help us enforce those rights.

#### 4. Loss Payment

Loss Condition, Loss Payment in the Commercial Inland Marine Conditions is replaced by the following:

- a. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- b. We will not pay you more than your financial interest in the "Covered Property".
- c. We may adjust losses directly with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owner's property. We will not pay the owners more than their financial interest in the "Covered Property".
- d. We will pay or make good any "loss" covered under this Coverage Form within 45 days after:
  - (1) we receive a proper claim from the claimant and complete documentation to establish legal liability; or
  - (2) the entry of a final judgment.
- e. We will not be liable for any part of a "loss" that has been paid or made good by others.

#### 5. Transfer of Rights of Recovery Against Others to Us

**Loss Condition, Transfer of Rights of Recovery Against Others to Us** in the Commercial Inland Marine Conditions is replaced by the following:

Any rights you have to recover all or part of any payment we have made under this Coverage Form are transferred to us. You must do nothing after loss to impair those rights of recovery and you agree that you will not waive any of your rights against any other party. At our request, you

#### 6. Legal Action Against Us

**General Condition, Legal Action Against Us** in the Commercial Inland Marine Conditions is replaced by the following:

No person or organization has a right under this Coverage Form:

- a. to join us as a party or otherwise bring us into a "suit" asking for damages from you; or
- b. to sue us unless all of the terms and conditions of this Coverage Form have been fully met.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against you obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Form or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, you and the claimant or the claimant's legal representative.

#### 7. Reasonability of Expenditure Incurred After Loss

The evaluation or the reasonability of steps taken and expenses incurred in the event of a loss will include consideration of the value of the property transported in relation to the amount of expense incurred to protect that property.

#### 8. Reporting and Premium Calculation

##### a. Reports

Within 20 days after the end of each reporting period shown in the Declarations, you will report to us the amount of the Premium Base shown in the Declarations. We will compute the premium:

- (1) Using the rates per each \$100 of "gross receipts" or other

Premium Base shown in the Declarations; and

- (2) As of each Premium Adjustment Period shown in the Declarations.

**b. Premium Adjustment**

- (1) When the Annual Premium Adjustment Period is shown in the Declarations, we will compare the total computed premium to the Deposit Premium. If it is more than the Deposit Premium, you will pay us the difference. If it is less than the Deposit Premium, we will pay you the difference.
- (2) When any other Premium Adjustment Period is shown in the Declarations, we will apply the computed premium to the Deposit Premium until it is used up. You will pay us all premiums that exceed the Deposit Premium.

**c. Minimum Premium**

You must pay at least the minimum premium shown in the Declarations.

**d. Records**

You will keep exact records of your premium Base from your business activities. You must retain these records for three years after this policy ends.

**e. Obligation to Correct Errors**

If the examination and audit of your books and records shows that the amounts of Premium Base you reported to us are less than the amounts you should have reported, you must pay us any additional premium due.

**F. DEFINITIONS**

1. "Covered Property" is lawful goods and merchandise of every description not otherwise excluded.
2. "Due Course of Transit" is defined as the transportation of property that

begins when property is delivered for transportation until it is delivered to any site or to its intended destination; and includes temporary stops which are incidental to the main purpose of delivery.

3. "Gross Receipts" means the total amount, collected or not, due you for the transportation of the property from:
  - a. Shippers;
  - b. Consignees; or
  - c. Other Carriers.
4. "Mileage" means total miles both "loaded" and "unloaded" miles including all local, intrastate, and interstate miles.
5. "Loss" means accidental loss or damage.
6. "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.
7. "Suit" means a civil proceeding in which damages because of direct physical "loss" to property you transport are alleged. "Suit" includes an arbitration proceeding to which you must submit or submit with our consent.
8. "Transportation Broker" means a party that arranges for transportation of property, but which does not physically accomplish the transportation themselves.
9. "Specified causes of loss" means: fire; lightning; explosion; windstorm; hail; smoke; riot; strike; vandalism; theft; flood; earth movement; collision or other accident to the transporting vehicle or to a waterborne common carrier vessel carrying the transporting vehicle; collapse of bridges, trestles, roadways, docks, or bulkheads.

POLICY NUMBER:

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED CLAUSE**

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This endorsement modifies insurance provided under the following:

**TRANSPORTATION CARGO COVERAGE FORM**

The provisions of the Coverage Form apply unless modified by this endorsement.

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

Named Insured	Endorsement effective:	Number
	Countersigned by:	

(Authorized Representative)

**SCHEDULE**

Policy Expiration Date:

Name of Additional Insured:

Covered Property:

- A. We will pay, as interest may appear, you and the Additional Insured shown in the SCHEDULE on this endorsement for “loss” to Covered Property.
- B. We will not pay for “loss” unless the Additional Insured has an interest in the Covered Property.
- C. We will not pay an Additional Insured for the “loss” if there is concealment, misrepresentation or fraud by you.
- D. If we make any payment to an Additional Insured for “loss” to Covered Property, then the Additional Insured must transfer the right to recover damages from another to us. The Additional Insured must do everything necessary to secure our rights and must do nothing after “loss” to impair them.
- E. The coverage provided by this endorsement does not apply to any “loss” which takes place after the Policy Expiration Date or after the Additional Insureds interest in the Covered Property terminates or expires, whichever occurs first.

POLICY NUMBER:

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL INLAND MARINE – BALED COTTON ENDORSEMENT**

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This endorsement modifies insurance provided under the following:

**COMMERCIAL INLAND MARINE COVERAGE FORM**

The provision of the Coverage Form apply unless modified by this endorsement.

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

Named Insured	Endorsement effective:	Number
	Countersigned by:	

(Authorized Representative)

This insurance does not apply to:

A. Loss, damage or expense caused by or resulting from fire to baled cotton unless the ginning and baling of the cotton was completed a minimum of seventy-two (72) hours prior to the time of loading.

*SERFF Tracking Number:*      *GNFD-125701776*                      *State:*                      *Arkansas*  
*Filing Company:*              *General Fidelity Insurance Company*              *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *CIM-TPN-0608-F*  
*TOI:*                      *09.0 Inland Marine*                      *Sub-TOI:*                      *09.0005 Other Commercial Inland Marine*  
*Product Name:*              *Commercial Inland Marine*  
*Project Name/Number:*      *TPN Commercial Inland Marine/CIM-TPN-0608-F*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: GNFD-125701776 State: Arkansas  
Filing Company: General Fidelity Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: CIM-TPN-0608-F  
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine  
Product Name: Commercial Inland Marine  
Project Name/Number: TPN Commercial Inland Marine/CIM-TPN-0608-F

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:** Approved 06/27/2008

**Comments:**

**Attachment:**

PCTD- Comm Inl Mar - FORMS.pdf

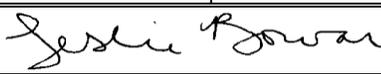
## Property &amp; Casualty Transmittal Document (Revised 1/1/06)

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

<b>3. Group Name</b>				<b>Group NAIC #</b>
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	
General Fidelity Insurance Company	SC	30007	33-0242848	

<b>5. Company Tracking Number</b>	CIM-TPN-0608-F
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
Leslie Bowar NC1-022-05-01 201 N Tryon St Charlotte, NC 28255	Business Operations Manager	980.388.4423 866.763.7790	704.387.1606	Leslie.a.bowar@banko famerica.com
<b>7. Signature of authorized filer</b>				
<b>8. Please print name of authorized filer</b>	Leslie Bowar			

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

<b>9. Type of Insurance (TOI)</b>	9.0
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	9.0005
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	
<b>12. Company Program Title (Marketing title)</b>	Commercial Inland Marine - Truckers
<b>13. Filing Type</b>	<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)
<b>14. Effective Date(s) Requested</b>	New: 6/23/08      Renewal: 6/23/08
<b>15. Reference Filing?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>16. Reference Organization (if applicable)</b>	ISO
<b>17. Reference Organization # &amp; Title</b>	
<b>18. Company's Date of Filing</b>	6/23/08
<b>19. Status of filing in domicile</b>	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	CIM-TPN-0608-F
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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This Forms filing is for the General Fidelity Insurance Company forms filing for our Transportation/Tow Truck program. This filing is for a new program for General Fidelity Insurance Company and does not replace any prior forms for our company. We adopt ISO and ACCORD forms where available and ISO is authorized to file forms on our behalf for this program.

Your approval and/or acknowledgement of this submission is respectfully requested. If you need additional information, please let me know.

Regards,

Leslie Bowar  
Business Operations Manager  
e-mail: [leslie.a.bowar@bankofamerica.com](mailto:leslie.a.bowar@bankofamerica.com)  
980.388.4423

<b>22.</b>	<b>Filing Fees</b> (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]
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**Check #:**  
**Amount:**

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

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

PC TD-1 pg 2 of 2

## FORM FILING SCHEDULE

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

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>CIM-TPN-0608-F</b>
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Cargo Declarations Page	GFIC-TPN-100 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Cargo Coverage (A)	GFIC-TPN-111 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Cargo Coverage (B)	GFIC-TPN-112 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Cargo Add'l Insd Endorsement	GFIC-TPN-C102 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Baled Cotton Endorsement	GFIC-TPN-103	<input checked="" 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		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		