

SERFF Tracking Number: HART-125669746 State: Arkansas  
First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50  
Company Tracking Number: FN.02.202.2008.01-F  
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto  
Product Name: Tow Trucks and Auto Transporters Program  
Project Name/Number: On Hook and Cargo Coverage/FN.02.202.2008.01 F

## Filing at a Glance

Companies: Hartford Casualty Insurance Company, Hartford Insurance Company of the Midwest, Hartford Underwriters Insurance Company, Property and Casualty Insurance Company of Hartford, Sentinel Insurance Company Limited, Twin City Fire Insurance Company, Hartford Accident and Indemnity Company, Hartford Fire Insurance Company

Product Name: Tow Trucks and Auto Transporters Program SERFF Tr Num: HART-125669746 State: Arkansas

Product Name: Tow Trucks and Auto Transporters Program

TOI: 20.0 Commercial Auto

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 20.0001 Business Auto

Co Tr Num: FN.02.202.2008.01-F

State Status: Fees verified and received

Filing Type: Form

Co Status: Initial Filing

Reviewer(s): Betty Montesi, Llyweyia Rawlins

Authors: Deborah Daigle, Joyce

Disposition Date: 06/09/2008

Driscoll, Marilu Gonzalez, David

Logan, Sima Nizami, Angela Isaac

Date Submitted: 05/29/2008

Disposition Status: Approved

Effective Date Requested (New): 07/01/2008

Effective Date (New): 07/01/2008

Effective Date Requested (Renewal): 07/01/2008

Effective Date (Renewal): 07/01/2008

State Filing Description:

## General Information

Project Name: On Hook and Cargo Coverage

Status of Filing in Domicile: Not Filed

Project Number: FN.02.202.2008.01 F

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 06/09/2008

State Status Changed: 06/09/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

COMMERCIAL AUTO FORM & RULE FILING - TOW TRUCKS & AUTO TRANSPORTERS PROGRAM - ON HOOK AND CARGO COVERAGE FORM HA 99 35 06 08

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## Company and Contact

### Filing Contact Information

David Logan, Filing Analyst david.logan@thehartford.com  
 690 Asylum Avenue (860) 547-3792 [Phone]  
 Hartford, CT 06115 (860) 547-5941[FAX]

### Filing Company Information

Hartford Casualty Insurance Company	CoCode: 29424	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-0294398	

Hartford Insurance Company of the Midwest	CoCode: 37478	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-1008026	

Hartford Underwriters Insurance Company	CoCode: 30104	State of Domicile: Connecticut
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-1222527	

Property and Casualty Insurance Company of Hartford	CoCode: 34690	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-1276326	

Sentinel Insurance Company Limited	CoCode: 11000	State of Domicile: Connecticut
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-1552103	

Twin City Fire Insurance Company	CoCode: 29459	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property

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Hartford, CT 06115 Group Name: State ID Number:  
(860) 547-5000 ext. [Phone] FEIN Number: 06-0732738

Hartford Accident and Indemnity Company CoCode: 22357 State of Domicile: Connecticut  
690 Asylum Ave Group Code: 91 Company Type: Property  
Hartford, CT 06115 Group Name: State ID Number:  
(860) 547-5000 ext. [Phone] FEIN Number: 06-0383030

Hartford Fire Insurance Company CoCode: 19682 State of Domicile: Connecticut  
Hartford Plaza Group Code: 91 Company Type:  
690 Asylum Avenue  
Hartford, CT 06115 Group Name: State ID Number:  
(860) 547-5000 ext. [Phone] FEIN Number: 06-0383750

SERFF Tracking Number: HART-125669746 State: Arkansas  
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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hartford Casualty Insurance Company	\$50.00	05/29/2008	20557647
Hartford Insurance Company of the Midwest	\$0.00	05/29/2008	
Hartford Underwriters Insurance Company	\$0.00	05/29/2008	
Property and Casualty Insurance Company of Hartford	\$0.00	05/29/2008	
Sentinel Insurance Company Limited	\$0.00	05/29/2008	
Twin City Fire Insurance Company	\$0.00	05/29/2008	
Hartford Accident and Indemnity Company	\$0.00	05/29/2008	
Hartford Fire Insurance Company	\$0.00	05/29/2008	

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	06/09/2008	06/09/2008

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## Disposition

Disposition Date: 06/09/2008  
Effective Date (New): 07/01/2008  
Effective Date (Renewal): 07/01/2008  
Status: Approved  
Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

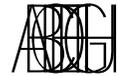
SERFF Tracking Number: HART-125669746 State: Arkansas  
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Form	On Hook and Cargo Coverage	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	On Hook and Cargo Coverage	HA 99 35 06 08	06/08	Endorsement/Amendment/Conditions		0.00	HA 99 35 06 08.pdf



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ON HOOK AND CARGO COVERAGE

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- GARAGEKEEPERS COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the policy apply to the insurance stated below.

Named Insured:
Endorsement effective:

- A.** We will pay for direct physical loss, direct physical damage, or "loss" to customers vehicles "on hook" or, carried as "cargo", or stored on your premises for ninety-six hours (96) or less; including personal effects of customers contained within a vehicle from the point of pick up to the point of destination, caused by any loss except those excluded in the Causes of Loss Exclusions below.
- B.** This coverage only applies to vehicles and personal effects, for which a fee was paid to you by the customer or by their service agreement provider.
  - 1. Property Not Covered**  
We will not pay for direct physical loss, direct physical damage, or "loss" to the following:
    - a.** Accounts, bills, bullion, currency, deeds, money, notes, securities or evidences of debt;
    - b.** aircraft or trailers;
    - c.** Stock in trade;
    - d.** Contraband or property in the course of illegal transportation or trade;
    - e.** Jewelry, precious or semi-precious stones, gold, silver, platinum or other precious metals or alloys;
    - f.** antiques and objects of art; or fur garments;
    - g.** property owned, hired by or rented to the insured;
    - h.** vehicles stored on your premises for more than ninety-six (96) hours.
  - 2. Causes of Loss Exclusions**  
We will not pay for loss or damage caused by or resulting from any of the following:
    - a.** Delay, loss of use, loss of market, or any other causes of consequential loss or damage.
    - b.** Dishonest acts by:
      - (1)** You or any of your partners;
      - (2)** Your directors, officers, or trustees;
      - (3)** Your authorized representatives or employees; or
      - (4)** Anyone, other than a carrier for hire, to whom you entrusted the

Covered Property, including their employees, for any purpose:

- a) whether acting alone or in collusion with others; and
- b) whether or not occurring during the hours of employment.
- c. Voluntary parting with any property whether or not induced to do so by any fraudulent scheme, trick, device or false pretense.
- d. Unauthorized instructions to transfer property to any person or to any place.
- e. Direct physical loss or direct physical damage caused by rain, hail, sleet, snow, sand or dust. But we will pay for if the vehicle first sustains wind damage through which the rain, hail, sleet, snow or dust enters.
- f. wear, tear, gradual deterioration, inherent vice, moths, or vermin;
- g. mysterious disappearance or any unexplained loss;
- h. bodily injury or death to any person or animal riding in or upon any vehicle while being towed or transported;
- i. liability imposed by law upon the owners of any such towed or transported vehicle;
- j. directly or indirectly due to breakdown of refrigeration equipment, regardless of the cause of breakdown;
- k. seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation of trade;
- l. strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder;
- m. discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste, materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water;
- n. War Or Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

**o. Nuclear Hazard**

(1) The explosion of any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination, however caused.

**3. ADDITIONAL COVERAGES**

In addition, we will provide you with the following coverage for loss or damages resulting from a covered cause of loss. The limits applicable in this section are in addition to the limits of insurance.

**C. DEBRIS REMOVAL**

1. We will pay your expense to remove debris of covered property caused by or resulting from a covered cause of loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 90 days of direct physical loss or damage.

2. The most we will pay under this additional coverage is \$5,000.

3. This additional coverage does not apply to costs to:

a. Extract "Pollutants" from land or water; or

b. Remove, restore or replace polluted land or water.

**D. POLLUTANT CLEAN UP AND REMOVAL**

1. Subject to the limit set forth below, we will pay your expense to extract "Pollutants" from land or water if the discharge, dispersal, seepage, migration, release or escape of the "Pollutants" is caused by or results from a covered cause of loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 90 days of the date on which the covered cause of loss occurs. This additional coverage does

not apply to costs to test for, monitor or assess the existence, concentration or effects of Pollutants". But we will pay for testing which is performed in the course of extracting the "Pollutants" from the land or water.

2. The most we will pay under this additional coverage is \$10,000 for the sum of all covered expenses arising out of covered causes of loss during the policy period.

#### **E. LIMIT OF INSURANCE**

The most we will pay for loss or damage under this Extension is the applicable limit shown in the Schedule unless otherwise stated.

#### **F. DEDUCTIBLE**

We will pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken; you shall promptly reimburse us for such part of the deductible amount as has been paid by us. Each claim for loss or damage (separately occurring) shall be adjusted separately and from the amount of each adjusted claim or the applicable limit of liability, whichever is less, the sum of \$1,000 for each vehicle and subject to a maximum deductible of \$5,000 for any one loss shall be deducted.

#### **G. SPECIAL CONDITIONS**

1. It is hereby warranted that any transportation, loading, unloading or hoisting equipment used, including, but not limited to, ropes, cables, blocks, tackle, slings or ramps, will not exceed manufacturer's guaranteed lifting or weight capacity,
2. Any act or agreement by the Insured before or after loss or damage whereby any right of the Insured to recover in whole or in part for loss or damage to property covered hereunder against any carrier, bailee or other party liable therefore, is released, impaired or lost, shall not be affected, we are not liable for any loss or damage which, without its written consent, has been settled or compromised by the Insured.

3. The Insured agrees that in the event of "loss" by immediate notification will be given to the local law enforcement.
4. Loss, if any, at the option of us, is to be adjusted with and paid to the insured for account of whom it may concern, or adjusted with and paid to the insured's customer directly.
5. This policy shall be void if assigned or transferred without the written consent of the company.
6. Notice to any Agent or knowledge possessed by any Agent or by any other persons shall not effect a waiver or a change in any part of this policy, or stop us from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

#### **H. DEFINITIONS**

1. "loss" means the burglary or robbery
2. "On Hook" means while the vehicle is under tow, including the loading and unloading of the vehicle onto the tow truck between the points of pick-up to the point of destination.
3. "Cargo" means the customer's vehicle and its contents being carried by a covered "auto" other than a tow truck, including the loading and unloading of the vehicle, between the points of pick-up to the point of destination.

*SERFF Tracking Number:*     *HART-125669746*                     *State:*                     *Arkansas*  
*First Filing Company:*     *Hartford Casualty Insurance Company, ...*     *State Tracking Number:*     *EFT \$50*  
*Company Tracking Number:*     *FN.02.202.2008.01-F*  
*TOI:*                     *20.0 Commercial Auto*                     *Sub-TOI:*                     *20.0001 Business Auto*  
*Product Name:*             *Tow Trucks and Auto Transporters Program*  
*Project Name/Number:*     *On Hook and Cargo Coverage/FN.02.202.2008.01 F*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: HART-125669746 State: Arkansas  
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## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 06/09/2008

**Comments:**

**Attachments:**

Generic PC-TD-1 2007.xlw.pdf  
Generic PC-FFS-1 2007.xlw.pdf

**Satisfied -Name:** Explanatory Memorandum **Review Status:** Approved 06/09/2008

**Comments:**

**Attachment:**

FEM for Form HA 99 35 06 08.pdf

## Property & Casualty Transmittal Document

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

<b>3. Group Name</b>	<b>Group NAIC #</b>
Hartford Financial Services Group	00914

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Hartford Fire Ins. Co.	Connecticut	00914-19682	06-0383750	
Hartford Accident & Indemnity Co.	Connecticut	00914-22357	06-0383030	
Hartford Casualty Ins.Co.	Indiana	00914-29424	06-0294398	
Hartford Underwriters Ins. Co.	Connecticut	00914-30104	06-1222527	
Twin City Fire Ins.Co.	Indiana	00914-29459	06-0732738	
Hartford Ins. Co. of the Midwest	Indiana	00914-37478	06-1008026	
Property and Casualty Ins. Company of Hartford	Indiana	00914-34690	06-1276326	
Sentinel Insurance Company, LTD	Connecticut	00914-11000	06-1552103	

<b>5. Company Tracking Number</b>	FN.02.202.2008.01
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	David Logan	Filing Analyst			david.logan
	Hartford Plaza, Hartford, CT 06115		860-547-3792	860-547-5941	@TheHartford.com

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

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

<b>9. Type of Insurance (TOI)</b>	Commercial Auto
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	Business Auto
<b>11. State Specific Product code(s)</b> (if applicable)[See State Specific Requirements]	
<b>12. Company Program Title</b> (Marketing title)	
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New: 07/01/2008    Renewal: 047/01/2008
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization</b> (if applicable)	
<b>17. Reference Organization # &amp; Title</b>	
<b>18. Company's Date of Filing</b>	
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

<b>20. This filing transmittal is part of Company Tracking #</b>	FN.02.202.2008.01
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<b>21. Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Submit for approval form HA 99 35 06 08 On Hook and Cargo Coverage as described in the attached Explanatory Memorandum. This is a new form which we propose to use effective July 1, 2008

<b>22. Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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**Check #:** N/A  
**Amount:** n/a

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

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

### FORM FILING SCHEDULE

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

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

1.	This filing transmittal is part of Company Tracking #	FN.02.202.2008.01			
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	On Hook and Cargo Coverage	HA 99 35 06 08	<input checked="" 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		

# COMMERCIAL AUTOMOBILE FORM FILING EXPLANATORY MEMORANDUM

## TOW TRUCKS AND AUTO TRANSPORTERS PROGRAM

### **On Hook and Cargo Coverage Form HA 99 35 06 08**

On Hook and Cargo Coverage, Form HA 99 35 06 08, is a new endorsement to be used on the Business Auto Coverage form, CA 00 01, Garagekeepers Coverage form CA 99 37 and Garage Coverage form, CA 00 05 to provide, on a legal liability basis, coverage to goods and articles accepted by the towing company while in the due course of transit, the process of recovery, or in temporary storage on premises up to 96 hours. Additional coverage is provided for Debris Removal - \$5,000 and Pollutant Clean Up and Removal - \$10,000.

The Tow Trucks and Auto Transporters Program related rule is being made part of a separate filing, our Filing Number, FN.02.202.2008.01 (Rule).

Prepared by:  
Gregory Scott  
Executive Underwriter  
The Hartford  
Telephone: (860) 547-9182  
FAX: (860) 757-5430  
E-mail: [greg.scott@thehartford.com](mailto:greg.scott@thehartford.com)  
May 9, 2008