

SERFF Tracking Number: GRTA-125671637 State: Arkansas
Filing Company: Great American Assurance Company State Tracking Number: EFT \$50
Company Tracking Number: CA AR 0805 LHTF
TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers
Product Name: Primary Package Physical Damage Refiling
Project Name/Number: /

Filing at a Glance

Company: Great American Assurance Company

Product Name: Primary Package Physical SERFF Tr Num: GRTA-125671637 State: Arkansas

Damage Refiling

TOI: 20.0 Commercial Auto

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 20.0004 Truckers

Co Tr Num: CA AR 0805 LHTF

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi,
Llyweyia Rawlins

Author: Jackie Bisbe

Disposition Date: 06/16/2008

Date Submitted: 05/30/2008

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New): 06/16/2008

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):
06/16/2008

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 06/16/2008

State Status Changed: 06/10/2008

Deemer Date:

Corresponding Filing Tracking Number: CA AR 0805 LHTF

Filing Description:

This filing updates long haul trucking division coverage forms.

Company and Contact

Filing Contact Information

SERFF Tracking Number: GRTA-125671637 State: Arkansas
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Jackie Bisbe, Mrs. jbisbe@gaic.com
49 East 4th Street (513) 369-5000 [Phone]
Cincinnati, OH 47202 (513) 333-6996[FAX]

Filing Company Information

Great American Assurance Company CoCode: 26344 State of Domicile: Ohio
580 Walnut Street Group Code: 84 Company Type: P&C
Cincinnati, OH 45202 Group Name: State ID Number:
(513) 369-5000 ext. [Phone] FEIN Number: 15-6020948

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50. per filing X 1 filing = \$50.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Great American Assurance Company	\$50.00	05/30/2008	20593459

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	06/16/2008	06/16/2008

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Disposition

Disposition Date: 06/16/2008
Effective Date (New): 06/16/2008
Effective Date (Renewal): 06/16/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Form Filing Schedule	Approved	Yes
Form	Physical Damage Changes	Approved	Yes
Form	Punitive Damages Exclusion	Approved	Yes
Form	Non - Trucking Liability	Approved	Yes
Form	Non Trucking Liability and Physical Damage	Approved	Yes
Form	Non Trucking Liability and Physical Damages Coverage Dealer	Approved	Yes
Form	Coinsurance Endorsement	Approved	Yes
Form	Auto Loan Gap	Approved	Yes
Form	Policy Changes - Additional Conditions	Approved	Yes
Form	Waiver of Subrogation	Approved	Yes
Form	Designated Insured Endorsement	Approved	Yes
Form	Trucking or Business use exclusion Change	Approved	Yes
Form	Trucking or Business use exclusion change	Approved	Yes
Form	Cancellation and Nonrenewal	Approved	Yes
Form	Form List - Exhibit A	Approved	Yes
Form	Form List - Exhibit B	Approved	Yes
Form	Memorandum	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Physical Damage Changes	CA 84 51	04/08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 CA 84 51 Ed. 10/06 Previous Filing #:		CA 84 51 0408.doc CA 84 51 0408.pdf
Approved	Punitive Damages Exclusion	CA 84 53	04/08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 CA 84 53 Ed. 10/06 Previous Filing #:		CA 84 53 0408.doc CA 84 53 0408.pdf
Approved	Non - Trucking Liability	CA 84 60	04/08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 CA 84 60 Ed. 10/06 Previous Filing #:		CA 84 60 0408.doc CA 84 60 0408.pdf
Approved	Non Trucking Liability and Physical Damage	CA 82 47	04/08	Policy/Coverage Form Replaced	Replaced Form #:0.00 CA 82 47 Ed. 05/05 Previous Filing #:		CA 82 47 0408.doc CA 82 47 0408.pdf
Approved	Non Trucking Liability and Physical Damages Coverage Dealer	CA 84 32	04/08	Policy/Coverage Form Replaced	Replaced Form #:0.00 CA 84 32 Ed. 08/05 Previous Filing #:		CA 84 32 0408.doc CA 84 32 0408.pdf
Approved	Coinsurance Endorsement	CA 84 50	04/08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 CA 84 50 Ed. 10/06 Previous Filing #:		CA 84 50 0408.doc CA 84 50 0408.pdf
Approved	Auto Loan Gap	CA 84 52	04/08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 CA 84 52 Ed. 10/06 Previous Filing #:		CA 84 52 0408.doc CA 84 52 0408.pdf
Approved	Policy Changes - Additional Conditions	CA 84 54	04/08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 CA 84 54 Ed. 10/06 Previous Filing #:		CA 84 54 0408.doc CA 84 54 0408.pdf

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Approved	Waiver of Subrogation	CA 84 80	04/08	Canc/NonRen Notice	New	0.00	CA 84 80 0408.doc CA 84 80 0408.pdf
Approved	Designated Insured Endorsement	CA 84 83	04/08	Endorsement/Conditions	New	0.00	CA 84 83 0408.doc CA 84 83 0408.pdf
Approved	Trucking or Business use exclusion Change	CA 84 84	04/08	Endorsement/Conditions	New	0.00	CA 84 54 0408.doc CA 84 54 0408.pdf
Approved	Trucking or Business use exclusion change	Ca 84 85	04/08	Endorsement/Conditions	New	0.00	CA 84 85 0408.doc CA 84 85 0408.pdf
Approved	Cancellation and Nonrenewal	CA 84 82	04/08	Endorsement/Conditions	New	0.00	CA 84 82 0408.doc CA 84 82 0408.pdf
Approved	Form List - Exhibit A			Other	New	0.00	Forms List - Exhibit A.doc Forms List - Exhibit A.pdf
Approved	Form List - Exhibit B			Other	New	0.00	Forms List - Exhibit B.doc Forms List - Exhibit B.pdf
Approved	Memorandum			Other	New	0.00	Forms Memorandum.doc Forms Memorandum.pdf

Specialty Operations
49 East Fourth Street
Dixie Terminal South Building
4th Floor
Cincinnati, OH 45202-3803
PO Box 5425
Cincinnati, OH 45201-5425
1-800-605-6713
513.333.6996 fax



May 14, 2008

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

Re: **Great American Assurance Company 084-26344**
Commercial Automobile – Trucking Division
Updated Form Filing
GAI Filing # CA AR 0805 LHTE

Dear Sir or Madam:

The above captioned company wishes to place on file updated forms for our Long Haul Trucking program. Please find enclosed a forms list with all filed form, any necessary transmittals and explanatory memorandums.

Please note all filed forms apply only to the Trucking program.

Please use the enclosed duplicate letter to indicate your receipt and acknowledgement. We request that this filing be available for use as soon as possible within the guidelines of your state.

Thank you and please contact me with any further questions.

Sincerely,

Jackie Bisbe
Product Analyst
Product Development & Compliance
Phone: 513.333.6927
Fax: 513.333.6996
Email: jbisbe@gaic.com

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PHYSICAL DAMAGE CHANGES ENDORSEMENT

This endorsement modifies Insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM**

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

I. Section I – Covered Autos, Section C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos, paragraph 3. is deleted and replaced by the following:

3. Any "auto" that is a temporary substitute automobile that you are renting or leasing for a period of 30 days or less while an "auto" you own is being serviced or repaired.

II. The following provision is added to Section I – Covered Autos:

D. Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

1. Any "auto" that is a temporary substitute automobile that you are renting or leasing for a period of 30 days or less while an auto you own is being serviced or repaired.

III. The following provisions are added to Section **IV - Physical Damage Coverage, 4. Coverage Extension**, of the Truckers and Motor Carrier Coverage Forms, and to Section **III – Physical Damage Coverage Part, Coverage Extension** Section of the Business Auto Coverage Form:

Federal Excise Tax

We will reimburse the Named Insured for the new vehicle retail tax (Federal Excise Tax, FET) paid on covered "auto" that sustains a covered "total loss," If:

- (1) The covered "total loss" occurs within 12 months of the purchase date of the covered "auto"; and
- (2) The covered "auto" was purchased, and the FET was paid, by the "Named Insured"; and
- (3) The "total loss" was not due to theft.

Towing and Storage Charges

We will pay reasonable towing and storage charges for a covered "auto" not of the private passenger type that result from a covered "accident," subject to the

Specialty Operations
49 East Fourth Street
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Thank you and please contact me with any further questions.

Sincerely,

Jackie Bisbe
Product Analyst
Product Development & Compliance
Phone: 513.333.6927
Fax: 513.333.6996
Email: jbisbe@gaic.com

applicable physical damage deductible. The most we will pay for the sum of all towing and storage charges as a result of any one "accident" is \$10,000.

We will only pay for towing charges to a qualified service dealer nearest to the location of disablement who is qualified and capable to perform repair of the "auto."

We will only pay those storage charges which are:

- (1) Due and payable at the time we offer payment for the "loss" to the covered "auto" in accordance with the terms and conditions of the policy.
- (2) Due and payable at the time we agree to movement of the covered "auto" to another place of repair.

We will not pay for storage charges unless the Named "Insured" has exercised reasonable diligence to minimize those costs and the duration of storage.

Fire Services

We will pay reasonable and customary charges incurred by the Named "Insured" for "Fire Services," up to a maximum of \$1,000 for the sum of all such charges as a result of any one "accident."

IV. Section IV – Physical Damage Coverage, B. Exclusions, is amended by the addition of the following exclusions:

This insurance does not apply to:

1. Under the Comprehensive Coverage or Specified Causes of Loss Coverage to "loss" or damage due to conversion, embezzlement or secretion by any person in possession of a covered "auto" and its equipment under a bailment, lease, conditional sale, purchase agreement, mortgage or other encumbrance.
2. "Loss" of or damage to any personal effects, tools or other property of the Named "Insured" or of any other person or organization carried in or upon a covered "auto."
3. "Loss" of or damage to any covered "auto" or its equipment, while operated, maintained or used by any person in violation of any state operator's license requirement or, in any event, by any person under the age of eighteen years.
4. "Loss" or damage to any covered "auto" or its equipment, while subject to any bailment, lease, conditional sale, mortgage or other encumbrance not specifically declared and described in the insurance.
5. "Loss" or damage to any covered "auto" or its equipment, while it is used in connection with any illegal or illicit trade or transportation.
6. "Loss" resulting from any theft committed by or on behalf of any person or persons in the Named "Insured's" household or in the "insured's" service or employment.
7. "Loss" suffered by the Named "Insured" as a result of voluntarily parting with title or possession of the covered "auto" or its equipment, whether or not such

voluntary parting resulted from any fraudulent scheme, trick, device or false pretense.

8. "Loss" due to any wrongful conversion, embezzlement or secretion by a mortgagee, vendee, lessee or other person in lawful possession of the covered property under a mortgage, conditional sale, lease or other contract or agreement, whether written or verbal.
9. "Loss" due to any seizure, capture, confiscation or appropriation by any governmental authority or law enforcement agency.
10. "Loss" which occurs during the process of repossession of the covered "auto" or while the covered "auto" is in the possession, custody, or control of a person or organization who repossessed it or caused it to be repossessed.
11. "Loss" caused by any intentional, fraudulent or dishonest act or omission of any:
 - a. "insured";
 - b. driver or operator under contract or lease to any "insured";
 - c. member of an "insured's" household;
 - d. person in an "insured's" service or employment; or
 - e. person or organization for the act or omission of which an "insured" may be liable.

V. Sections **C. Limits of Insurance** and **D. Deductible**, in the **Physical Damage Coverage** Part are deleted and replaced by the following:

Note: The amount shown in the Declarations is not necessarily the amount you will receive at the time of "loss" for the described property. Please refer to the Limit of Insurance and Deductible provisions, which follow.

Limit of Insurance

1. The most we will pay for "loss" in any one "accident" is the least of the following amounts, minus any applicable deductible shown in the Schedule:
 - a. the "actual cash value" of the damaged or stolen covered property immediately before the "loss" occurred;
 - b. the cost to repair or replace covered property, but only to the extent necessary to substantially return it to its pre-"loss" appearance and functional condition. The cost to repair or replace covered property may be based on the cost to replace that property, or particular damaged parts, with other property or parts of like kind and quality; or
 - c. the stated amount shown for the covered property in the Declarations.

Note: Original Cost - New provided under Item 3., Schedule of Covered Autos You Own on the Declarations is hereby revised to mean stated amount.

- d. Notwithstanding **a.**, **b.**, or **c.**, above, if a covered “auto” owned by the “insured” suffers a “total loss” or a “constructive total loss” within one year of its purchase by that “insured,” we will pay the lesser of:
 1. the purchase price paid by the “insured” for that covered “auto” or
 2. the “actual cash value” of that covered “auto” immediately before the “total loss” or “constructive total loss” occurred.
2. An adjustment for depreciation and physical condition will be made in determining “actual cash value” in the event of a “total loss.”
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

Deductible

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. That deductible amount applies separately to:

1. the Comprehensive, Specified Causes of Loss, and Collision coverages, including any applicable physical damage coverage extension; and
2. each “accident.”

If more than one covered “auto” is lost or damaged as a result of the same “accident,” the deductible amount applies separately to each such covered “auto.”

VI. The following provisions are added to the Physical Damage Coverage Part:

E. Loss Payee – Who We Will Pay For Losses

1. If the “loss” is a “total loss” or a “constructive total loss,” we will make payment jointly to the Named “Insured,” the titled owner of the covered “auto” and the “Listed Lienholder,” if any.
2. If the “loss” is neither a “total loss” nor a “constructive total loss,” we may make payment jointly to the Named “Insured,” the titled owner of the covered “auto” and the “Listed Lienholder.” If repairs have been completed, we may, in our sole discretion, make payment either:
 - a. jointly to the “Named Insured,” the titled owner of the covered “auto” and the person or entity who has completed the authorized repair work;
or
 - b. to the Named “Insured” and the titled owner of the covered “auto.”

If the Named “Insured” signs an authorization directing us to pay the person or entity which has completed the authorized repair work, we may make payment solely to that person or entity.

3. Regardless of whether or not the “loss” is a “total loss,” we will pay any towing and/or storage costs payable under this policy directly to the Named “Insured” and/or to the person or entity which provided the covered towing and/or storage services. However if those towing and/or storage costs have

been paid by a person or entity other than the Named "Insured," we may make payment of the covered towing and/or storage charges to that person or entity.

VII. Section VI – Definitions is amended by the addition of the following definitions:

"Actual cash value" means fair market value.

"Constructive total loss" means "loss" for which the sum of:

1. the cost of repair of the damage to a covered "auto" and
2. the salvage value of that covered "auto"

exceeds the stated amount shown for that covered "auto" in the Declarations.

"Fire services" means those services rendered by a fire department to respond to the scene of an "accident" involving a covered "auto," extinguish a fire involving a covered "auto," or clean up roadway debris of the covered "auto" resulting from a fire on or in a covered "auto."

"Listed lienholder" means the holder of a lien on the covered "auto" who has been identified by the "Named Insured," either in the application for this policy or in a writing received by us after the inception of this policy.

"Total loss" means "loss" for which the sum of:

1. the cost of repair of the damage to a covered "auto" and
2. the salvage value of that covered auto

exceeds the "actual cash value" of the covered "auto" immediately before the "loss" occurred. A covered "auto" which is stolen and not recovered will be deemed a "total loss."

All other policy provisions remain unchanged by this endorsement.

PUNITIVE DAMAGES EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies Insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

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

Section **II. LIABILITY COVERAGE, B. Exclusions**, is changed by adding the following exclusion:

This insurance does not apply to punitive or exemplary damages, fines, penalties, court-imposed monetary sanctions, or any other sum awarded to punish or deter conduct or misconduct.

All other provisions of the policy remain unchanged by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

NON-TRUCKING LIABILITY ENDORSEMENT

This endorsement modifies Insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM**

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

SCHEDULE

Description of covered "autos:"

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

I. The following is added at the beginning of Section II – Liability Coverage:

Minimum Conformance Provision

Any coverage legally deemed to be included in this policy, by reason of an applicable financial responsibility or insurance law or regulation of any state or government agency, shall not exceed the minimum limits required by such law or regulation.

If any provision of this Part II – Liability Coverage is held to be void or unenforceable under the law of any jurisdiction, for any reason, including, but not limited to, violation of statute or contravention of public policy, we will not pay any sum in excess of the minimum amounts required by the financial responsibility laws of such jurisdiction, and then only after all other valid and collectible insurance available to you in the absence of this policy, has been exhausted.

II. The following paragraph is added to Section II – Liability Coverage, immediately before A.1. Who Is an Insured:

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **B. Coverage Extensions**, below.

III. The following exclusions are added to Section II – Liability Coverage, Part B. Exclusions:

Trucking or Business Use

"Bodily injury" or "property damage" arising out of any "accident" which occurs while the covered "auto" is being used in the business of a "lessee" or while the covered "auto" is

being used to transport cargo of any type. For purposes of this exclusion the phrase "in the business of a 'lessee'" means any of the following uses of the covered "auto":

- (1) used for the benefit of or to further the commercial interest of a "lessee";
- (2) used by any person or organization acting within the scope of employment by a "lessee";
- (3) used by any person or organization acting under the direction, control or dispatch of a "lessee";
- (4) used while traveling to or from any location for the purpose of picking up, delivering or transporting cargo on behalf of a "lessee";
- (5) used while traveling between:
 - i. any location where the covered "auto" is "regularly garaged," or any terminal or facility of a "lessee," and
 - ii. any other locationfor the purpose of picking up, delivering or transporting any cargo; or
- (6) used while traveling from:
 - i. any terminal or facility of a "lessee," or
 - ii. any location at which the covered "auto" was present for the purpose of picking up, delivering or transporting cargo,to any location where the covered "auto" is "regularly garaged."

Fraudulent Or Dishonest Acts

"Bodily injury" or "property damage" caused by any fraudulent or dishonest act or omission of any:

- a. "insured";
- b. driver or operator under contract or lease to any "insured";
- c. member of an "insured's" household;
- d. person in an "insured's" service or employment; or
- e. person or organization for the act or omission of which an "insured" may be liable.

IV. The following provision is added to the policy and applies to all Sections of the policy:

Uninsured/Underinsured Motorist Coverage, Personal Injury Protection (No-Fault) and Medical Payments (Medpay) Not Covered

This policy does not include any Uninsured or Underinsured Motorist Coverage or Personal Injury Protection (No-Fault) or Medical Payments (Medpay) Coverage and, by accepting this policy, you acknowledge that all such coverages are expressly rejected. If, by law this policy is deemed to include Uninsured or Underinsured Motorist Coverage or Personal Injury Protection (No-Fault) or Medpay Coverage then, the limits of such coverage shall not exceed the minimum required by law. Each and every exclusion which appears in Part II – Liability Coverage shall apply to any Uninsured or Underinsured Motorist Coverage, Personal Injury Protection (No-Fault), or Medpay Coverage imposed by law.

- V. In Section IV. – **Business Auto Conditions, B. General Conditions**, the condition entitled **Other Insurance – Primary and Excess Insurance Provisions** is deleted and replaced by the following:

Other Insurance

- a. For any covered “auto,” the insurance provided by this policy is excess over any other collectible insurance, whether that other insurance is described as excess, contributing, contingent, or otherwise. However, when the covered “auto” is a “trailer” which is connected to another vehicle, the liability coverage this policy provides for that “trailer” is:
 1. Excess while it is connected to a motor vehicle you do not own.
 2. Primary while it is connected to a covered “auto” you own.
- b. When this policy and any other Coverage Form, policy or “self-insurance” covers on the same basis, either excess or primary, we will pay only our share of the covered “loss.” Our share is the proportion that the applicable Limit of Insurance of our policy bears to the total of the applicable limits of all the Coverage Forms, policies or “self-insurance” covering on the same basis.
- c. This **Other Insurance** condition does not apply to other insurance that is specifically issued to apply only in excess of the applicable limit of this policy.

- VI. In Section IV. – **Business Auto Conditions, B. General Conditions**, the condition entitled **Policy Period, Coverage Territory** is deleted and replaced by the following:

POLICY PERIOD, COVERAGE TERRITORY

This insurance applies only to “accidents” and “loss” that occur both:

- a. during the policy period shown in the Declarations or Certificate of Insurance; and
- b. within the coverage territory. The coverage territory is:
 - (1) the United States of America;
 - (2) the territories and possessions of the United States of America;
 - (3) Puerto Rico; and
 - (4) Canada.

While a covered “auto” is being transported directly from any place listed in (1) through (4) to any other such place, the coverage territory includes the place where the covered **auto** is when an “accident” or “loss” occurs.

- VII. In Section VI – **Definitions**, the definition of “accident” is deleted and replaced by the following:

“**Accident**” means an event that is unexpected and unintended from the standpoint of the “insured.” All continuous or repeated accidental exposure to substantially the same generally harmful conditions shall be deemed one and the same “accident.”

VIII. The following definitions are added to Section **VI – Definitions**:

“Lessee” means any person or organization to whom a covered “auto” is leased, rented or loaned. However, “lessee” does not include any of the following:

- a. you;
- b. if you are an individual, any business or organization in which you, your spouse, any one or more of your relatives, or any one or more members of your household, has any ownership interest;
- c. if you are not an individual, any business or organization in which you, or any one or more of your shareholders, members, owners, officers, directors, or employees has any ownership interest.

“Regularly garaged” means parked or stored on a regular basis, whether indoors or outdoors.

“Self-insurance” means any plan of risk retention in which a program, plan, or procedure, other than insurance, has been established to deal with an adverse risk.

All other policy provisions remain unchanged by this endorsement.

COMMERCIAL AUTO POLICY
NON-TRUCKING LIABILITY AND PHYSICAL DAMAGE AUTO COVERAGE

Throughout this policy the words **you** and **your** appear in **bold-faced type** and mean the person or organization shown as the **Named Insured** in Item One of the Declarations or in Item One of any applicable Certificate of Insurance.

The words **we**, **us** and **our** also appear in **bold-faced type** and refer to the company providing this insurance. Other words and phrases that appear in **bold-faced type** throughout this policy have special meaning and are defined in **PART VI - DEFINITIONS**.

The coverage provided by this policy is limited and is subject to certain conditions. **You** should read the entire policy. This policy does not provide Commercial Trucking Liability Coverage and, except where required by law, does not provide Uninsured or Underinsured Motorist Coverage, or Personal Injury Protection (no-fault) or Medical Payments ("Medpay") Coverage. The Non-Trucking Liability portion of this policy expressly excludes coverage "while the covered **auto** is being used in the business of a **lessee** or while the covered **auto** is being used to transport cargo of any type." (See PART II, C. EXCLUSIONS, 13.)

PART I - COVERED AUTOS

A. Item Two of the Declarations shows the **autos** that are covered **autos** for each of **your** coverages. The numerical symbols explained in Item Three of the Declarations describe which **autos** are covered **autos**. The symbol entered next to a coverage designate the only **autos** that are covered **autos**.

B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS

1. If symbol "51" is entered next to coverage in Item Two of the Declarations or Certificate of Insurance, then **you** already have coverage for **autos** of the type described until the policy ends.
2. If symbol "52" is entered next to a coverage in Item Two of the Declarations or Certificate of Insurance, an **auto you** acquire will be a covered **auto** for liability or physical damage coverage only if:
 - a. **we** already insure all **autos** that **you** own for that coverage and it replaces an **auto you** previously owned that had that coverage; and
 - b. **you** tell **us** within 30 days after **you** acquire it that **you** want **us** to **insure** it for that coverage; or
 - c. the **auto** is a temporary substitute **auto** that **you** are renting or leasing for a period of 30 days or less while an **auto you** own is being serviced or repaired.

PART II - LIABILITY COVERAGE FOR NON-TRUCKING USE

A. COVERAGE

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

We have the right and duty to defend any **suit** asking for those **damages**. However, **we** have no duty to defend **suits** for **bodily injury** or **property damage** not covered by this policy. **We** may investigate and settle any claim or **suit** as **we** consider appropriate. **Our** duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under B. COVERAGE EXTENSIONS, below.

1. WHO IS AN INSURED

Subject to Subpart **2.** (below), the following are **insureds**:

- a.** **You**, for any covered **auto**.
- b.** Anyone else while using with **your** permission a covered **auto you** own, hire or borrow.
- c.** Anyone else who is liable for the conduct of an **insured** but only to the extent of that liability.

2. HOWEVER, NONE OF THE FOLLOWING IS AN INSURED:

- a.** Anyone engaged in the business of transporting property for hire.
- b.** Any rail, water or air carrier or its employees or agents, other than **you** and **your** employees, for a **trailer** if the **loss** occurs while the **trailer** is detached from a covered **auto you** are using and:
 - (1)** is being transported by the carrier; or
 - (2)** is being loaded on or unloaded from any unit of transportation by the carrier.

B. COVERAGE EXTENSIONS

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

- a.** All expenses **we** incur.
- b.** Up to \$250 for the cost of bail bonds (including bonds for related traffic law violations) required because of an **accident we** cover. **We** do not have to furnish these bonds.
- c.** The cost of bonds to release attachments in any **suit we** defend, but only for bond amounts within **our** Limit of Insurance.
- d.** 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.
- e.** All court costs taxed against the **insured** in any **suit we** defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against an **insured**.
- f.** 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.

2. Minimum Conformance Provision

- a.** Any coverage legally deemed to be included in this policy, by reason of an applicable financial responsibility or insurance law or regulation of any state or government agency, shall not exceed the minimum limits required by such law or regulation.
- b.** If any provision of this Part II – Liability Coverage for Non-Trucking Use is held to be void or unenforceable under the law of any jurisdiction, for any reason, including, but not limited to, violation of statute or contravention of public policy, **we** will not pay any sum in excess of the minimum amounts required by the financial responsibility laws of such jurisdiction,

and then only after all other valid and collectible insurance available to **you** in the absence of this policy, has been exhausted.

C. EXCLUSIONS

This insurance does not apply to any of the following:

1. EXPECTED OR INTENDED INJURY

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

2. CONTRACTUAL

Liability of another which **you** assume under any contract or agreement.

3. WORKERS' COMPENSATION

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

4. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY

Bodily injury to: any employee of the **insured**, or the spouse, child, parent, brother or sister of such employee, which occurs while such employee is acting within the course and scope of employment by the **insured**.

This exclusion applies:

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

5. FELLOW EMPLOYEE

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

6. CARE, CUSTODY OR CONTROL

Property damage to property owned or transported by the **insured** or in the **insured's** care, custody or control.

7. HANDLING OF PROPERTY

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

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

8. MOVEMENT OF PROPERTY BY MECHANICAL DEVICE

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

9. OPERATIONS

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

10. COMPLETED OPERATIONS

Bodily injury or **property damage** arising out of **your** work after that work has been completed or abandoned.

In this exclusion, **your** work means:

- a. work or operations performed by **you** or on **your** behalf; and
- b. materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

- a. When all of the work called for in **your** contract has been completed.
- b. When all of the work to be done at the site has been completed if **your** contract calls for work at more than one site.
- c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as complete.

11. POLLUTION

- a. **Bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, release or escape of **pollutants**:

(1) That are, or that are contained in any property that is:

- (a) being transported or towed by, or handled for movement into, onto or from, the covered **auto**;
- (b) otherwise in the course of transit by the **insured**; or
- (c) being stored, disposed of, treated or processed in or upon the covered **auto**;

(2) before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where **they** are accepted by the **insured** for movement into or onto the covered **auto**; or

(3) after the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the **insured**.

- b. Any **loss**, cost or expense arising out of any governmental direction or request that **you** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.

Paragraph **a.(1)(c)** does not apply to fuel, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts, if:

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

Paragraphs **a.(2)** and **a.(3)** of this exclusion do not apply if:

- (a) the **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the use of a covered **auto**; and

- (b) the discharge, dispersal, release or escape of the **pollutant** is caused directly by such upset, overturn or damage.

12. WAR

Bodily injury or **property damage** due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

13. TRUCKING OR BUSINESS USE

Bodily injury or **property damage** arising out of any **accident** which occurs while the covered **auto** is being used in the business of a **lessee** or while the covered **auto** is being used to transport cargo of any type. For purposes of this exclusion the phrase "in the business of a **lessee**" means any of the following uses of the covered **auto**:

- a. used for the benefit of or to further the commercial interest of a **lessee**;
- b. used by any person or organization acting within the scope of employment by a **lessee**;
- c. used by any person or organization acting under the direction, control or dispatch of a **lessee**;
- d. used while traveling to or from any location for the purpose of picking up, delivering or transporting cargo on behalf of a **lessee**; or
- e. used while traveling between:
 - i. any location where the covered auto is **regularly garaged**, or any terminal or facility of a **lessee**, and
 - ii. any other location,for the purpose of picking up, delivering or transporting any cargo; or
- f. used while traveling from:
 - (1) any terminal or facility of a **lessee**, or
 - (2) any location at which the covered **auto** was present for the purpose of picking up, delivering or transporting cargo,to any location where the covered auto is **regularly garaged**.

14. FRAUDULENT OR DISHONEST ACTS

Bodily injury or **property damage** caused by any fraudulent or dishonest act or omission of any:

- a. **insured**;
- b. driver or operator under contract or lease to any **insured**;
- c. member of an **insured's** household;
- d. person in an **insured's** service or employment; or
- e. person or organization for the act or omission of which an **insured** may be liable.

15. PUNITIVE DAMAGES

Punitive or exemplary damages, fines, penalties, court-imposed monetary sanctions, or any other sum awarded to punish or deter conduct or misconduct.

PART III – UNINSURED / UNDERINSURED MOTORIST COVERAGE, PERSONAL INJURY PROTECTION (NO FAULT) AND MEDICAL PAYMENTS (MEDPAY) NOT COVERED

1. Uninsured/Underinsured Motorist Coverage and Personal Injury Protection (No-Fault) Coverage. This policy does not include any Uninsured or Underinsured Motorist Coverage or Personal Injury Protection (No-Fault) or Medical Payments (“Medpay”) Coverage and, by accepting this policy, **you** acknowledge that all such coverages are expressly rejected. If, by law this policy is deemed to include Uninsured or Underinsured Motorist Coverage or Personal Injury Protection (No-Fault) or Medpay Coverage then, the limits of such coverage shall not exceed the minimum required by law. Each and every exclusion which appears in Part II – Liability Coverage for Non-Trucking Use shall apply to any Uninsured Motorist Coverage, Personal Injury Protection (No-Fault) or Medpay Coverage imposed by law.

PART IV - PHYSICAL DAMAGE INSURANCE

A. COVERAGE

1. This insurance applies only to those coverages designated in Item Two of the Declarations or Item Three of the Certificate of Insurance and for which **you** have paid **us** a premium. **We** will pay for **loss** to a covered **auto** or its equipment, under:
 - a. Comprehensive Coverage: From any cause except the covered **auto's** collision with another object or its overturn.
 - b. Collision Coverage: Caused by the covered **auto's** collision with another object or its overturn.
 - c. Specified Perils Coverage:
Caused by:
 - (1) fire, lightning, explosion or implosion;
 - (2) theft;
 - (3) windstorm, hail or earthquake;
 - (4) flood;
 - (5) mischief or vandalism;
 - (6) the sinking, burning, collision or derailment of any conveyance transporting the covered **auto**.
2. Supplementary Payments
 - a. **We** will pay reasonable towing and storage charges for a covered **auto** that result from a covered **loss**, subject to the applicable physical damage deductible. The most **we** will pay for the sum of all towing and storage charges as a result of any one **accident** is the amount show for Towing and Storage Charges in the Declarations.
 - b. **We** will only pay for towing charges to a qualified service dealer nearest to the location of disablement who is qualified and capable to perform repair of the **auto**.
 - c. **We** will only pay those storage charges which are:

- (1) Due and payable at the time **we** offer payment for the **loss** to a covered **auto** in accordance with the terms and conditions of the policy.
 - (2) Due and payable at the time **we** agree to movement of a covered **auto** to another place of repair.
- d. **We** will not pay for storage charges unless the **Named Insured** has exercised reasonable diligence to minimize those costs and the duration of storage.
- e. **We** will reimburse the **Named Insured** for the new vehicle retail tax (FET) paid on a covered **auto** that sustains a covered **total loss** if:
- (1) the covered loss occurs within 12 months of the purchase date of the covered **auto**; and
 - (2) the covered **auto** was purchased, and the FET was paid, by the **Named Insured**; and
 - (3) the **total loss** was not due to theft.
- f. **We** will pay reasonable and customary charges incurred by the **Named Insured** for **Fire Services**, up to a maximum of \$1,000 for the sum of all such charges as a result of any one **accident**.

B. EXCLUSIONS

This insurance does not apply to:

1. Wear and tear, freezing, mechanical or electrical breakdown, unless caused by other **loss** covered by this policy.
2. Blowouts, punctures or other road damage to tires, unless caused by other **loss** covered by this policy.
3. **Loss** caused by declared or undeclared war or insurrection or any of their consequences.
4. **Loss** caused by the explosion of a nuclear weapon or its consequences.
5. **Loss** caused by the discharge, dispersal, release or escape of, or contact with, **pollutants**.
6. **Loss** to tape decks or other sound reproducing equipment not permanently installed in a covered **auto**.
7. **Loss** to radar detection devices.
8. **Loss** to tapes, records or other sound reproducing devices, designed for use with sound reproducing equipment.
9. **Loss** to any sound receiving equipment designed for use as a citizens band radio, two-way mobile radio or telephone, scanning monitor receiver, including antennas and other accessories, unless permanently installed in the dash or console opening normally used by the **auto** manufacturer for the installation of a radio.
10. **Loss** to any covered **auto** or its equipment, while in anyone else's possession under a written **trailer** interchange agreement. This exclusion does not apply to a loss payee; however, if **we** pay the loss payee, **you** must reimburse **us** for **our** payment.
11. Under the Comprehensive Coverage or Specified Perils Coverage to **loss** or damage due to conversion, embezzlement or secretion by any person in possession of a covered **auto** and its

equipment under a bailment, lease, conditional sale, purchase agreement, mortgage or other encumbrance.

12. **Loss** to any personal effects, tools or other property of the **Named Insured** or of any other person or organization, carried in or upon a covered **auto**.
13. **Loss** of or damage to any covered **auto** or its equipment, while operated, maintained or used by any person in violation of any state operator's license requirement or, in any event, by any person under the age of eighteen years.
14. **Loss** or damage to any covered **auto** or its equipment, while subject to any bailment, lease, conditional sale, mortgage or other encumbrance not specifically declared and described in the insurance.
15. **Loss** or damage to any covered **auto** or its equipment, while used in connection with any illegal or illicit trade or transportation.
16. **Loss** resulting from any theft committed by or on behalf of any person in the **Named Insured's** household or in the **insured's** service or employment.
17. **Loss** suffered by the **Named Insured** as a result of voluntarily parting with title or possession of the covered **auto** or its equipment, whether or not such voluntary parting resulted from any fraudulent scheme, trick, device or false pretense.
18. **Loss** due to any wrongful conversion, embezzlement or secretion by a mortgagee, vendee, lessee or other person in lawful possession of the covered property under a mortgage, conditional sale, lease or other contract of agreement, whether written or verbal.
19. **Loss** or physical damage to any covered **auto** or its equipment, when off public roads, while practicing for, testing for, or participating in a speed contest, time trials or in any kind of exhibition.
20. **Loss** due to any seizure, capture, confiscation or appropriation by any governmental authority or law enforcement agency.
21. **Loss** which occurs during the process of repossession of the covered **auto** or while the covered **auto** is in the possession, custody, or control of a person or organization who repossessed it or caused it to be repossessed.
22. **Loss** caused by any intentional, fraudulent or dishonest act or omission of any:
 - a. **insured**;
 - b. driver or operator under contract or lease to any **insured**;
 - c. member of an **insured's** household;
 - d. person in an **insured's** service or employment; or
 - e. person or organization for the act or omission of which an **insured** may be liable.

C. THE MOST WE WILL PAY FOR LOSS

1. At **our** option **we** may:
 - a. pay for, repair or replace damaged or stolen property; or
 - b. return the stolen property, at **our** expense. **We** will pay for any covered **damage** to the **auto** resulting from that theft.

- c. If **we** pay for the **loss**, **our** payment will include the applicable sales tax for the damaged or stolen property.

2. GAP Provision

This GAP Provision applies only if:

- a. a covered **auto** is subject to a **finance agreement**, and
- b. the stated amount declared for that covered **auto** in the Schedule of Autos Item Two of the Declarations, or in Item Two of the Certificate of Insurance, is equal to or greater than the outstanding **financial obligation** under that **finance agreement**, and
- c. the covered **auto** is subject to a **total loss**.

If this GAP Provision applies then, subject to **C.4.**, below, the most we will pay for **total loss** of the covered **auto** is the greater of:

- (1) the outstanding **financial obligation** under the **finance agreement** for that covered **auto** when the **total loss** occurs; or
- (2) the lesser of:
 - (a) **actual cash value** of that covered **auto** immediately before the **total loss** occurred, or
 - (b) the stated amount shown for that covered **auto** in the Schedule of Autos, Item Two of the Declarations, or in Item Two of the Certificate of Insurance.

However, if the amount described in (1), above, is greater than the amount described in (2), above, then the most **we** will pay under this GAP Provision is the amount shown for GAP coverage in the Declarations plus the amount described in (2).

- 3. If the GAP Provision, **C.2.**, does not apply then, subject to **C.4.**, below, the most **we** will pay for any other **loss** is the least of the following amounts:
 - a. The **actual cash value** of the damaged or stolen covered property immediately before the **loss** occurred. An adjustment for depreciation and physical condition will be made in determining **actual cash value**.
 - b. The cost to repair or replace covered property, but only to the extent necessary to substantially return it to its pre-**loss** appearance and functional condition. The cost to repair or replace covered property may be based on the cost to replace that property, or particular damaged parts, with other property or parts of like kind and quality. If a repair or replacement results in better than like kind or quality, **we** will not pay for the amount of the betterment.
 - c. The stated amount shown for the covered property in the Schedule of Autos in Item Two of the Declarations or Item Two of the Certificate of Insurance.
 - d. Notwithstanding **a.**, **b.**, or **c.**, above, if a covered auto owned by the **insured** suffers a **total loss** or a **constructive total loss** within one year of its purchase by that **insured**, **we** will pay the lesser of:
 - (1) the purchase price paid by the **insured** for that covered **auto** or
 - (2) the **actual cash value** of that covered auto immediately before the **total loss** or **constructive total loss** occurred.
- 4. If the stated amount shown for a covered **auto** in the Schedule of Autos, Item Two of the Declarations or Item Two of the Certificate of Insurance, is less than 80% of that covered **auto's actual cash value** at the time of **loss** to that covered **auto**, **you** will share with **us** in that **loss** as follows:

- a. the amount **we** would otherwise pay for that **loss**, as described in **C.2.** or in **3.a., b.,** and **c.,** will be reduced by multiplying it by the proportion that the stated amount shown in the Schedule of Autos, Item Two of the Declarations or Item Two of the Certificate of Insurance, bears to the **actual cash value** of the covered **auto** at the time of **loss**; and
 - b. that reduced amount will be further reduced by the **auto** damage deductible shown in the Schedule of Autos, Item Two of the Declarations or Item Three of the Certificate of Insurance; and
 - c. **we** will pay for only the amount of **loss** that remains after applying the reductions described in **a.** and **b.**
5. 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 Schedule of Autos, Item Two of the Declarations or Item Three of the Certificate of Insurance. That deductible amount applies separately to each **accident**. If more than one covered **auto** is lost or damaged as a result of the same **accident**, the deductible amount applies separately to each such covered **auto**.
6. If **we** pay either:
- a. the stated amount declared for a covered **auto** in the Schedule of Autos, Item Two of the Declarations, or in Item Two of the Certificate of Insurance, or
 - b. the **actual cash value** of a covered **auto**,
- whichever is less, then **we** may take title and possession of that covered **auto** for salvage.
7. Subject to **C.4.**, above, the most **we** will pay for any **loss** to a temporary substitute **auto** will not exceed the stated amount shown for the covered **auto** it temporarily replaces in the Schedule of Autos, Item Two of the Declarations or Item Two of the Certificate of Insurance.
8. Subject to **C.4.**, above, the most **we** will pay for any **loss** relating to a replacement vehicle covered under **PART I - COVERED AUTOS, SECTION B. AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS, Item 2.a.**, is the stated amount shown for the covered **auto** it replaced in the Schedule of Autos, Item Two of the Declarations or Item Two of the Certificate of Insurance, unless **you** tell **us** before the loss occurs what the stated amount is for the replacement vehicle.

D. LOSS PAYEE – WHO WE WILL PAY FOR LOSSES

1. If the **loss** is a **total loss**, or a **constructive total loss**, **we** will make payment jointly to the **Named Insured**, the titled owner of the covered **auto** and the **Listed Lienholder**, if any.
2. If the **loss** is neither a **total loss** nor a **constructive total loss**, **we** may make payment jointly to the **Named Insured**, the titled owner of the covered **auto** and the **Listed Lienholder**. If repairs have been completed, **we** may, in **our** sole discretion, either:
 - a. make payment jointly to the **Named Insured**, the titled owner of the covered **auto** and the person or entity who has completed the authorized repair work; or
 - b. to the **Named Insured** and the titled owner of the covered **auto**.

If the **Named Insured** signs an authorization directing **us** to pay the person or entity which has completed the authorized repair work, we may make payment solely to that person or entity.
3. Regardless of whether or not the **loss** is a **total loss**, **we** will pay any towing and/or storage costs payable under this policy directly to the **Named Insured** and/or to the person or entity which provided the covered towing and/or storage services. However if those towing and/or

storage costs have been paid by a person or entity other than the **Named Insured, we** may make payment of the covered towing and/or storage charges to that person or entity.

E. GLASS BREAKAGE - HITTING A BIRD OR ANIMAL - FALLING OBJECTS OR MISSILES

We will pay for glass breakage **loss** caused by hitting a bird or animal or by falling objects or missiles under the Comprehensive Coverage if **you** carry Comprehensive Coverage for the damaged covered **auto**. However, **you** have the option of having glass breakage caused by a covered **auto's** collision or overturn considered a **loss** under Collision Coverage.

PART V - COMMON POLICY CONDITIONS

A. LOSS CONDITION

1. APPRAISAL FOR PHYSICAL DAMAGE LOSSES

- a.** If **you** and **we** fail to agree as to the amount of **loss**, either may, within 60 days after proof of **loss** is filed, demand an appraisal of the **loss**. In such event, **you** and **we** shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the **actual cash value** and the amount of **loss** and failing to agree, shall submit the differences to the umpire. An award in writing of any two shall determine the amount of **loss**. You and we shall each pay the chosen appraiser and shall bear equally the other expenses of the appraiser and umpire.
- b.** **We** shall not be held to have waived any of **our** rights by any act relating to appraisal.

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

- a.** In the event of **accident**, claim, **suit** or **loss**, **you** must give **us** or **our** authorized representative immediate notice of the **accident** or **loss** regardless of fault or severity. Include:
 - (1)** how, when and where the **accident** or **loss** occurred;
 - (2)** the **insured's** name and address; and
 - (3)** to the extent possible, the names and addresses of any injured persons and witnesses.
- b.** Additionally, **you** and any other involved **insured** must:
 - (1)** Assume no obligation, make no payment or incur no expense without **our** consent, except at the **insured's** own cost.
 - (2)** Immediately send **us** copies of any 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)** Authorize **us** to obtain medical records or other pertinent information.
 - (5)** Submit to examination at **our** expense, by physicians of **our** choice, as often as **we** reasonably require.
- c.** If there is a **loss** to a covered **auto** or its equipment **you** must also do the following:
 - (1)** Immediately notify the police if the covered **auto** or any of its equipment is stolen.

- (2) Take all reasonable steps to protect the covered **auto** from further damage. Also keep a record of **your** expenses for consideration in the settlement of the claim.
- (3) Permit **us** to inspect the covered **auto** and records proving the **loss** before its repair or disposition.
- (4) Submit to **us** a sworn proof of **loss** within 91 days after **loss** and agree to examination under oath at **our** request as often as **we** reasonably require and give **us** a signed statement of **your** answers.
- (5) Convey title to and possession of the damaged, destroyed, or stolen property to **us** if **our** payment is based on the **total loss** or **constructive total loss** of the property.

3. 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. under Liability Coverage, **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.

4. **OUR** RIGHT TO RECOVER FROM OTHERS

If **we** make any payment, **we** are entitled to recover what **we** paid from other parties. Any person to or for whom **we** make payment must transfer to **us** his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

B. GENERAL CONDITIONS

1. BANKRUPTCY

Bankruptcy or insolvency of the **insured** or the **insured's** estate will not relieve **us** of any obligation under this policy.

2. CONCEALMENT, MISREPRESENTATION OR FRAUD

This policy shall be void if **you** or an **insured** has concealed or otherwise misrepresented any material fact, or in case of any fraud or attempted fraud regarding any matter addressed by this policy, its application and any endorsements, whether before or after a **loss**.

3. REPRESENTATIONS

By accepting this policy, **you** agree:

- a. The statements in the Declarations and Certificate of Insurance are accurate and complete;
- b. Those statements are based upon representations **you** made to **us**; and
- c. **We** have issued this policy in reliance upon **your** representations.

4. CHANGES

This policy contains all the agreements between **you** and **us**. Its terms may not be changed or waived except by endorsement issued by **us**. If a change requires a premium adjustment, **we** will adjust the premium as of the effective date of change. If **we** revise this policy form to provide more coverage without additional coverage premium charge, **your** policy will automatically provide the additional coverage as of the day the revision is effective in **your** state.

5. NO BENEFIT TO BAILEE - PHYSICAL DAMAGE COVERAGES

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee, regardless of any other provision of this policy.

6. OTHER INSURANCE

- a. For any covered **auto**, the insurance provided by this policy is excess over any other collectible insurance, whether that other insurance is described as excess, contributing, contingent, or otherwise. However, when the covered **auto** is a **trailer** which is connected to another vehicle, the liability coverage this policy provides for that **trailer** is:
- (1) Excess while it is connected to a motor vehicle **you** do not own.
 - (2) Primary while it is connected to a covered **auto you** own.
- b. When this policy and any other Coverage Form, policy or **self-insurance** covers on the same basis, either excess or primary, **we** will pay only **our** share of the covered **loss**. **Our** share is the proportion that the Limit of Insurance of **our** policy bears to the total of the applicable limits of all the Coverage Forms, policies or self insurance covering on the same basis.
- c. This condition **6.** does not apply to other insurance that is specifically issued to apply only in excess of this applicable limit of this policy.

7. POLICY PERIOD, COVERAGE TERRITORY

This insurance applies only to **accidents** and **loss** that occur both:

- a. during the policy period shown in the Declarations or Certificate of Insurance; and
- b. within the coverage territory. The coverage territory is:
- (1) the United States of America;
 - (2) the territories and possessions of the United States of America;
 - (3) Puerto Rico; and
 - (4) Canada.

While a covered **auto** is being transported directly from any place listed in (1) through (4) to any other such place, the coverage territory includes the place where the covered **auto** is when an **accident** or **loss** occurs.

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

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

9. NO ABANDONMENT

You may not abandon any covered **auto** or damaged property to **us**.

10. CANCELLATION

- a. The first **Named Insured** shown in the Declarations or Certificate of Insurance may cancel this policy by mailing or delivering to **us** advance written notice of cancellation.

- b. **We** may cancel this policy by mailing or delivering to the first **Named Insured** written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if **we** cancel for any other reason.
- c. **We** will mail or deliver **our** notice to the first **Named Insured's** last mailing address known to **us**.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, **you** may be entitled to a premium refund. If so, **we** will send **you** the refund. However, making or offering to make the refund is not a condition of cancellation. If **you** cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If **we** cancel, the refund, if any, will be computed pro rata.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

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. INSPECTIONS 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. And **we** do not warrant that conditions:

- (1) are safe or healthful; or
- (2) 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.

13. PREMIUMS

The first **Named Insured** shown in the Declarations or Certificate of Insurance:

- a. is responsible for the payment of all premiums; and
- b. will be the payee for any return premiums **we** pay.

14. TRANSFER OF **YOUR** RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without **our** written consent except in the case of death of an individual **Named Insured**. If **you** die, **your** rights and duties will be transferred to **your** legal representative. Until **your** legal representative is appointed, anyone having proper temporary custody of **your** property will have **your** rights and duties but only with respect to that property.

15. LIMIT OF INSURANCE – LIABILITY COVERAGE FOR NON-TRUCKING USE

Regardless of the number of covered **autos**, **insureds**, premiums paid, claims made, suits brought, or persons or organizations making claims or bringing suits, or the number of vehicles involved an **accident**, the most **we** will pay under Part II – LIABILITY COVERAGE FOR NON-TRUCKING USE for the sum of all **damages** resulting from any one **accident** is the Limit of Insurance for Liability Coverage shown in the Schedule of Autos, Item Two of the Declarations or Item Two of the Certificate of Insurance.

All **bodily injury** and **property damage** resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one **accident**.

Our Limit of Insurance shall be applied for the benefit of those entitled to protection in the following order:

- a. The first **Named Insured**.
- b. Executive officers, directors, stockholders, partners or employees of the first **Named Insured**.
- c. Additional **insureds** named by endorsement, and
- d. other **insureds**.

PART VI - DEFINITIONS

- A. Accident** means an event that is unexpected and unintended from the standpoint of the **insured**. All continuous or repeated accidental exposure to substantially the same generally harmful conditions shall be deemed one and the same **accident**.
- B. Actual cash value** means fair market value.
- C. Auto** means a land motor vehicle, **trailer** or semi-trailer designed for travel on public roads but does not include **mobile equipment**.
- D. Bodily injury** means physical injury, sickness or disease sustained by a person, including death resulting from any of these.
- E. Constructive total loss** means **loss** for which the sum of:
1. the cost of repair of the damage to a covered **auto** and
 2. the salvage value of that covered **auto**
- exceeds the amount declared by the **Named Insured** in the Schedule of Autos in Item Two of the Declarations or Item Two of the Certificate of Insurance.
- F. Damages** means money damages, demanded or awarded to compensate for harm. **Damages** does not include any punitive or exemplary damages, fine, penalty, monetary sanction, disgorgement or restitution of money or property, or cost of complying with equitable relief.
- G. Finance agreement** means a loan contract **you** have entered into to purchase a covered **auto**.
- H. Financial obligation** means the amount owed by **you** under a **finance agreement** at the time of **loss**, but does not include any:

1. Overdue loan payments at the time of the **loss**;
 2. Security deposits not normally returned by the lender;
 3. Cost for loan-related products, such as, but not limited to, extended warranties, Credit Life Insurance, or Health, Accident, or Disability Insurance purchased by **you**;
 4. Carry-over balance from any previous loan;
 5. Unpaid principal included in the outstanding loan balance that was not used by **you** to purchase the covered **auto**; or
 6. Unearned interest, finance charges and late fees.
- I. **Fire Services** means those services rendered by a fire department to respond to the scene of an **accident** involving a covered **auto**, extinguish a fire involving a covered **auto**, or clean up roadway debris of the covered **auto** resulting from a fire on or in a covered **auto**.
- J. **Insured** means the **Named Insured** and any person or organization qualifying as an **insured** in the "Who Is An **Insured**" provision of the applicable coverage. Except with respect to the Limit of Insurance and any rights or duties specifically assigned to the **Named Insured**, the coverage afforded applies separately to each **insured** who incurs **loss** or against whom a claim is made or **suit** is brought.
- K. **Lessee** means any person or organization to whom a **covered auto** is leased, rented or loaned. However, **lessee** does not include any of the following:
1. **you**;
 2. if **you** are an individual, any business or organization in which **you**, **your** spouse, any one or more of **your** relatives, or any one or more members of **your** household, has any ownership interest;
 3. if **you** are not an individual, any business or organization in which **you**, or any one or more of **your** shareholders, members, owners, officers, directors, or employees, has any ownership interest.
- L. **Listed Lienholder** means the holder of a lien on the covered **auto** who has been identified by the **Named Insured**, either in the application for this policy or in a writing received by **us** after the inception of this policy.
- M. **Loss** means direct and accidental loss or damage.
- N. **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment.
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises **you** own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. power cranes, shovels, loaders, diggers or drills; or
 - b. road construction or resurfacing equipment such as graders, scrapers or rollers;
 5. Vehicles not described in Paragraphs 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- a. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. cherry pickers and similar devices used to raise or lower workers.
- 6. Vehicles not described in Paragraphs 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not mobile equipment but will be considered **autos**:
 - a. Equipment designed primarily for:
 - (1) snow removal;
 - (2) road maintenance, but not construction or resurfacing; or
 - (3) street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- O. **Named Insured, you or your** mean the person or organization shown as the “**Named Insured**” in Item One of the Declarations or in Item One of an applicable Certificate of Insurance.
- P. **Pollutants** means any solid, liquid, gaseous, radioactive or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.
Waste includes materials to be recycled, reconditioned or reclaimed.
- Q. **Property damage** means damage to or destruction of tangible property, including resulting loss of use of that tangible property.
- R. **Regularly garaged** means parked or stored on a regular basis, whether indoors or outdoors.
- S. **Self-insurance** means any plan of risk retention in which a program, plan, or procedure, other than insurance, has been established to deal with an adverse risk.
- T. **Suit** means a civil proceeding alleging **damages** because of **bodily injury** or **property damage** to which this insurance applies. **Suit** includes an arbitration proceeding alleging such **damages** to which **you** must submit or do submit with **our** consent.
- U. **Total loss** means **loss** for which the sum of:
 - 1. the cost of repair of the damage to a covered **auto** and
 - 2. the salvage value of that covered **auto**
 exceeds the **actual cash value** of the covered **auto** immediately before the **loss** occurred. A covered **auto** which is stolen and not recovered will be deemed a **total loss**.
- V. **Trailer** includes a semi-trailer or a dolly used to convert a semi-trailer into a **trailer**.

COMMERCIAL AUTO POLICY

NON-TRUCKING LIABILITY AND PHYSICAL DAMAGE AUTO COVERAGE (DEALER)

Throughout this policy the words **you** and **your** appear in **bold-faced type** and mean the person or organization shown as the **Named Insured** in Item One of the Declarations or in Item One of any applicable Certificate of Insurance.

The words **we**, **us** and **our** also appear in **bold-faced type** and refer to the company providing this insurance. Other words and phrases that appear in **bold-faced type** throughout this policy have special meaning and are defined in **PART VI - DEFINITIONS**.

The coverage provided by this policy is limited and is subject to certain conditions. **You** should read the entire policy. This policy does not provide Commercial Trucking Liability Coverage and, except where required by law, does not provide Uninsured or Underinsured Motorist Coverage, or Personal Injury Protection (no-fault) or Medical Payments ("Medpay") Coverage. The Non-Trucking Liability portion of this policy expressly excludes coverage "while the covered **auto** is being used in the business of a **lessee** or while the covered **auto** is being used to transport cargo of any type." (See PART II, C. EXCLUSIONS, 13.)

PART I - COVERED AUTOS

A. Item Two of the Declarations shows the **autos** that are covered **autos** for each of **your** coverages. The numerical symbols explained in Item Three of the Declarations describe which **autos** are covered **autos**. The symbol entered next to a coverage designate the only **autos** that are covered **autos**.

B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS

1. If symbol "51" is entered next to coverage in Item Two of the Declarations or Certificate of Insurance, then **you** already have coverage for **autos** of the type described until the policy ends.
2. If symbol "52" is entered next to a coverage in Item Two of the Declarations or Certificate of Insurance, an **auto you** acquire will be a covered **auto** for liability or physical damage coverage only if:
 - a. **we** already insure all **autos** that **you** own for that coverage and it replaces an **auto you** previously owned that had that coverage; and
 - b. **you** tell **us** within 30 days after **you** acquire it that **you** want **us** to **insure** it for that coverage; or
 - c. the **auto** is a temporary substitute **auto** that **you** are renting or leasing for a period of 30 days or less while an **auto you** own is being serviced or repaired.

PART II - LIABILITY COVERAGE FOR NON-TRUCKING USE

A. COVERAGE

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

We have the right and duty to defend any **suit** asking for those **damages**. However, **we** have no duty to defend **suits** for **bodily injury** or **property damage** not covered by this policy. **We** may investigate and settle any claim or **suit** as **we** consider appropriate. **Our** duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under B. COVERAGE EXTENSIONS, below.

1. WHO IS AN INSURED

Subject to Subpart **2.** (below), the following are **insureds**:

- a.** **You**, for any covered **auto**.
- b.** Anyone else while using with **your** permission a covered **auto you** own, hire or borrow.
- c.** Anyone else who is liable for the conduct of an **insured** but only to the extent of that liability.

2. HOWEVER, NONE OF THE FOLLOWING IS AN INSURED:

- a.** Anyone engaged in the business of transporting property for hire.
- b.** Any rail, water or air carrier or its employees or agents, other than **you** and **your** employees, for a **trailer** if the **loss** occurs while the **trailer** is detached from a covered **auto you** are using and:
 - (1)** is being transported by the carrier; or
 - (2)** is being loaded on or unloaded from any unit of transportation by the carrier.

B. COVERAGE EXTENSIONS

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

- a.** All expenses **we** incur.
- b.** Up to \$250 for the cost of bail bonds (including bonds for related traffic law violations) required because of an **accident we** cover. **We** do not have to furnish these bonds.
- c.** The cost of bonds to release attachments in any **suit we** defend, but only for bond amounts within **our** Limit of Insurance.
- d.** 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.
- e.** All court costs taxed against the **insured** in any **suit we** defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against an **insured**.
- f.** 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.

2. Minimum Conformance Provision

- a.** Any coverage legally deemed to be included in this policy, by reason of an applicable financial responsibility or insurance law or regulation of any state or government agency, shall not exceed the minimum limits required by such law or regulation.
- b.** If any provision of this Part II – Liability Coverage for Non-Trucking Use is held to be void or unenforceable under the law of any jurisdiction, for any reason, including, but not limited to, violation of statute or contravention of public policy, **we** will not pay any sum in excess of the minimum amounts required by the financial responsibility laws of such jurisdiction,

and then only after all other valid and collectible insurance available to **you** in the absence of this policy, has been exhausted.

C. EXCLUSIONS

This insurance does not apply to any of the following:

1. EXPECTED OR INTENDED INJURY

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

2. CONTRACTUAL

Liability of another which **you** assume under any contract or agreement.

3. WORKERS' COMPENSATION

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

4. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY

Bodily injury to: any employee of the **insured**, or the spouse, child, parent, brother or sister of such employee, which occurs while such employee is acting within the course and scope of employment by the **insured**.

This exclusion applies:

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

5. FELLOW EMPLOYEE

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

6. CARE, CUSTODY OR CONTROL

Property damage to property owned or transported by the **insured** or in the **insured's** care, custody or control.

7. HANDLING OF PROPERTY

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

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

8. MOVEMENT OF PROPERTY BY MECHANICAL DEVICE

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

9. OPERATIONS

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

10. COMPLETED OPERATIONS

Bodily injury or **property damage** arising out of **your** work after that work has been completed or abandoned.

In this exclusion, **your** work means:

- a. work or operations performed by **you** or on **your** behalf; and
- b. materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

- a. When all of the work called for in **your** contract has been completed.
- b. When all of the work to be done at the site has been completed if **your** contract calls for work at more than one site.
- c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as complete.

11. POLLUTION

- a. **Bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, release or escape of **pollutants**:

(1) That are, or that are contained in any property that is:

- (a) being transported or towed by, or handled for movement into, onto or from, the covered **auto**;
- (b) otherwise in the course of transit by the **insured**; or
- (c) being stored, disposed of, treated or processed in or upon the covered **auto**;

(2) before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where **they** are accepted by the **insured** for movement into or onto the covered **auto**; or

(3) after the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the **insured**.

- b. Any **loss**, cost or expense arising out of any governmental direction or request that **you** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.

Paragraph **a.(1)(c)** does not apply to fuel, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts, if:

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

Paragraphs **a.(2)** and **a.(3)** of this exclusion do not apply if:

- (a) the **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the use of a covered **auto**; and

- (b) the discharge, dispersal, release or escape of the **pollutant** is caused directly by such upset, overturn or damage.

12. WAR

Bodily injury or **property damage** due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

13. TRUCKING OR BUSINESS USE

Bodily injury or **property damage** arising out of any **accident** which occurs while the covered **auto** is being used in the business of a **lessee** or while the covered **auto** is being used to transport cargo of any type. For purposes of this exclusion the phrase "in the business of a **lessee**" means any of the following uses of the covered **auto**:

- a. used for the benefit of or to further the commercial interest of a **lessee**;
- b. used by any person or organization acting within the scope of employment by a **lessee**;
- c. used by any person or organization acting under the direction, control or dispatch of a **lessee**;
- d. used while traveling to or from any location for the purpose of picking up, delivering or transporting cargo on behalf of a **lessee**; or
- e. used while traveling between:
 - i. any location where the covered auto is **regularly garaged**, or any terminal or facility of a **lessee**, and
 - ii. any other location,for the purpose of picking up, delivering or transporting any cargo; or
- f. used while traveling from:
 - (1) any terminal or facility of a **lessee**, or
 - (2) any location at which the covered **auto** was present for the purpose of picking up, delivering or transporting cargo,to any location where the covered auto is **regularly garaged**.

14. FRAUDULENT OR DISHONEST ACTS

Bodily injury or **property damage** caused by any fraudulent or dishonest act or omission of any:

- a. **insured**;
- b. driver or operator under contract or lease to any **insured**;
- c. member of an **insured's** household;
- d. person in an **insured's** service or employment; or
- e. person or organization for the act or omission of which an **insured** may be liable.

15. PUNITIVE DAMAGES

Punitive or exemplary damages, fines, penalties, court-imposed monetary sanctions, or any other sum awarded to punish or deter conduct or misconduct.

PART III – UNINSURED / UNDERINSURED MOTORIST COVERAGE, PERSONAL INJURY PROTECTION (NO FAULT) AND MEDICAL PAYMENTS (MEDPAY) NOT COVERED

1. Uninsured/Underinsured Motorist Coverage and Personal Injury Protection (No-Fault) Coverage. This policy does not include any Uninsured or Underinsured Motorist Coverage or Personal Injury Protection (No-Fault) or Medical Payments (“Medpay”) Coverage and, by accepting this policy, **you** acknowledge that all such coverages are expressly rejected. If, by law this policy is deemed to include Uninsured or Underinsured Motorist Coverage or Personal Injury Protection (No-Fault) or Medpay Coverage then, the limits of such coverage shall not exceed the minimum required by law. Each and every exclusion which appears in Part II – Liability Coverage for Non-Trucking Use shall apply to any Uninsured or Underinsured Motorist Coverage, Personal Injury Protection (No-Fault) or Medpay Coverage imposed by law.

PART IV - PHYSICAL DAMAGE INSURANCE

A. COVERAGE

1. This insurance applies only to those coverages designated in Item Two of the Declarations or Item Three of the Certificate of Insurance and for which **you** have paid **us** a premium. **We** will pay for **loss** to a covered **auto** or its equipment, under:
 - a. Comprehensive Coverage: From any cause except the covered **auto's** collision with another object or its overturn.
 - b. Collision Coverage: Caused by the covered **auto's** collision with another object or its overturn.
 - c. Specified Perils Coverage:
Caused by:
 - (1) fire, lightning, explosion or implosion;
 - (2) theft;
 - (3) windstorm, hail or earthquake;
 - (4) flood;
 - (5) mischief or vandalism;
 - (6) the sinking, burning, collision or derailment of any conveyance transporting the covered **auto**.
2. Supplementary Payments
 - a. **We** will pay reasonable towing and storage charges for a covered **auto** that result from a covered **loss**, subject to the applicable physical damage deductible. The most **we** will pay for the sum of all towing and storage charges as a result of any one **accident** is the amount shown for Towing and Storage Charges in the Declarations.
 - b. **We** will only pay for towing charges to a qualified service dealer nearest to the location of disablement who is qualified and capable to perform repair of the **auto**.
 - c. **We** will only pay those storage charges which are:

- (1) Due and payable at the time **we** offer payment for the **loss** to a covered **auto** in accordance with the terms and conditions of the policy.
 - (2) Due and payable at the time **we** agree to movement of a covered **auto** to another place of repair.
- d. **We** will not pay for storage charges unless the **Named Insured** has exercised reasonable diligence to minimize those costs and the duration of storage.
 - e. **We** will reimburse the **Named Insured** for the new vehicle retail tax (FET) paid on a covered **auto** that sustains a covered **total loss** if:
 - (1) the covered loss occurs within 12 months of the purchase date of the covered **auto**; and
 - (2) the covered **auto** was purchased, and the FET was paid, by the **Named Insured**; and
 - (3) the **total loss** was not due to theft.
 - f. **We** will pay reasonable and customary charges incurred by the **Named Insured** for **Fire Services**, up to a maximum of \$1,000 for the sum of all such charges as a result of any one **accident**.

B. EXCLUSIONS

This insurance does not apply to:

1. Wear and tear, freezing, mechanical or electrical breakdown, unless caused by other **loss** covered by this policy.
2. Blowouts, punctures or other road damage to tires, unless caused by other **loss** covered by this policy.
3. **Loss** caused by declared or undeclared war or insurrection or any of their consequences.
4. **Loss** caused by the explosion of a nuclear weapon or its consequences.
5. **Loss** caused by the discharge, dispersal, release or escape of, or contact with, **pollutants**.
6. **Loss** to tape decks or other sound reproducing equipment not permanently installed in a covered **auto**.
7. **Loss** to radar detection devices.
8. **Loss** to tapes, records or other sound reproducing devices, designed for use with sound reproducing equipment.
9. **Loss** to any sound receiving equipment designed for use as a citizens band radio, two-way mobile radio or telephone, scanning monitor receiver, including antennas and other accessories, unless permanently installed in the dash or console opening normally used by the **auto** manufacturer for the installation of a radio.
10. **Loss** to any covered **auto** or its equipment, while in anyone else's possession under a written **trailer** interchange agreement. This exclusion does not apply to a loss payee; however, if **we** pay the loss payee, **you** must reimburse **us** for **our** payment.
11. Under the Comprehensive Coverage or Specified Perils Coverage to **loss** or damage due to conversion, embezzlement or secretion by any person in possession of a covered **auto** and its

equipment under a bailment, lease, conditional sale, purchase agreement, mortgage or other encumbrance.

12. **Loss** to any personal effects, tools or other property of the **Named Insured** or of any other person or organization, carried in or upon a covered **auto**.
13. **Loss** of or damage to any covered **auto** or its equipment, while operated, maintained or used by any person in violation of any state operator's license requirement or, in any event, by any person under the age of eighteen years.
14. **Loss** or damage to any covered **auto** or its equipment, while subject to any bailment, lease, conditional sale, mortgage or other encumbrance not specifically declared and described in the insurance.
15. **Loss** or damage to any covered **auto** or its equipment, while used in connection with any illegal or illicit trade or transportation.
16. **Loss** resulting from any theft committed by or on behalf of any person in the **Named Insured's** household or in the **insured's** service or employment.
17. **Loss** suffered by the **Named Insured** as a result of voluntarily parting with title or possession of the covered **auto** or its equipment, whether or not such voluntary parting resulted from any fraudulent scheme, trick, device or false pretense.
18. **Loss** due to any wrongful conversion, embezzlement or secretion by a mortgagee, vendee, lessee or other person in lawful possession of the covered property under a mortgage, conditional sale, lease or other contract of agreement, whether written or verbal.
19. **Loss** or physical damage to any covered **auto** or its equipment, when off public roads, while practicing for, testing for, or participating in a speed contest, time trials or in any kind of exhibition.
20. **Loss** due to any seizure, capture, confiscation or appropriation by any governmental authority or law enforcement agency.
21. **Loss** which occurs during the process of repossession of the covered **auto** or while the covered **auto** is in the possession, custody, or control of a person or organization who repossessed it or caused it to be repossessed.
22. **Loss** caused by any intentional, fraudulent or dishonest act or omission of any:
 - a. **insured**;
 - b. driver or operator under contract or lease to any **insured**;
 - c. member of an **insured's** household;
 - d. person in an **insured's** service or employment; or
 - e. person or organization for the act or omission of which an **insured** may be liable.

C. THE MOST WE WILL PAY FOR LOSS

1. At **our** option **we** may:
 - a. pay for, repair or replace damaged or stolen property; or
 - b. return the stolen property, at **our** expense. **We** will pay for any covered **damage** to the **auto** resulting from that theft.

- c. If **we** pay for the **loss**, **our** payment will include the applicable sales tax for the damaged or stolen property.
- 2. Subject to **C.3.**, below, the most **we** will pay for any other **loss** is the least of the following amounts:
 - a. The **actual cash value** of the damaged or stolen covered property immediately before the **loss** occurred. An adjustment for depreciation and physical condition will be made in determining **actual cash value**.
 - b. The cost to repair or replace covered property, but only to the extent necessary to substantially return it to its pre-**loss** appearance and functional condition. The cost to repair or replace covered property may be based on the cost to replace that property, or particular damaged parts, with other property or parts of like kind and quality. If a repair or replacement results in better than like kind or quality, **we** will not pay for the amount of the betterment.
 - c. The stated amount shown for the covered property in the Schedule of Autos in Item Two of the Declarations or Item Two of the Certificate of Insurance.
 - d. Notwithstanding **a.**, **b.**, or **c.**, above, if a covered auto owned by the **insured** suffers a **total loss** or a **constructive total loss** within one year of its purchase by that **insured**, **we** will pay the lesser of:
 - (1) the purchase price paid by the **insured** for that covered **auto** or
 - (2) the **actual cash value** of that covered auto immediately before the **total loss** or **constructive total loss** occurred.
- 3. If the stated amount shown for a covered **auto** in the Schedule of Autos, Item Two of the Declarations or Item Two of the Certificate of Insurance, is less than 80% of that covered **auto's actual cash value** at the time of **loss** to that covered **auto**, **you** will share with **us** in that **loss** as follows:
 - a. the amount **we** would otherwise pay for that **loss**, as described in **C.2.a.**, **b.**, and **c.**, will be reduced by multiplying it by the proportion that the stated amount shown in the Schedule of Autos, Item Two of the Declarations or Item Two of the Certificate of Insurance, bears to the **actual cash value** of the covered **auto** at the time of **loss**; and
 - b. that reduced amount will be further reduced by the **auto** damage deductible shown in the Schedule of Autos, Item Two of the Declarations or Item Three of the Certificate of Insurance; and
 - c. **we** will pay for only the amount of **loss** that remains after applying the reductions described in **a.** and **b.**
- 4. 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 Schedule of Autos, Item Two of the Declarations or Item Three of the Certificate of Insurance. That deductible amount applies separately to each **accident**. If more than one covered **auto** is lost or damaged as a result of the same **accident**, the deductible amount applies separately to each such covered **auto**.
- 5. If **we** pay either:
 - a. the stated amount declared for a covered **auto** in the Schedule of Autos, Item Two of the Declarations, or in Item Two of the Certificate of Insurance, or
 - b. the **actual cash value** of a covered **auto**,
 whichever is less, then **we** may take title and possession of that covered **auto** for salvage.

7. Subject to **C.3.**, above, the most **we** will pay for any **loss** to a temporary substitute **auto** will not exceed the stated amount shown for the covered **auto** it temporarily replaces in the Schedule of Autos, Item Two of the Declarations or Item Two of the Certificate of Insurance.
8. Subject to **C.3.**, above, the most **we** will pay for any **loss** relating to a replacement vehicle covered under **PART I - COVERED AUTOS, SECTION B. AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS, Item 2.a.**, is the stated amount shown for the covered **auto** it replaced in the Schedule of Autos, Item Two of the Declarations or Item Two of the Certificate of Insurance, unless **you** tell **us** before the loss occurs what the stated amount is for the replacement vehicle.

D. LOSS PAYEE – WHO WE WILL PAY FOR LOSSES

1. If the **loss** is a **total loss**, or a **constructive total loss**, **we** will make payment jointly to the **Named Insured**, the titled owner of the covered **auto** and the **Listed Lienholder**, if any.
2. If the **loss** is neither a **total loss** nor a **constructive total loss**, **we** may make payment jointly to the **Named Insured**, the titled owner of the covered **auto** and the **Listed Lienholder**. If repairs have been completed, **we** may, in **our** sole discretion, either:
 - a. make payment jointly to the **Named Insured**, the titled owner of the covered **auto** and the person or entity who has completed the authorized repair work; or
 - b. to the **Named Insured** and the titled owner of the covered **auto**.

If the **Named Insured** signs an authorization directing **us** to pay the person or entity which has completed the authorized repair work, **we** may make payment solely to that person or entity.

3. Regardless of whether or not the **loss** is a **total loss**, **we** will pay any towing and/or storage costs payable under this policy directly to the **Named Insured** and/or to the person or entity which provided the covered towing and/or storage services. However if those towing and/or storage costs have been paid by a person or entity other than the **Named Insured**, **we** may make payment of the covered towing and/or storage charges to that person or entity.

E. GLASS BREAKAGE - HITTING A BIRD OR ANIMAL - FALLING OBJECTS OR MISSILES

We will pay for glass breakage **loss** caused by hitting a bird or animal or by falling objects or missiles under the Comprehensive Coverage if **you** carry Comprehensive Coverage for the damaged covered **auto**. However, **you** have the option of having glass breakage caused by a covered **auto's** collision or overturn considered a **loss** under Collision Coverage.

PART V - COMMON POLICY CONDITIONS

A. LOSS CONDITION

1. APPRAISAL FOR PHYSICAL DAMAGE LOSSES

- a. If **you** and **we** fail to agree as to the amount of **loss**, either may, within 60 days after proof of **loss** is filed, demand an appraisal of the **loss**. In such event, **you** and **we** shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the **actual cash value** and the amount of **loss** and failing to agree, shall submit the differences to the umpire. An award in writing of any two shall determine the amount of **loss**. You and we shall each pay the chosen appraiser and shall bear equally the other expenses of the appraiser and umpire.

- b. **We** shall not be held to have waived any of **our** rights by any act relating to appraisal.

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

- a. In the event of **accident**, claim, **suit** or **loss**, **you** must give **us** or **our** authorized representative immediate notice of the **accident** or **loss** regardless of fault or severity. Include:
 - (1) how, when and where the **accident** or **loss** occurred;
 - (2) the **insured's** name and address; and
 - (3) to the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, **you** and any other involved **insured** must:
 - (1) Assume no obligation, make no payment or incur no expense without **our** consent, except at the **insured's** own cost.
 - (2) Immediately send **us** copies of any 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) Authorize **us** to obtain medical records or other pertinent information.
 - (5) Submit to examination at **our** expense, by physicians of **our** choice, as often as **we** reasonably require.
- c. If there is a **loss** to a covered **auto** or its equipment **you** must also do the following:
 - (1) Immediately notify the police if the covered **auto** or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered **auto** from further damage. Also keep a record of **your** expenses for consideration in the settlement of the claim.
 - (3) Permit **us** to inspect the covered **auto** and records proving the **loss** before its repair or disposition.
 - (4) Submit to **us** a sworn proof of **loss** within 91 days after **loss** and agree to examination under oath at **our** request as often as **we** reasonably require and give **us** a signed statement of **your** answers.
 - (5) Convey title to and possession of the damaged, destroyed, or stolen property to **us** if **our** payment is based on the **total loss** or **constructive total loss** of the property.

3. 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. under Liability Coverage, **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.

4. **OUR** RIGHT TO RECOVER FROM OTHERS

If **we** make any payment, **we** are entitled to recover what **we** paid from other parties. Any person to or for whom **we** make payment must transfer to **us** his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

B. GENERAL CONDITIONS

1. BANKRUPTCY

Bankruptcy or insolvency of the **insured** or the **insured's** estate will not relieve **us** of any obligation under this policy.

2. CONCEALMENT, MISREPRESENTATION OR FRAUD

This policy shall be void if **you** or an **insured** has concealed or otherwise misrepresented any material fact, or in case of any fraud or attempted fraud regarding any matter addressed by this policy, its application and any endorsements, whether before or after a **loss**.

3. REPRESENTATIONS

By accepting this policy, **you** agree:

- a. The statements in the Declarations and Certificate of Insurance are accurate and complete;
- b. Those statements are based upon representations **you** made to **us**; and
- c. **We** have issued this policy in reliance upon **your** representations.

4. CHANGES

This policy contains all the agreements between **you** and **us**. Its terms may not be changed or waived except by endorsement issued by **us**. If a change requires a premium adjustment, **we** will adjust the premium as of the effective date of change. If **we** revise this policy form to provide more coverage without additional coverage premium charge, **your** policy will automatically provide the additional coverage as of the day the revision is effective in **your** state.

5. NO BENEFIT TO BAILEE - PHYSICAL DAMAGE COVERAGES

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee, regardless of any other provision of this policy.

6. OTHER INSURANCE

- a. For any covered **auto**, the insurance provided by this policy is excess over any other collectible insurance, whether that other insurance is described as excess, contributing, contingent, or otherwise. However, when the covered **auto** is a **trailer** which is connected to another vehicle, the liability coverage this policy provides for that **trailer** is:
 - (1) Excess while it is connected to a motor vehicle **you** do not own.
 - (2) Primary while it is connected to a covered **auto you** own.
- b. When this policy and any other Coverage Form, policy or **self-insurance** covers on the same basis, either excess or primary, **we** will pay only **our** share of the covered **loss**. **Our** share is the proportion that the Limit of Insurance of **our** policy bears to the total of the applicable limits of all the Coverage Forms, policies or self insurance covering on the same basis.
- c. This condition **6.** does not apply to other insurance that is specifically issued to apply only in excess of this applicable limit of this policy.

7. POLICY PERIOD, COVERAGE TERRITORY

This insurance applies only to **accidents** and **loss** that occur both:

- a. during the policy period shown in the Declarations or Certificate of Insurance; and
- b. within the coverage territory. The coverage territory is:
 - (1) the United States of America;
 - (2) the territories and possessions of the United States of America;
 - (3) Puerto Rico; and
 - (4) Canada.

While a covered **auto** is being transported directly from any place listed in (1) through (4) to any other such place, the coverage territory includes the place where the covered **auto** is when an **accident** or **loss** occurs.

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

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

9. NO ABANDONMENT

You may not abandon any covered **auto** or damaged property to **us**.

10. CANCELLATION

- a. The first **Named Insured** shown in the Declarations or Certificate of Insurance may cancel this policy by mailing or delivering to **us** advance written notice of cancellation.
- b. **We** may cancel this policy by mailing or delivering to the first **Named Insured** written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if **we** cancel for any other reason.
- c. **We** will mail or deliver **our** notice to the first **Named Insured's** last mailing address known to **us**.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, **you** may be entitled to a premium refund. If so, **we** will send **you** the refund. However, making or offering to make the refund is not a condition of cancellation. If **you** cancel, the refund, if any, will be computed in accordance with the customary short rate procedure. If **we** cancel, the refund, if any, will be computed pro rata.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

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. INSPECTIONS 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. And **we** do not warrant that conditions:

- (1) are safe or healthful; or
- (2) 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.

13. PREMIUMS

The first **Named Insured** shown in the Declarations or Certificate of Insurance:

- a. is responsible for the payment of all premiums; and
- b. will be the payee for any return premiums **we** pay.

14. TRANSFER OF **YOUR** RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without **our** written consent except in the case of death of an individual **Named Insured**. If **you** die, **your** rights and duties will be transferred to **your** legal representative. Until **your** legal representative is appointed, anyone having proper temporary custody of **your** property will have **your** rights and duties but only with respect to that property.

15. LIMIT OF INSURANCE – LIABILITY COVERAGE FOR NON-TRUCKING USE

Regardless of the number of covered **autos, insureds**, premiums paid, claims made, suits brought, or persons or organizations making claims or bringing suits, or the number of vehicles involved an **accident**, the most **we** will pay under Part II – LIABILITY COVERAGE FOR NON-TRUCKING USE for the sum of all **damages** resulting from any one **accident** is the Limit of Insurance for Liability Coverage shown in the Schedule of Autos, Item Two of the Declarations or Item Two of the Certificate of Insurance.

All **bodily injury** and **property damage** resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one **accident**.

Our Limit of Insurance shall be applied for the benefit of those entitled to protection in the following order:

- a. The first **Named Insured**.
- b. Executive officers, directors, stockholders, partners or employees of the first **Named Insured**.
- c. Additional **insureds** named by endorsement, and
- d. other **insureds**.

PART VI - DEFINITIONS

- A. Accident** means an event that is unexpected and unintended from the standpoint of the **insured**. All continuous or repeated accidental exposure to substantially the same generally harmful conditions shall be deemed one and the same **accident**.
- B. Actual cash value** means fair market value.
- C. Auto** means a land motor vehicle, **trailer** or semi-trailer designed for travel on public roads but does not include **mobile equipment**.
- D. Bodily injury** means physical injury, sickness or disease sustained by a person, including death resulting from any of these.
- E. Constructive total loss** means **loss** for which the sum of:
1. the cost of repair of the damage to a covered **auto** and
 2. the salvage value of that covered **auto**
- exceeds the amount declared by the **Named Insured** in the Schedule of Autos in Item Two of the Declarations or Item Two of the Certificate of Insurance.
- F. Damages** means money damages, demanded or awarded to compensate for harm. **Damages** does not include any punitive or exemplary damages, fine, penalty, monetary sanction, disgorgement or restitution of money or property, or cost of complying with equitable relief.
- G. Finance agreement** means a loan contract **you** have entered into to purchase a covered **auto**.
- H. Financial obligation** means the amount owed by **you** under a **finance agreement** at the time of **loss**, but does not include any:
1. Overdue loan payments at the time of the **loss**;
 2. Security deposits not normally returned by the lender;
 3. Cost for loan-related products, such as, but not limited to, extended warranties, Credit Life Insurance, or Health, Accident, or Disability Insurance purchased by **you**;
 4. Carry-over balance from any previous loan;
 5. Unpaid principal included in the outstanding loan balance that was not used by **you** to purchase the covered **auto**; or
 6. Unearned interest, finance charges and late fees.
- I. Fire Services** means those services rendered by a fire department to respond to the scene of an **accident** involving a covered **auto**, extinguish a fire involving a covered **auto**, or clean up roadway debris of the covered **auto** resulting from a fire on or in a covered **auto**.
- J. Insured** means the **Named Insured** and any person or organization qualifying as an **insured** in the "Who Is An **Insured**" provision of the applicable coverage. Except with respect to the Limit of Insurance and any rights or duties specifically assigned to the **Named Insured**, the coverage afforded applies separately to each **insured** who incurs **loss** or against whom a claim is made or **suit** is brought.
- K. Lessee** means any person or organization to whom a **covered auto** is leased, rented or loaned. However, **lessee** does not include any of the following:

1. **you**;
 2. if **you** are an individual, any business or organization in which **you**, **your** spouse, any one or more of **your** relatives, or any one or more members of **your** household, has any ownership interest;
 3. if **you** are not an individual, any business or organization in which **you**, or any one or more of **your** shareholders, members, owners, officers, directors, or employees, has any ownership interest.
- L. Listed Lienholder** means the holder of a lien on the covered **auto** who has been identified by the **Named Insured**, either in the application for this policy or in a writing received by **us** after the inception of this policy.
- M. Loss** means direct and accidental loss or damage.
- N. Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment.
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises **you** own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. power cranes, shovels, loaders, diggers or drills; or
 - b. road construction or resurfacing equipment such as graders, scrapers or rollers;
 5. Vehicles not described in Paragraphs **1.**, **2.**, **3.** or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. cherry pickers and similar devices used to raise or lower workers.
 6. Vehicles not described in Paragraphs **1.**, **2.**, **3.** or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not mobile equipment but will be considered **autos**:
 - a. Equipment designed primarily for:
 - (1) snow removal;
 - (2) road maintenance, but not construction or resurfacing; or
 - (3) street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- O. Named Insured, you or your** mean the person or organization shown as the “**Named Insured**” in Item One of the Declarations or in Item One of an applicable Certificate of Insurance.

- P. Pollutants** means any solid, liquid, gaseous, radioactive or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.
Waste includes materials to be recycled, reconditioned or reclaimed.
- Q. Property damage** means damage to or destruction of tangible property, including resulting loss of use of that tangible property.
- R. Regularly garaged** means parked or stored on a regular basis, whether indoors or outdoors.
- S. Self-insurance** means any plan of risk retention in which a program, plan, or procedure, other than insurance, has been established to deal with an adverse risk.
- T. Suit** means a civil proceeding alleging **damages** because of **bodily injury** or **property damage** to which this insurance applies. **Suit** includes an arbitration proceeding alleging such **damages** to which **you** must submit or do submit with **our** consent.
- U. Total loss** means **loss** for which the sum of:
1. the cost of repair of the damage to a covered **auto** and
 2. the salvage value of that covered **auto**
- exceeds the **actual cash value** of the covered **auto** immediately before the **loss** occurred. A covered **auto** which is stolen and not recovered will be deemed a **total loss**.
- V. Trailer** includes a semi-trailer or a dolly used to convert a semi-trailer into a **trailer**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COINSURANCE ENDORSEMENT

This endorsement modifies Insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM**

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

The following additional condition is added to the Section V – Truckers Conditions in the Truckers Coverage Form, Section IV – Business Auto Conditions in the Business Auto Coverage Form, and Section V – Motor Carrier Conditions in the Motor Carrier Coverage Form.

Coinsurance Penalty

A covered “auto” must be insured to at least 80% of its “actual cash value” at the time of “loss” to that covered “auto,” or you will incur a penalty.

If the stated amount limit shown for a covered “auto” in the Declarations is less than 80% of its “actual cash value” at the time of “loss” to that covered “auto,” you will share with us in the “loss” as follows:

- (1)** the amount we would otherwise pay for that “loss” as described in Part IV – Physical Damage Coverage, Section C. Limits of Insurance, will be reduced by multiplying it by the proportion that the stated amount shown in the Declarations bears to the “actual cash value” of the covered “auto” at the time of “loss”; and
- (2)** that reduced amount will be further reduced by the “auto” damage deductible shown in the Declarations; and
- (3)** we will pay for only the amount of loss that remains after applying the reductions described in **(1)** and **(2)**.

All other policy provisions remain unchanged by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

AUTO LOAN GAP COVERAGE

This endorsement modifies Insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM**

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

- I.** In the **Physical Damage Coverage** section, **C. Limits of Insurance**, is amended by the addition of the following Auto Loan GAP Coverage provision:

This Auto Loan GAP Provision applies only if:

- a.** a covered "auto" is subject to a "finance agreement," and
- b.** the stated amount declared for that covered "auto" in the Declarations is equal to or greater than the outstanding "financial obligation" under that "finance agreement," and
- c.** the covered "auto" is subject to a "total loss."

If this GAP Provision applies, the most we will pay for "total loss" of the covered "auto" is the greater of:

- (1)** the outstanding "financial obligation" under the "finance agreement" for that covered "auto" immediately before the "total loss" occurred; or
- (2)** the lesser of:
 - (a)** "actual cash value" of that covered "auto" immediately before the "total loss" occurred, or
 - (b)** the stated amount shown for that covered "auto" in the Declarations.

However, if the amount described in **(1)**, above, is greater than the amount described in **(2)**, above, then the most we will pay under this Auto Loan GAP Provision is \$20,000 plus the amount described in **(2)**.

If the Physical Damage Coverage of this policy includes a coinsurance provision, then this Auto Loan Gap provision is subject to that coinsurance provision.

- II.** The following definitions are added to Section **VI – DEFINITIONS**:

"Actual cash value" means fair market value.

“Finance agreement” means a loan contract you have entered into to purchase a covered “auto.”

“Financial obligation” means the amount owed by you under a “finance agreement” at the time of “loss,” but does not include any:

- (1) Overdue loan payments at the time of the “loss”;
- (2) Security deposits not normally returned by the lender;
- (3) Cost for loan-related products, such as, but not limited to, extended warranties, Credit Life Insurance, or Health, Accident, or Disability Insurance purchased by you;
- (4) Carry-over balance from any previous loan;
- (5) Unpaid principal included in the outstanding loan balance that was not used by you to purchase the covered “auto”; or
- (6) Unearned interest, finance charges and late fees.

“Total loss” means “loss” for which the sum of:

- (1) the cost of repair of the damage to a covered “auto” and
- (2) the salvage value of that covered “auto”

exceeds the “actual cash value” of the covered “auto” immediately before the “loss” occurred. A covered “auto” which is stolen and not recovered will be deemed a “total loss.”

All other provisions of the policy remain unchanged by this endorsement.

POLICY CHANGES – ADDITIONAL CONDITIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies Insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM**

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

The following conditions are added to Section **V – TRUCKERS CONDITIONS**:

MINIMUM CONFORMITY TO STATUTE

Any coverage legally deemed to be included in this policy, by reason of an applicable financial responsibility or insurance law or regulation of any state or government agency, shall not exceed the minimum limits required by such law or regulation.

If any provision of Section **II – LIABILITY COVERAGE** is held to be void or unenforceable under the law of any jurisdiction, for any reason, including, but not limited to, violation of statute or contravention of public policy, we will not pay any sum in excess of the minimum amounts required by the financial responsibility laws of such jurisdiction, and then only after all other valid and collectible insurance available to you in the absence of this policy, has been exhausted.

NO ABANDONMENT

You may not abandon any covered “auto” or damaged property to us.

SALVAGE – PHYSICAL DAMAGE COVERAGES

If there is “loss” to a covered “auto” or its equipment, you must convey title to and possession of the damaged, destroyed or stolen property to us if our payment is based on the “total loss” or “constructive total loss” of the property. As used in this condition:

- a. “Total loss” means “loss” for which the sum of:
 1. the cost of repair of the damage to a covered “auto” and
 2. the salvage value of that covered “auto”exceeds the “actual cash value” of the covered “auto” immediately before the “loss” occurred. A covered “auto” which is stolen and not recovered will be deemed a “total loss.”
- b. “Constructive total loss” means “loss” for which the sum of:
 1. the cost of repair of the damage to a covered “auto” and
 2. the salvage value of that covered “auto”exceeds the stated amount limit shown for that covered “auto” in the Declarations.
- c. “Actual cash value” means fair market value.

TEMPORARY SUBSTITUTE – PHYSICAL DAMAGE COVERAGES

Any payment for “loss” to a covered “auto” that you are renting or leasing for a period of 30 days or less while a covered “auto” you own is being serviced or repaired will not exceed the stated amount provided for that covered “auto” you own that is being serviced or repaired.

REPLACEMENT VEHICLE – PHYSICAL DAMAGE COVERAGES

Any payment for “loss” relating to a replacement vehicle covered under Section I – **COVERED AUTOS**, Section **B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS**, paragraph 2., will not exceed the stated amount of the replaced covered “auto” unless you tell us, before the “loss” occurs, what the stated amount is for the replacement vehicle.

All other provisions of the policy remain unchanged by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TRANSFER OF RIGHTS OF
RECOVERY AGAINST OTHERS TO US
(WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM**

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

SCHEDULE

Name Of Person(s) Or Organization(s):	
Additional Premium \$	

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

The **Transfer Of Rights Of Recovery Against Others to Us** condition does not apply to rights to recover damages from the person(s) or organization(s) shown in the Schedule. We will retain the additional premium shown above, regardless of any early termination of this endorsement or the policy.

All other provisions of the policy remain unchanged by this endorsement.

POLICY NUMBER:

**COMMERCIAL AUTO
CA 84 83 04 08**

THIS ENDORSEMENT APPLIES TO THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement applies to insurance provided under the following:

**COMMERCIAL AUTO POLICY
NON-TRUCKING LIABILITY AND PHYSICAL DAMAGE AUTO COVERAGE
NON-TRUCKING LIABILITY AND PHYSICAL DAMAGE AUTO COVERAGE (DEALER)**

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

Name of Person(s) or Organization(s):
--

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

No provision of the policy is changed by this endorsement.

POLICY CHANGES – ADDITIONAL CONDITIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies Insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM**

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

The following conditions are added to Section **V – TRUCKERS CONDITIONS**:

MINIMUM CONFORMITY TO STATUTE

Any coverage legally deemed to be included in this policy, by reason of an applicable financial responsibility or insurance law or regulation of any state or government agency, shall not exceed the minimum limits required by such law or regulation.

If any provision of Section **II – LIABILITY COVERAGE** is held to be void or unenforceable under the law of any jurisdiction, for any reason, including, but not limited to, violation of statute or contravention of public policy, we will not pay any sum in excess of the minimum amounts required by the financial responsibility laws of such jurisdiction, and then only after all other valid and collectible insurance available to you in the absence of this policy, has been exhausted.

NO ABANDONMENT

You may not abandon any covered “auto” or damaged property to us.

SALVAGE – PHYSICAL DAMAGE COVERAGES

If there is “loss” to a covered “auto” or its equipment, you must convey title to and possession of the damaged, destroyed or stolen property to us if our payment is based on the “total loss” or “constructive total loss” of the property. As used in this condition:

- a. “Total loss” means “loss” for which the sum of:
 1. the cost of repair of the damage to a covered “auto” and
 2. the salvage value of that covered “auto”exceeds the “actual cash value” of the covered “auto” immediately before the “loss” occurred. A covered “auto” which is stolen and not recovered will be deemed a “total loss.”
- b. “Constructive total loss” means “loss” for which the sum of:
 1. the cost of repair of the damage to a covered “auto” and
 2. the salvage value of that covered “auto”exceeds the stated amount limit shown for that covered “auto” in the Declarations.
- c. “Actual cash value” means fair market value.

TEMPORARY SUBSTITUTE – PHYSICAL DAMAGE COVERAGES

Any payment for “loss” to a covered “auto” that you are renting or leasing for a period of 30 days or less while a covered “auto” you own is being serviced or repaired will not exceed the stated amount provided for that covered “auto” you own that is being serviced or repaired.

REPLACEMENT VEHICLE – PHYSICAL DAMAGE COVERAGES

Any payment for “loss” relating to a replacement vehicle covered under Section I – **COVERED AUTOS**, Section **B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS**, paragraph 2., will not exceed the stated amount of the replaced covered “auto” unless you tell us, before the “loss” occurs, what the stated amount is for the replacement vehicle.

All other provisions of the policy remain unchanged by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRUCKING OR BUSINESS USE EXCLUSION CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

NON-TRUCKING LIABILITY AND PHYSICAL DAMAGE COVERAGE FORM

In **Part II – LIABILITY COVERAGE FOR NON-TRUCKING USE**, exclusion **13. TRUCKING OR BUSINESS USE** is deleted and replaced by the following:

13. TRUCKING OR BUSINESS USE

Bodily injury or **property damage** arising out of any **accident** which occurs while the covered **auto** is being used in the business of a **lessee** or while the covered **auto** is being used to transport cargo of any type. For purposes of this exclusion the phrase "in the business of a **lessee**" means any of the following uses of the covered **auto**:

- a. used for the benefit of or to further the commercial interest of a **lessee**;
- b. used by any person or organization acting within the scope of employment by a **lessee**;
- c. used by any person or organization acting under the direction, control or dispatch of a **lessee**; or
- d. used while traveling to or from any location for the purpose of picking up, delivering or transporting cargo on behalf of a **lessee**.

However, the following uses of a covered **auto** are not "in the business of a **lessee**" and this exclusion does not apply to them:

- (1) used while traveling from:
 - i. any location where the covered auto is **regularly garaged**, or
 - ii. any terminal or facility of a **lessee**,to any other location for the purpose of picking up any cargo; or
- (2) used while traveling from:
 - i. any terminal or facility of a **lessee**, or
 - ii. any location at which the covered **auto** was present for the purpose of picking up, delivering or transporting cargo,to any location where the covered auto is **regularly garaged**.

All other provisions of the policy remain unchanged by this endorsement.

COMMERCIAL AUTO

CA 84 82 04 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION AND NONRENEWAL NOTICE TO DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
NON-TRUCKING LIABILITY AND PHYSICAL DAMAGE AUTO COVERAGE FORM
NON-TRUCKING LIABILITY AND PHYSICAL DAMAGE AUTO COVERAGE FORM (DEALER)
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

In the event of cancellation or nonrenewal or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or nonrenewal or material change to:

SCHEDULE

1. Name:
2. Address:
3. Number of days advance notice:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

All other provisions of the policy remain unchanged by this endorsement.

LONG HAUL TRUCKING

FORMS LIST – EXHIBIT A

<u>NAME</u>	<u>FORM NUMBER</u>	<u>EDITION</u>
Coinsurance	CA 84 50	(04/08)
Physical Damage Changes	CA 84 51	(04/08)
Auto Loan Gap Coverage	CA 84 52	(04/08)
Punitive Damages Exclusion	CA 84 53	(04/08)
Policy Changes – Addt'l Conditions	CA 84 54	(04/08)
Non-Trucking Liability	CA 84 60	(04/08)
Waiver of Subrogation	CA 84 80	(04/08)

APPENDIX

LONG HAUL TRUCKING

LONG HAUL TRUCKING

FORMS LIST – EXHIBIT B

<u>NAME</u>	<u>FORM NUMBER</u>	<u>EDITION</u>
Physical Damage & NTL Coverage	CA 82 47	(04/08)
Physical Damage & NTL Coverage (Dealer)	CA 84 32	(04/08)
Cancellation & Nonrenewal	CA 84 82	(04/08)
Designated Insured	CA 84 83	(04/08)
Removal of NTL Exclusion 13 from main coverage form endorsement	CA 84 84	(04/08)
Removal of NTL Exclusion 13 & Affirmation of coverage from main coverage form endorsement	CA 84 85	(04/08)

APPENDIX

LONG HAUL TRUCKING

LONG HAUL TRUCKING

FORMS MEMORANDUM

Great American's Trucking Division hereby files amended forms for the Great American Long Haul Trucking Program.

Under this program, we provide a wide array of property and casualty insurance products to trucking owner-operators and small fleets.

Commercial Auto products specifically are provided to 2 trucking customers. Truckers who operate under their own federal authority and those that lease onto a motor carrier using the motor carrier's authority. This important distinction is made as a different commercial auto package is currently used for each segment.

Truckers operating under their own federal authority

This customer segment needs Primary Liability (Business Use) and Physical Damage. We currently offer this coverage using ISO based forms with company endorsements.

See Forms List *Exhibit A* for a list of modified forms.

Truckers leased onto a motor carrier using the motor carrier's authority

This customer segment needs Non-Trucking Liability (Non Business Use) and Physical Damage. We currently offer this coverage using a company filed package policy with company endorsements.

See Forms List *Exhibit B* for a list of modified forms.

This filing comprises of an update to a number of existing forms as well as the introduction of new, additional forms. All updated forms come with the original version and the changes between the two (redline).

SERFF Tracking Number: *GRTA-125671637* *State:* *Arkansas*
Filing Company: *Great American Assurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *CA AR 0805 LHTF*
TOI: *20.0 Commercial Auto* *Sub-TOI:* *20.0004 Truckers*
Product Name: *Primary Package Physical Damage Refiling*
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: GRTA-125671637 State: Arkansas
Filing Company: Great American Assurance Company State Tracking Number: EFT \$50
Company Tracking Number: CA AR 0805 LHTF
TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers
Product Name: Primary Package Physical Damage Refiling
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty
Review Status: Approved 06/16/2008

Comments:

Attachment:

AR Property & Casualty Trans..doc.pdf

Satisfied -Name: Cover Letter
Review Status: Approved 06/16/2008

Comments:

Attachment:

AR Cover Letter.doc

Satisfied -Name: Form Filing Schedule
Review Status: Approved 06/16/2008

Comments:

Attachments:

AR Form Filing Schedule.pdf

AR Form Filing Schedule Cont.pdf

Property & Casualty Transmittal Document

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

3. Group Name	Group NAIC #

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

5. Company Tracking Number	
-----------------------------------	--

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail

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

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

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

Property & Casualty Transmittal Document—

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

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

Check #:
Amount:

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

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

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.)

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
-----------	---	--

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

RATE/RULE FILING SCHEDULE

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

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

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	
-----------	---	--

Rate Increase
 Rate Decrease
 Rate Neutral (0%)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	
-----------	--	--

4a.	Rate Change by Company (As Proposed)
------------	---

Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

4b.	Rate Change by Company (As Accepted) For State Use Only
------------	--

Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

5.	Overall Rate Information (Complete for Multiple Company Filings only)
-----------	--

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

6.	Overall percentage of last rate revision	
-----------	---	--

7.	Effective Date of last rate revision	
-----------	---	--

8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	
-----------	---	--

9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
02		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
03		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	

FORM FILING SCHEDULE

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

(Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	CA AR 0805 LHTF			
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>				
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	Trucking or Business use exclusion change	CA 84 84 Ed. 04/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Trucking or Business Use exclusion change	CA 84 85 Ed. 04/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Designated Insured Endorsement	CA 84 83 Ed. 04/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Cancellation and Nonrenewal	CA 84 82 Ed. 04/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Waiver of Subrogation	CA 84 80 Ed. 04/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Policy Changes - Additional Conditions	CA 84 54 Ed. 04/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CA 84 54 Ed. 10/06	
07	Auto Loan Gap	CA 84 52 Ed. 04/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CA 84 52 Ed. 10/06	
08	Coinsurance Endorsement	CA 84 50 Ed. 04/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CA 84 50 Ed. 10/06	
09	Non Trucking Liability and Physical Damages Coverage	CA 84 32 Ed. 04/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CA 84 32 Ed. 08/05	
10	Non Trucking Liability and Physical Damage	CA 82 47 Ed. 04/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CA 82 47 Ed. 05/05	

Effective March 1, 2007

This page is informational only and do not need to be submitted with your filings!

**Notes for Form Filing Transmittal
DESCRIPTION OF ITEMS IN THE FORM FILING SCHEDULE**

FORM FILING SCHEDULE

- 1. This filing transmittal is part of Company Tracking #:** This ties all of the pages of the transmittal to the same filing. It is helpful for the state
- 2. This filing corresponds to rate/rule filing number:** Many states require that rates and forms be submitted separately due to different review procedures that are required by law. For those states, this will tie the form filing with the associated rate filing, if there is one.
- 3. Exhibit/Form Name/Description/Synopsis:** This is a list of forms being filed. **Do not refer to the body of the filing for a separate forms listing, unless allowed by state. This is required information and is required here.** The line numbers below this are to help the Departments that track the number of forms they receive.

FORM FILING SCHEDULE

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1.	This filing transmittal is part of Company Tracking #		CA AR 0805 LHTF		
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>				
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	Non-Trucking Liability	CA 84 60 Ed. 04/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CA 84 60 Ed. 10/06	
02	Punitive Damages Exclusion	CA 84 53 Ed. 04/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CA 84 53 Ed. 10/06	
03	Physical Damage Changes	CA 84 51 Ed. 04/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	Ca 84 51 Ed. 10/06	
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Effective March 1, 2007

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- 2. This filing corresponds to rate/rule filing number:** Many states require that rates and forms be submitted separately due to different review procedures that are required by law. For those states, this will tie the form filing with the associated rate filing, if there is one.
- 3. Exhibit/Form Name/Description/Synopsis:** This is a list of forms being filed. **Do not refer to the body of the filing for a separate forms listing, unless allowed by state. This is required information and is required here.** The line numbers below this are to help the Departments that track the number of forms they receive.