Filing at a Glance

Company: 10235 - American Southern Insurance Co.

Product Name: n/a	SERFF Tr Num: ARKS-125712945	State: Arkansas
TOI: 20.0 Commercial Auto	SERFF Status: Closed	State Tr Num: #53903 $50
Sub-TOI: 20.0001 Business Auto	Co Tr Num: GLCA-0608	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins
	Author:	Disposition Date: 07/16/2008
	Date Submitted: 06/26/2008	Disposition Status: Approved
Effective Date Requested (New): 07/25/2008		Effective Date (New): 07/25/2008
Effective Date Requested (Renewal):		Effective Date (Renewal):

State Filing Description:

Forms: 24

Sent Pending letter 6/27/2008..lr

General Information

Project Name:	Status of Filing in Domicile:
Project Number:	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 07/16/2008	
State Status Changed: 06/27/2008	Deemer Date:
Corresponding Filing Tracking Number:	

Filing Description:

Company and Contact

Filing Contact Information

NA NA,	NA@NA.com

NA

NA, AR 00000

(123) 555-4567 [Phone]

Filing Company Information

10235 - American Southern Insurance Co.	CoCode: 10235	State of Domicile: Kansas
P. O. Box 723030	Group Code: 296	Company Type: Property & Casualty
Atlanta, GA 31139	Group Name:	State ID Number:
(404) 266-9599 ext. [Phone]	FEIN Number: 58-6016195	

Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	
Per Company:	No

SERFF Tracking Number:	*ARKS-125712945*	*State:*	*Arkansas*
Filing Company:	*10235 - American Southern Insurance Co.*	*State Tracking Number:*	*#53903 $50*
Company Tracking Number:	*GLCA-0608*		
TOI:	*20.0 Commercial Auto*	*Sub-TOI:*	*20.0001 Business Auto*
Product Name:	*n/a*		
Project Name/Number:	*/*		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	07/16/2008	07/16/2008

Disposition

Disposition Date: 07/16/2008

Effective Date (New): 07/25/2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*ARKS-125712945*	*State:*	*Arkansas*
Filing Company:	*10235 - American Southern Insurance Co.*	*State Tracking Number:*	*#53903 $50*
Company Tracking Number:	*GLCA-0608*		
TOI:	*20.0 Commercial Auto*	*Sub-TOI:*	*20.0001 Business Auto*
Product Name:	*n/a*		
Project Name/Number:	*/*		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	ARKS-125712945		Yes

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Review Status:

Satisfied -Name: ARKS-125712945 07/16/2008

Comments:

Attachments:

ARKS-125712945.pdf

ARKS-125712945-a.pdf

ARKS-125712945-b.pdf

Arks-125712945-c.pdf

53903

50.00

LR

Post Office Box 723030 / Atlanta, Georgia 31139 / Tel 404-266-9599 / Fax 404-266-8327

ARKS-125712945

June 25, 2008

Via Federal Express

Approved until withdrawn or revoked

JUL 16 2008

Arkansas Insurance Department

By: LR

RECEIVED

JUN 26 2008

PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

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

Attention: Mr. William R. Lacy
Director, Property and Casualty Division

RE: American Southern Insurance Company NAIC# 10235
New Commercial Automobile Liability and Physical Damage Form Filing
Company Tracking # GLCA-0608

Dear Mr. Lacy:

American Southern Insurance Company is an A- rated, Kansas domiciled, insurer, NAIC number 10235. We are licensed to do business in the State of Arkansas and wish to make an initial commercial automobile filing. The filing will be based on the ISO filing LI-CA-2007-129 (CA-2007-OCH1) with a few exceptions. Each exception will be listed and reference any supporting documentation. This filing is an expansion of business currently written through a general agent located in Ohio. We will be offering this program through the Ohio general agency utilizing their producer contacts for business written in the State of Arkansas.

We are adopting the latest ISO advisory prospective loss cost reference filing for commercial auto and filing a loss cost multiplier of 1.5873. The use of this loss cost multiplier is strictly based on underwriting logic, and the logic in using this multiplier is that it has been very successful for American Southern on other filings. Our current expenses will allow for an underwriting profit using this loss cost multiplier. We are also adopting ISO forms with the exception of the manuscript forms included in this fling.

As stated, we are filing a few exceptions to ISO including manuscript forms, a schedule rating plan, an experience rating plan, and a driver guideline plan. The schedule rating

Northcreek
3715 Northside Parkway, Building 400, 8th Floor, Atlanta, Georgia 30327

American Southern

plan allows for plus or minus 40% for liability and physical damage and the experience rating plan allows for plus 50% to minus 30% for physical damage. Please reference the attachments for copies of manuscript forms, the schedule rating plan, the experience rating plan, and the driver guideline plan.

We understand that there is a $50 filing fee for the form filing, and this fee is attached to this letter. In addition, we have attached a Property and Casualty Transmittal Document, a Form Filing Schedule, Form RF2 – Reference Filing Abstract, and an Arkansas Certificate of Compliance.

We are submitting two copies of this filing letter and the filing and ask that you return one stamped copy in the enclosed stamped, self addressed envelope.

We have proposed a July 25, 2008 start date for this program and look forward to doing business in Arkansas. If you need any additional information, please do not hesitate to contact me at 1-800-241-1172, ext 147.

Thank you very much for your assistance with this filing.

Sincerely,

Nellys Katz
Assistant Vice President

Enclosures

Page 2

AMERICAN SOUTHERN INSURANCE COMPANY
Arkansas Form Filing

Company Tracking #: GLCA-0608

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Certificate of Compliance.....46

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Effective March 1, 2007

Property & Casualty Transmittal Document

Reset Form

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
Approved until withdrawn or revoked	a. Date the filing is received:	
JUL 16 2008	b. Analyst:	
Arkansas Insurance Department	c. Disposition:	
By: LK	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 #
	American Southern Insurance Company	0587

4.	Company Name(s)	Domicile	NAIC #	FEIN #	State #
	American Southern Insurance Company	Kansas	10235	58-6016195	

RECEIVED
JUN 26 2008
PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

5.	Company Tracking Number	GLCA-0608

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

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Nellys Katz 3715 Northside Parkway, Bldg 400, 8th Floor Atlanta, GA 30327	Assistant Vice President	404-266-9599	404-266-8327	NellK@amsou.com

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

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

9.	Type of Insurance (TOI)	20.0 Commercial Auto
10.	Sub-Type of Insurance (Sub-TOI)	20.0001 Business Auto
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	Arkansas Commercial Auto
13.	Filing Type	☐ Rate/Loss Cost ☐ Rules ☐ Rates/Rules ☑ Forms ☐ Combination Rates/Rules/Forms ☐ Withdrawal ☐ Other (give description)
14.	Effective Date(s) Requested	New: July 25, 2008 Renewal:
15.	Reference Filing?	☑ Yes ☐ No
16.	Reference Organization (if applicable)	ISO
17.	Reference Organization # & Title	LI-CA-2007-129 (CA-2007-OCH1)
18.	Company's Date of Filing	June 25, 2008
19.	Status of filing in domicile	☐ Not Filed ☐ Pending ☑ Authorized ☐ Disapproved

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Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	GLCA-0608

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

View Complete Filing Description

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

Check #: 053903
Amount: $50.00

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.)**

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Effective March 1, 2007

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 #**	GLCA-0608
2.	**This filing corresponds to rate/rule filing number** (Company tracking number of rate/rule filing, if applicable)	N/A

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Commercial Lines Policy Jacket	CLJ-1 (08/96)	☑ New ☐ Replacement ☐ Withdrawn		
02	Commercial Auto Coverage Part Business Auto Declarations	JDL 190 (11)(1)-0 (01/87)	☑ New ☐ Replacement ☐ Withdrawn		
03	Punitive or Exemplary Damages Exclusion	AS 5030 09 96	☑ New ☐ Replacement ☐ Withdrawn		
04	Business Auto Physical Damage Coverage Form	AS 6000 06 96	☑ New ☐ Replacement ☐ Withdrawn		
05	Hired Auto Endorsement	AS 6001 06 96	☑ New ☐ Replacement ☐ Withdrawn		
06	Amendatory Endorsement - Auto...Exclusion of Property Damage	AS 6002 06 96	☑ New ☐ Replacement ☐ Withdrawn		
07	Amendatory Endorsement - Auto...Exclusion of Property Damage	AS 6003 06 96	☑ New ☐ Replacement ☐ Withdrawn		
08	Additional Insured Endorsement (Designated Carrier - Certified Motor Carrier as Lessee)	AS 6004 06 96	☑ New ☐ Replacement ☐ Withdrawn		
09	Additional Insured Endorsement	AS 6005 06 96	☑ New ☐ Replacement ☐ Withdrawn		
10	Driver Exclusion Endorsement (Specified Operator(s) Excluded)	AS 6006 06 96	☑ New ☐ Replacement ☐ Withdrawn		

PC FFS-1

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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 #**	GLCA-0608
2.	**This filing corresponds to rate/rule filing number** (Company tracking number of rate/rule filing, if applicable)	N/A

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
11	Radius Restriction	AS 6007 06 96	☑ New ☐ Replacement ☐ Withdrawn		
12	Truckers - Insurance for Non-Trucking Use	AS 6008 06 96	☑ New ☐ Replacement ☐ Withdrawn		
13	General Change Endorsement	AS 6009 06 96	☑ New ☐ Replacement ☐ Withdrawn		
14	Change of Auto Endorsement	AS 6010 06 96	☑ New ☐ Replacement ☐ Withdrawn		
15	Change of Auto Endorsement (For Liability Only)	AS 6011 06 96	☑ New ☐ Replacement ☐ Withdrawn		
16	Limitation of Use Endorsement	AS 6012 06 96	☑ New ☐ Replacement ☐ Withdrawn		
17	Amendatory Endorsement - Employee Exclusion	AS 6013 06 96	☑ New ☐ Replacement ☐ Withdrawn		
18	Catastrophe Limitation Endorsement (For Physical Damage)	AS 6014 06 96	☑ New ☐ Replacement ☐ Withdrawn		
19	Damage to Customer's Auto While Being Towed/Business Auto Coverage Form	AS 6015 06 96	☑ New ☐ Replacement ☐ Withdrawn		
20	Damage to Customer's Auto While Being Towed/Truckers Coverage Form	AS 6016 06 96	☑ New ☐ Replacement ☐ Withdrawn		

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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 #**	GLCA-0608
2.	**This filing corresponds to rate/rule filing number** (Company tracking number of rate/rule filing, if applicable)	N/A

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
21	Automobile Inspection Report	AS 6017 06 96	☑ New ☐ Replacement ☐ Withdrawn		
22	Arkansas Commercial Automobile - Schedule Rating Plan (Liability and Physical Damage)	AS2073AR 06 08	☑ New ☐ Replacement ☐ Withdrawn		
23	Arkansas Commercial Automobile - Experience Rating Plan (Physical Damage)	AS2077AR 06 08	☑ New ☐ Replacement ☐ Withdrawn		
24	Auto Application	AS 6019 06 96	☑ New ☐ Replacement ☐ Withdrawn		
			☐ New ☐ Replacement ☐ Withdrawn		
			☐ New ☐ Replacement ☐ Withdrawn		
			☐ New ☐ Replacement ☐ Withdrawn		
			☐ New ☐ Replacement ☐ Withdrawn		
			☐ New ☐ Replacement ☐ Withdrawn		
			☐ New ☐ Replacement ☐ Withdrawn		

PC FFS-1

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Llyweyia Rawlins

From: Nell Katz [NellK@amsou.com]
Sent: Tuesday, July 15, 2008 4:01 PM
To: Llyweyia Rawlins
Cc: jasonb@greatlakesga.com; Gary O'Neal
Subject: RE: COMMERCIAL AUTO - COMPANY TRACKING #: GLCA-0608 - AID FILING #: ARKS-125712945 - AMERICAN SOUTHERN INSURANCE COMPANY

Hello Again.....

I reviewed the form you recommended and have advised the agent that this form will have to be added on a mandatory basis for every policy to be issued in the State of Arkansas. We are ISO subscibers, and they have authority to file forms on our behalf. Therefore, it will not be necessary to request approval of this form.

I want to thank you again for being so helpful and look forward to hearing from you in the near future regarding the approval of the above referenced filing.

Regards,

FROM:
NELLYS KATZ
ASSISTANT VICE PRESIDENT
AMERICAN SOUTHERN INS. CO.
P O BOX 723030
ATLANTA, GA 31139-0030
PHONE: 404-266-9599 x 147
E-MAIL: NELLK@AMSOU.COM

"Llyweyia Rawlins" <Llyweyia.Rawlins@arkansas.gov>

07/15/2008 11:16 AM

To "Nell Katz" <NellK@amsou.com>

cc

Subject RE: COMMERCIAL AUTO - COMPANY TRACKING #: GLCA-0608 - AID FILING #: ARKS-125712945 - AMERICAN SOUTHERN INSURANCE COMPANY

Approved until withdrawn or revoked

JUL 16 2008

Arkansas Insurance Department
By:

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Hello Nell

I do understand that this form is used countrywide, but for the state of Arkansas the appraisal clause must be non binding.

Take a look at the ISO form CA 01 62 10 07 - Arkansas Changes pages 2 of 2. You might need to add this form to your policies.

Sincerely,

Llyweyia Rawlins
Certified Rate & Form Analyst
Arkansas Insurance Department
Property & Casualty
1200 W. 3rd Street
Little Rock, AR 72201-1904
(501) 371-2809 Fax 371-2748
Llyweyia.Rawlins@arkansas.gov

****

The information contained in this message, including attachments, may contain privileged or confidential information that is intended to be delivered only to the person identified above. If you are not the intended recipient, or the person responsible for delivering this message to the intended recipient, Arkansas Insurance Department requests that you immediately notify the sender and asks that you do not read the message or its attachments, and that you delete them without copying or sending them to anyone else.

-----Original Message-----
From: Nell Katz [mailto:NellK@amsou.com]
Sent: Tuesday, July 15, 2008 9:40 AM
To: Llyweyia Rawlins
Subject: COMMERCIAL AUTO - COMPANY TRACKING #: GLCA-0608 - AID FILING #: ARKS-125712945 - AMERICAN SOUTHERN INSURANCE COMPANY

Dear Ms. Rawlins,

Thank you for your review of the above referenced filing.....

I am in receipt of your letter dated 6/27/08, in which you request that we amend our Form #AS6000 - Business Auto Physical Damage Coverage Form - Page 2 - Appaisal Clause.

I am attaching a copy of ISO Form CA 00 10 03 06 - Business Auto Physical Damage Coverage Form and ask that you review page 3 of 6 - Section III - Business Auto Conditions - A. Loss Conditions - 1. Appraisal. Our form was manuscripted very similar to the ISO form, which is accepted countrywide. In fact the verbage in that particular section reads exactly the same as the verbage in our coverage form.

Would you be so kind as to review this again and advise if you feel it is still necessary to change our policy language.

Sincerely,

Nell Katz

(See attached file: _0715104036_001.pdf)

Page 11

Arkansas Insurance Department

Mike Beebe
Governor

Julie Benafield Bowman
Commissioner

June 27, 2007

Nellys Katz
American Southern Insurance
P.O. Box 723030
Atlanta, GA 31139

Re: Company Tracking#: GLCA-0608
Commercial Automobile
AID Filing#: ARKS-125712945

Dear Nellys:

In regards to your form filing, the following will need to be implemented before I can approve it.

Form: AS6000 Business Auto Physical Damage - Page 2 – Appraisal Clause
The appraisal clause(s) found in this filing should be amended to comply with Ark. Code Ann. §23- 79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

If you should have any questions or concerns, please feel free to contact me.

Sincerely,

Llyweyia Rawlins

Llyweyia Rawlins
Certified Rate and Form Analyst
Property and Casualty Division
501-371-2809 Fax 501-371-2748
Email: Llyweyia.rawlins@mail.state.ar.us

12

A STOCK COMPANY

3715 Northside Pkwy., Bldg. 400, Atlanta, Georgia 30327

COMMERCIAL LINES POLICY

THESE POLICY PROVISIONS WITH THE DECLARATIONS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THIS POLICY.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. 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.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. 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.

E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. 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 but only while acting within the scope of duties as 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.

IL 00 17 11 85

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Gail A. Lee SECRETARY

PRESIDENT

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American Southern Insurance Company

3715 Northside Pkwy., Bldg. 400, Atlanta, Georgia 30327

COMMERCIAL AUTO COVERAGE PART
TRUCKER'S AUTO DECLARATION

Renewal of Number*

POLICY NO.:

☐ "x" if part two is attached

ITEM ONE -

Named Insured and Mailing Address (No., Street, Town or City, State, ZIP Code)

Policy Period : From at 12:01 AM Standard Time at your mailing address shown above.

Form of Business: ☐ Individual ☐ Partnership ☐ Corporation ☐ Other

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

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

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

COVERAGES		COVERED AUTOS (entry of one or more of the symbols from the COVERED AUTOS Section of The Trucker's Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS		PREMIUM
LIABILITY			$		$
MEDICAL PAYMENTS			$		$
UNINSURED MOTORISTS (UM)			$		$
UNDERINSURED MOTORISTS			$		$
PHYSICAL DAMAGE	COMPREHENSIVE COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS	DED. FOR EACH COVERED AUTO	$
	SPECIFIED CAUSES OF LOSS COVERAGE			DED. FOR EACH COVERED AUTO	$
	COLLISION COVERAGE			DED. FOR EACH COVERED AUTO	$
FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE: SEE FORM AS6009(6/96 ATTACHED)				PREMIUM FOR ENDORSEMENTS	$
				ESTIMATED TOTAL PREMIUM	$

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

Auto	DESCRIPTION Year Model, Trade Name, Body Type Serial Number (S), Vehicle Identification Number (VIN)	PURCHASED Original Cost	Actual Cost & NEW(N) USED (U)	TERRITORY: Town & State Where the Covered Auto will be principally garaged
1	CA 190 (1-87)			
2				

Auto	Radius of Operation (in miles)	Business Use S=Service R=Retail C=Comm'l	Size GVW, GCW or Vehicle Seating Capacity	CLASSIFICATION Age Group	Primary Rating Factor Liab.	Primary Rating Factor Phy. Damage	Secondary Rating Factor	Code	EXCEPT FOR Towing all physical loss is payable to you and the loss payee named below as interests may appear at the time of the loss
1	CA 190 (1-87)								
2									

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES

(Absence of deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.

Covered Auto	LIABILITY Limit in Thousands	LIABILITY Premium	UNINSURED MOTORIST Limit in Thousands	UNINSURED MOTORIST Premium	UNDERINSURED MOTORIST Limit in Thousands	UNDERINSURED MOTORIST Premium	AUTO. MED. PAY. Limit in Thousands	AUTO. MED. PAY. Premium	COMPREHENSIVE Limit minus deductible shown below	COMPREHENSIVE Premium	SPEC. CAUSES OF LOSS Limit minus deductible shown below	SPEC. CAUSES OF LOSS Premium	COLLISION Limit minus deductible shown below	COLLISION Premium
1	CA 190 (1-87)													
2														
TOTAL PREMIUM			PREMIUM		PREMIUM		PREMIUM		PREMIUM		PREMIUM		PREMIUM	

Countersigned at CLEVELAND, OH

By: _____
(Authorized Representative)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

JDL 190 (11)(1)-0 (Ed. 10-98)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM

SECTION II - LIABILITY COVERAGE is changed by the addition of the following exclusion to Part B. EXCLUSIONS:

PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION

This insurance does not apply to and no duty to defend is provided by us for punitive or exemplary damages which are imposed by a court of law to punish a wrongdoer and/or to deter others from similar conduct. If a "suit" is brought against any "insured" for a claim falling within the coverages provided by this policy, seeking both compensatory and punitive or exemplary damages, then we will afford a defense to such action. We shall not have any obligation to pay for any cost, interest, supplementary payments, or damages attributable to punitive or exemplary damages.

AMERICAN SOUTHERN INSURANCE CO

AS 6000
06/96

BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION IV — DEFINITIONS.**

SECTION I — COVERED AUTOS

ITEM TWO of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL	DESCRIPTION
1 =	OWNED "AUTOS" ONLY. Only those "autos" you own. This includes those "autos" you acquire ownership of after the policy begins.
2 =	OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
3 =	OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type. This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
4 =	SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown.
5 =	HIRED "AUTOS" ONLY. Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households.

B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS

1. If symbols 1, 2 or 3 are entered next to a coverage in ITEM TWO of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.

2. But, if symbol 4 is entered next to a coverage in ITEM TWO of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:

   a. We already cover all "autos" that you own for that coverage or 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 cover it for that coverage.

SECTION II — PHYSICAL DAMAGE COVERAGE

A. COVERAGE

1. We will pay for "loss" to a covered "auto" or its equipment under:

   a. Comprehensive Coverage. From any cause except:

      (1) The covered "auto's" collision with another object; or
      (2) The covered "auto's" overturn.

   b. Specified Causes of Loss Coverage. Caused by:

      (1) Fire, lightning or explosion;
      (2) Theft;
      (3) Windstorm, hail or earthquake;
      (4) Flood;
      (5) Mischief or vandalism; or
      (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

   c. Collision Coverage. Caused by:
      (1) The covered "auto's" collision with another object; or
      (2) The covered "auto's" overturn.

2. Towing.
   We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage — Hitting a Bird or Animal —Falling Objects or Missiles.
   If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

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a. Glass breakage;
b. "Loss" caused by hitting a bird or animal; and
c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extension. We will also pay up to $15 per day to a maximum of $450 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for the transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

B. EXCLUSIONS

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

a. Nuclear Hazard.
(1) The explosion of any weapon employing atomic fission or fusion; or
(2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. 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.

2. Other Exclusions.

a. We will not pay for "loss" to any of the following:
(1) Tape decks or other sound reproducing equipment unless permanently installed in a covered "auto".
(2) Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
(3) Sound receiving equipment designed for use as a citizen's band radio, two-way mobile radio or telephone or scanning monitor receiver, including its 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.
(4) Equipment designed or used for the detection or location of radar.
(5) Loss or damage to Fire Extinguishers, Jacks, Pot Torches, Flares, Tarpaulins, Packing Materials, Chains, Load Binders, Tools or Repair Equipment, caused by Theft, Larceny, Robbery or Pilferage.

b. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
(1) Wear and tear, freezing, mechanical or electrical breakdown.
(2) Blowouts, punctures or other road damage to tires.

C. LIMIT OF INSURANCE

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. The amount stated in the Declarations or Schedule.

D. 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.

SECTION III — BUSINESS AUTO CONDITIONS

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

A. LOSS CONDITIONS

1. APPRAISAL

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value

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and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. DUTIES IN THE EVENT OF LOSS

a. In the event of "loss", you must give us or our authorized representative prompt notice of the "loss". Include:

(1) How, when and where the "loss" occurred;

(2) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at your own cost.

(2) Cooperate with us in the investigation, settlement or defense of any suit.

(3) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(4) 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.

(5) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(6) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

4. LOSS PAYMENT

At our option we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

d. Pay the stated amount of insurance or actual cash value, less the deductible amount provided, whichever is less. Such payment shall entitle the company to all salvage resulting after loss.

5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US

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

B. GENERAL CONDITIONS

1. BANKRUPTCY

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

2. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. LIBERALIZATION

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. NO BENEFIT TO BAILEE

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 Coverage Form.

5. OTHER INSURANCE

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you hire or borrow is deemed to be a covered "auto" you own.

c. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. **PREMIUM AUDIT**

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

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. **POLICY PERIOD, COVERAGE TERRITORY**

Under this Coverage Form, we cover "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

a. The United States of America;

b. The territories and possessions of the United States of America;

c. Puerto Rico; and

d. Canada.

We also cover "loss" to a covered "auto" while being transported between any of these places.

SECTION IV — DEFINITIONS

A. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads.

B. "Loss" means direct and, accidental loss or damage.

C. "Covered Auto or its equipment" means an auto described in the policy or its component parts which are attached thereto.

HIRED AUTOS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies and includes additional definitions provided under the following:

BUSINESS AUTO COVERAGE FORM
HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

ADDITIONAL DEFINITIONS – LIABILITY COVERAGE:

(1) A HIRED "AUTO" is defined as those "autos" you lease, hire, rent or borrow under a verbal or written contract, but does not include any "autos" which are SPECIFICALLY DESCRIBED "AUTOS" nor does it include any "autos" which you lease, hire, rent or borrow from any of your employees or partners or members of their households.

(2) Lease, hiring, renting or borrowing of a HIRED "AUTO" includes:

(i) operation of a HIRED "AUTO" by you or any person under your direction or control;

(ii) operation of a HIRED "AUTO" by any person, with your consent, under a state or Interstate Commerce Commission certificate of authority issued to you; or

(iii) transportation of property or passengers by a HIRED "AUTO" under a bill of lading, ticket or any agreement where you are shown as the carrier of the property or passengers.

Lease, hiring, renting or borrowing of a HIRED"AUTO" occurs even if the owner, lessor or lender of such "auto" agrees to indemnify or otherwise hold you harmless from liability in connection with such use and/or procures insurance on your behalf.

LIABILITY COVERAGE – PREMIUM BASIS:

(1) The premium basis is the "Cost of Hire" multiplied by the rate per $100 of cost of hire shown under ITEM FOUR – SCHEDULE of the DECLARATIONS. "Cost of Hire" is defined as the amount of money you pay or owe to hire, rent or lease HIRED "AUTOS". You are required to maintain auditable records of your Cost of Hire sufficient to permit us to audit your records and determine the Cost of Hire you have paid or owe during the Policy Period. Cost of Hire for borrowed "autos" or "autos" hired, rented or leased by you at below market rates, shall be adjusted to the comparable gross retail rental charge for the hire, rental or lease of such "autos". The minimum premium for "Autos" hired, rented, leased or borrowed by you and for which you do not maintain auditable records shall be 25% of the premium charged for all specifically described "Autos" insured during the Policy Period, subject to a maximum charge of the annual premium for the highest rated specifically described "Auto" insured during the Policy Period.

(2) Where the owner, lessor, or lender of the "auto" agrees to indemnify or otherwise hold you harmless unconditionally from liability and to defend you in connection with your use of a HIRED "AUTO" and procures minimum liability insurance equal to the limits of this Policy on your behalf, listing you as an insured or additional insured, the insurance premium due for your use of such "auto" shall be calculated using 15% of the rate stated for each $100 cost of hire shown under ITEM FOUR – SCHEDULE of the DECLARATIONS. The reduced rate shall only be applicable if you can produce at the time of our audit of your books and records, certificates of insurance certifying coverage and including you as an insured or additional insured with limits equal to or greater than the limits of liability of this Policy AND copies of contracts with each owner, lessor, or lender agreeing to indemnify or otherwise hold you harmless unconditionally from liability in connection with the use of such HIRED "AUTOS".

All other terms, conditions and agreements remain unchanged.

Company Name	Policy Number
	Endorsement Effective
Named Insured	Countersigned at by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy)

AS 6001
06/96

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AMENDATORY ENDORSEMENT - AUTO
EXCLUSION OF PROPERTY DAMAGE
(to property in the care, custody or control of the insured)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM

It is agreed that SECTION II - LIABILITY COVERAGE, B EXCLUSIONS, 6 CARE, CUSTODY OR CONTROL is amended to read as follows:

This insurance does not apply to any of the following:

6. CARE, CUSTODY OR CONTROL

(a) "Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.

(b) "Property damage" to property owned by the named insured.

This exclusionary clause does not apply to liability assumed under a sidetrack agreement.

All other terms, conditions and agreements of the policy shall remain unchanged.

Company Name	Policy Number
	Endorsement Effective
Named Insured	Countersigned by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

AMERICAN SOUTHERN INSURANCE COMPANY

AMENDATORY ENDORSEMENT – AUTO
EXCLUSION OF PROPERTY DAMAGE
(TO PROPERTY IN THE CARE, CUSTODY OR CONTROL OF THE INSURED)

It is agreed that SECTION II – LIABILITY COVERAGE, B. EXCLUSIONS, 6. CARE, CUSTODY OR CONTROL is amended to read as follows:

This insurance does not apply to any of the following:

6. CARE, CUSTODY OR CONTROL

(a) "Property Damage" to property owned or transported by the "insured" or in the "insured's" care, custody or control.

(b) "Property Damage" to property owned by the named insured.

This exclusionary clause does not apply to liability assumed under a sidetrack agreement.

All other terms, conditions and agreements of the policy shall remain unchanged.

Company Name	**Policy Number** **Endorsement Effective:**
Named Insured	**Countersigned by:**
	(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

AS 6003 (06/96)

ADDITIONAL INSURED ENDORSEMENT
(Designated Carrier - Certificated Motor Carrier as Lessee)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM

In consideration of payment of an additional premium of $_____, LIABILITY COVERAGE is extended to include as an additional insured , the Certificated Motor Carrier(s) shown below, while you are under a written lease to such designated, Certificated Motor Carrier; provided that:

1) such insurance applies only to accidents arising out of the ownership, maintenance or use of a covered auto; and

2) such insurance applies only to acts or omissions by you, your agents or employees while such covered auto is operating over routes and in connection with and pursuant to, permits or operating rights issued by various Motor Carrier Regulatory Bodies, to such designated, Certificated Motor Carrier and such covered auto is being used in your business; and

3) such inclusion of additional insured shall not increase our limit of liability under this policy.

DESIGNATED - CERTIFICATED MOTOR CARRIER(S)

All other terms, conditions and agreements of the policy shall remain unchanged.

Company Name	Policy Number
	Endorsement Effective
Named Insured	Countersigned by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy)

AS 6004
06/96

ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy on the inception date of the policy, or if later, on the date shown below.

In consideration of payment of the additional premium of $_____ , LIABILITY INSURANCE is extended to include the additional insured named herein, provided that:

1) such insurance applies only to the ownership, maintenance or use of a covered auto; and

2) such insurance applies only to acts or omissions by you, your agents or employees while such covered auto is being used in your business; and

3) such inclusion of additional insured shall not increase our limit of liability under this policy.

ADDITIONAL INSURED:

All other terms, conditions and agreements remain unchanged.

Company Name	Policy Number
	Endorsement Effective
Named Insured	Countersigned by

(Authorized Representative)

AS 6005
06/96

DRIVER EXCLUSION ENDORSEMENT
(Specified Operator(s) Excluded)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy effective on the inception date of the policy or as of the date shown below, if later.

This policy does not apply to any claim or loss arising from accidents or occurrences involving any covered auto while being driven or operated by:

(Name of Excluded Operator)	(Driver's License Number)	(Relationship to Named Insured)
(Name of Excluded Operator)	(Driver's License Number)	(Relationship to Named Insured)
(Name of Excluded Operator)	(Driver's License Number)	(Relationship to Named Insured)

Signed as accepted by the Named Insured, representing all insureds:

X_____ (Signature of Named Insured) _____ (Date) _____ (Witness to Signature of Named Insured)

All other terms, conditions and agreements of the policy shall remain unchanged.

Company Name	Policy Number
	Endorsement Effective
Named Insured	Countersigned by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

AS 6006
06/96

RADIUS RESTRICTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

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

(The following need to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on at 12:01 A.M. standard time, forms a part of policy No. issued to

Date

Authorized Representative

The premium for this policy is based on your telling us that certain autos will not be used for regular and frequent trips outside a mile radius of the address stated in item One of the DECLARATIONS

[X] LIABILITY INSURANCE

[ ] PHYSICAL DAMAGE INSURANCE

is changed by adding the following exclusion:

The following autos are not covered if used for regular and frequent trips outside the radius described above

THIS ENDORSEMENT DOES NOT APPLY TO REQUIRED OR MANDATORY COVERAGES UNDER ANY STATE NO-FAULT OR MOTOR VEHICLE REPARATIONS ACT

AS 6007
06/96

AMERICAN SOUTHERN INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRUCKERS – INSURANCE FOR NON-TRUCKING USE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

Endorsement Effective:_____

Named Insured:_____

Countersigned by:_____
Authorized Representative

SCHEDULE

Description of covered "auto":

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

LIABILITY COVERAGE for a covered "auto" described in the Schedule is changed as follows:

1. **The following exclusions are added:**
   This insurance does not apply to:

   a. **A covered "auto" while used to carry property in any business or while going or returning from such purpose.**
   b. **A covered "auto" while in the business of anyone to whom the "auto" is rented or while going or returning from such purpose.**

2. **WHO IS AN INSURED does not include anyone engaged in the business of transporting property by "auto" for hire who is liable for your conduct.**

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GENERAL CHANGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy on the inception date of the policy or on the date shown below.

It is agreed that the policy is changed as follows:

Additional Premium $ _____

Return Premium $ _____

All other terms, conditions and agreements remain unchanged.

Company Name	Policy Number
	Endorsement Effective
Named Insured	Countersigned at by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

AS 6009
06/96

CHANGE OF AUTO ENDORSEMENT

It is agreed that the policy CEASES to cover

Covered Auto No.	Year Model	Trade Name	Type of Body	Serial, Motor or Vehicle I.D. Number (VIN)

and that the policy EXTENDS to cover

Covered Auto No.	Year Model	Trade Name	Type of Body	Serial, Motor or VIN	Factory List Price	Actual Cost To Insured Incl. Equipment	Purchased (Mo./Yr.)	New Used

ADDED VEHICLES - Loss Payee

Auto No.	EXCEPT FOR towing all physical damage loss is payable to you and the loss payee named below as interest may appear at the time of loss.

ADDED VEHICLES - Rating Information

Covered Auto No.	Radius Operation (in miles)	Business Use s = service r = retail c = comm'l	Size GVW, GCW, or Vehicle Seating Cap.	Primary Rating Factor	Second-ary Rating Factor	Total Rating Factor	State Code	Zone Code	Terr. or Regional Zone Code	TERRITORY: Town and State where the Covered Auto will be principally garaged

Coverages	Limits of Liability	Amount Deductible	UNIT(S) ADDED		UNIT(S) DELETED	
			Annual Premium	Additional Premium	Annual Premium	Return Premium
B.I. Liab.						
P.D. Liab.						
Liab. (CSL)						
Med. Payt's.						
UM						
UIM						
PIP						
Add'l PIP						
Comprehensive						
Specified Causes of Loss						
Collision						
			Subtotal		Subtotal	
			Total			

All other terms, conditions and agreements of the policy shall remain unchanged.

Company Name	Policy Number
	Endorsement Effective
Named Insured	Countersigned at by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

AS 6010
06/96

CHANGE OF AUTO ENDORSEMENT
(For Liability Only)

It is agreed that the policy CEASES to cover

Covered Auto No.	Year Model	Trade Name	Type of Body	Serial, Motor or Vehicle I.D. Number (VIN)

and that the policy EXTENDS to cover.

Covered Auto No.	Year Model	Trade Name	Type of Body GCW or GVW Seating Capacity	Serial, Motor or VIN	Radius Operation (in miles)	*Purposes of Use	Principally Garaged in (Town or City, State)

*Purposes of Use (P & B = Pleasure and Business; C = Commercial; S = Service; R = Retail

All other terms, conditions and agreements of the policy shall remain unchanged.

Company Name	Policy Number
	Endorsement Effective
Named Insured	Countersigned at by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

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AS 6011
06/96

AMERICAN SOUTHERN INSURANCE COMPANY

LIMITATION OF USE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM

It is agreed that no coverage shall be provided under this policy at any time during which your covered auto is more than _____ miles from where the covered auto is principally garaged, as shown on this policy.

All other terms, conditions and agreements of the policy shall remain unchanged.

Company Name:	**Policy Number:** **Endorsement Effective:**
Named Insured:	**Countersigned by:**
	(Authorized Representative)

(The attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

AS 6012 (06/96)

AMERICAN SOUTHERN INSURANCE CO

AMENDATORY ENDORSEMENT - EMPLOYEE EXCLUSION

This insurance does not apply to:

Bodily Injury to you or any of your employees while occupying a covered auto and arising in the course of employment by you.

All other terms, conditions and agreements of the policy shall remain unchanged.

Company Name	Policy Number
	Endorsement Effective
Named Insured	Countersigned by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

AS 6013
06/96

AMERICAN SOUTHERN INSURANCE COMPANY

CATASTROPHE LIMITATION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM

PHYSICAL DAMAGE COVERAGE for covered autos is changed as follows:

The following limitation is added:

Under the Comprehensive and Specified Causes of Loss Coverages, the most we will pay for all damages resulting from any one loss is $1,000,000.00.

All other terms, conditions and agreements of the policy shall remain unchanged.

Company Name	Policy Number Endorsement Effective
Named Insured	Countersigned by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy)

AS 6014 (6-96)

AMERICAN SOUTHERN INSURANCE CO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DAMAGE TO CUSTOMER'S AUTO WHILE BEING TOWED

This endorsement modifies coverage found under the following coverage part:

BUSINESS AUTO COVERAGE FORM

SECTION I - COVERED AUTOS A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS is changed by adding the following:

SYMBOL 7T = Only those "autos" described in ITEM THREE of the Policy Declarations for which a Limit of Insurance and a Premium are shown in the SCHEDULE OF COVERAGE of this endorsement are covered "autos" under this endorsement. Any newly acquired "auto" as defined in Section I.B.2. and any temporary substitute for a covered "auto" under this endorsement as defined in Section I.C.3. of the Business Auto Coverage Form shall also be covered "autos" under this endorsement.

"Auto No." refers to the vehicle number and corresponding vehicle described in the SCHEDULE OF COVERED AUTOS YOU OWN of this policy.

SCHEDULE OF COVERAGE

Auto No.	Covered Auto Symbol	Limit of Insurance For Each Covered Auto			Rate	Premium Per Covered Auto
	7T	$	MINUS $	DEDUCTIBLE FOR EACH "LOSS"		$
	7T	$	MINUS $	DEDUCTIBLE FOR EACH "LOSS"		$
	7T	$	MINUS $	DEDUCTIBLE FOR EACH "LOSS"		$
	7T	$	MINUS $	DEDUCTIBLE FOR EACH "LOSS"		$
	7T	$	MINUS $	DEDUCTIBLE FOR EACH "LOSS"		$
	7T	$	MINUS $	DEDUCTIBLE FOR EACH "LOSS"		$
	7T	$	MINUS $	DEDUCTIBLE FOR EACH "LOSS"		$
	7T	$	MINUS $	DEDUCTIBLE FOR EACH "LOSS"		$
					TOTAL PREMIUM	$

The following section is added to the BUSINESS AUTO COVERAGE FORM:

SECTION VII - COVERAGE FOR DAMAGE TO CUSTOMER'S AUTO WHILE BEING TOWED

A. COVERAGE

We will pay all sums the "insured" legally must pay as damages for "loss" to an "auto" owned by a customer of yours but only while that "auto" is being transported behind or on a covered "auto" operated by you (including while being attached to or detached form the covered "auto"). This insurance only applies to "loss" caused directly by the causes of loss specified below. This insurance is subject to any Limitation of Use endorsement attached to this policy.

AS 6015
06/96

SPECIFIED CAUSES OF LOSS:

- Fire or explosion;
- Theft; or
- Mischief or vandalism
- The collision of the customer's "auto" with another object; or
- The overturn of the customer's "auto".

We have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "loss" not covered by this insurance. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance has been exhausted by payment of judgments or settlements.

1. **WHO IS AN INSURED**
   The following are "insureds" for "loss" for which insurance is provided under this endorsement.
   a. You,
   b. Your partners or employees while acting within the scope of their duties as such.

2. **COVERAGE EXTENSIONS**
   Supplementary Payments. in addition to the Limit of insurance, we will pay for the "insured":
   a. All expenses we incur.
   b. The costs of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.
   c. 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.
   d. All costs taxed against the "insured" in any "suit" we defend.
   e. 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.

B. **EXCLUSIONS**
   1. This insurance does not apply to any of the following:
      a. **Contractual Obligations.** Liability resulting from any agreement by which the "insured" accepts responsibility for "loss".
      b. **Theft.** "Loss" due to theft or conversion caused in any way by you, your employees, partners, directors or shareholders.
   2. We will not pay for "loss" to any of the following:
      a. Tape decks or other sound reproducing equipment unless permanently installed in a customer's "auto".
      b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
      c. Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories unless permanently installed in a customer's "auto" in the dash or console opening normally used by the "auto" manufacturer for the installation of a radio.

C. **LIMIT OF INSURANCE AND DEDUCTIBLE**
   1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance minus the Deductible as stated in the SCHEDULE OF COVERAGE of this endorsement for the covered "auto" transporting the customer's "auto" at the time of the "accident".

   2. To settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

All other terms, conditions and agreements remain unchanged.

POLICY NUMBER: **ENDORSEMENT EFFECTIVE:**

NAMED INSURED: **COUNTERSIGNED AT:**

BY:

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

AMERICAN SOUTHERN INSURANCE CO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DAMAGE TO CUSTOMER'S AUTO WHILE BEING TOWED

This endorsement modifies coverage found under the following coverage part:

TRUCKERS COVERAGE FORM

SECTION I - COVERED AUTOS A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS is changed by adding the following:

SYMBOL 46T = Only those "autos" described in ITEM THREE of the Policy Declarations for which a Limit of Insurance and a Premium are shown in the SCHEDULE OF COVERAGE of this endorsement are covered "autos" under this endorsement. Any newly acquired "auto" as defined in Section I.B.2. and any temporary substitute for a covered "auto" under this endorsement as defined in Section I.C.3. of the Truckers Coverage Form shall also be covered "autos" under this endorsement.

"Auto No." refers to the vehicle number and corresponding vehicle described in the SCHEDULE OF COVERED AUTOS YOU OWN of this policy.

SCHEDULE OF COVERAGE

Auto No.	Covered Auto Symbol	Limit of Insurance For Each Covered Auto			Rate	Premium Per Covered Auto
	46T	$	MINUS $	DEDUCTIBLE FOR EACH "LOSS"		$
	46T	$	MINUS $	DEDUCTIBLE FOR EACH "LOSS"		$
	46T	$	MINUS $	DEDUCTIBLE FOR EACH "LOSS"		$
	46T	$	MINUS $	DEDUCTIBLE FOR EACH "LOSS"		$
	46T	$	MINUS $	DEDUCTIBLE FOR EACH "LOSS"		$
	46T	$	MINUS $	DEDUCTIBLE FOR EACH "LOSS"		$
	46T	$	MINUS $	DEDUCTIBLE FOR EACH "LOSS"		$
	46T	$	MINUS $	DEDUCTIBLE FOR EACH "LOSS"		$
					TOTAL PREMIUM	$

The following section is added to the TRUCKERS COVERAGE FORM:

SECTION VII - COVERAGE FOR DAMAGE TO CUSTOMER'S AUTO WHILE BEING TOWED

A. COVERAGE

We will pay all sums the "insured" legally must pay as damages for "loss" to an "auto" owned by a customer of yours but only while that "auto" is being transported behind or on a covered "auto" operated by you (including while being attached to or detached form the covered "auto"). This insurance only applies to "loss" caused directly by the causes of loss specified below. This insurance is subject to any Limitation of Use endorsement attached to this policy.

SPECIFIED CAUSES OF LOSS:

- Fire or explosion;
- Theft; or
- Mischief or vandalism
- The collision of the customer's "auto" with another object; or
- The overturn of the customer's "auto".

We have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "loss" not covered by this insurance. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance has been exhausted by payment of judgments or settlements.

1. **WHO IS AN INSURED**
   The following are "insureds" for "loss" for which insurance is provided under this endorsement.
   a. You,
   b. Your partners or employees while acting within the scope of their duties as such.

2. **COVERAGE EXTENSIONS**
   Supplementary Payments. in addition to the Limit of insurance, we will pay for the "insured":
   a. All expenses we incur.
   b. The costs of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.
   c. 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.
   d. All costs taxed against the "insured" in any "suit" we defend.
   e. 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.

B. **EXCLUSIONS**
   1. This insurance does not apply to any of the following:
      a. **Contractual Obligations.** Liability resulting from any agreement by which the "insured" accepts responsibility for "loss".
      b. **Theft.** "Loss" due to theft or conversion caused in any way by you, your employees, partners, directors or shareholders.
   2. We will not pay for "loss" to any of the following:
      a. Tape decks or other sound reproducing equipment unless permanently installed in a customer's "auto".
      b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
      c. Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories unless permanently installed in a customer's "auto" in the dash or console opening normally used by the "auto" manufacturer for the installation of a radio.

C. **LIMIT OF INSURANCE AND DEDUCTIBLE**
   1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance minus the Deductible as stated in the SCHEDULE OF COVERAGE of this endorsement for the covered "auto" transporting the customer's "auto" at the time of the "accident".

   2. To settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

All other terms, conditions and agreements remain unchanged.

POLICY NUMBER: **ENDORSEMENT EFFECTIVE:**

NAMED INSURED: **COUNTERSIGNED AT:**

BY:

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

AUTOMOBILE INSPECTION REPORT

NAME OF INSURED: POLICY NO.:

ADDRESS:

Description of the automobile and/or trailer inspected:-

YEAR	TRADE NAME	STYLE OF BODY	LOAD CAPACITY	MOTOR OR SERIAL NO.	NO. CYLINDERS

Are the following items in good condition and functional? Please check Yes or No block and comment if necessary on Items 1 through 10.

	YES	NO	COMMENTS
1. Speedometer	[ ]	[ ]	
2. Horn	[ ]	[ ]	
3. Windshield Wipers	[ ]	[ ]	
4. Mirrors	[ ]	[ ]	
5. Headlights	[ ]	[ ]	
6. Tail Lights	[ ]	[ ]	
7. Stop Lights	[ ]	[ ]	
8. Turn Signals	[ ]	[ ]	
9. Steering	[ ]	[ ]	
10. Brakes	[ ]	[ ]	

11. What is condition of tires? (If unsatisfactory, indicate which ones and condition.)

12. Condition of windows. If any unsatisfactory (cracked, broken, etc), indicate which ones and condition.

13. What is general mechanical condition?

14. What is general appearance of body as to paint upkeep, etc.?

15. Does auto appear properly greased?

16. In addition to any defects disclosed above, what changes or repairs are necessary to place the vehicle in safe driving condition.

I hereby certify the answers and statements to the above are correct and are made after inspection of this vehicle by:

(NAME OF GARAGE)

(DATE INSPECTED)

(SIGNATURE OF PROPRIETOR OR MECHANIC)

AS 6017

AMERICAN SOUTHERN INSURANCE COMPANY

COMMERCIAL AUTO LIABILITY SCHEDULE RATING PLAN
COMMERICAL AUTO PHYSICAL DAMAGE SCHEDULE RATING PLAN

ARKANSAS

Local or Intermediate Truckers Program
Schedule Rating Plan
For
Liability And Physical Damage

Eligibility requirements:

For a risk with one or more units, the Company's rates for the risk may be modified in accordance with the following schedule rating tables:

Risk Characteristics	Cr/Dr Range
Management a. Years Experience in Business	5% to 5%
b. Cooperation with Insurance Company	5% to 5%
c. Financial Condition of Risk	5% to 5%
Drivers a. Hiring Practices: Application required, references and prior employers checked pre-employment physicals, motor vehicle records checked, testing of vehicle familiarity and driving ability, owner-operator drivers.	10% to 15%
b. Training: Road operation, ICC or special requirements where applicable, special handling of materials when required, driver vehicle checkout.	5% to 5%
c. Basis of Remuneration: Per mile, trip load or weight, hourly rate, percentage or gross of revenue	5% to 5%
d. Defensive Driving/Accident Prevention Courses: Driver participation/completion.	10% to 0%
e. Stability of Employment Turnover percentage of part-time employees	10% to 15%
f. Source of Applicants: Employee referral, employment agencies, driving schools, other.	5% to 5%
Equipment a. Suitability for insured's operations	10% to 10%
b. Condition and Safety of Equipment	5% to 5%
c. Maintenance: Scheduled inspections and servicing driver vehicle condition reports, repair and service facilities utilized.	5% to 10%
Loss Control a. Safety Director: Experienced, full or part time position, defined scope of duties management backing , time in position	5% to 15%
b. Program: Periodic meetings with drivers, use of constructive safety literature, award/penalty procedure.	5% to 5%
c. Accident Investigation: All accidents reported to insured, all accidents investigated by insured, accident analysis by trained personnel, accident analysis reviewed with driver involved and corrective action taken.	5% to 10%
d. Geographical Peculiarities: Regular and frequent operation in geographical territories not contemplated in rating location of the risk	10% to 15%

Maximum Schedule Rating of +/- 40%
Apply separately to:
LIABILITY and PHYSICAL DAMAGE

AMERICAN SOUTHERN INSURANCE COMPANY

COMMERCIAL AUTO PHYSICAL DAMAGE EXPERIENCE RATING PLAN

ARKANSAS

Local or Intermediate Truckers Program

Experience Rating Plan
for
Physical Damage

Eligibility Requirements:

Any risk may be eligible for the application of experience rating for physical damage using the provisions of the following table:

LOSS RATIO FOR NOT MORE THAN THREE PREVIOUS YEARS (INCURRED LOSSES TO EARNED PREMIUMS)	RANGE OF MODIFICATION		
	CREDIT		DEBIT
0 – 10%	30%	To	0
11 – 25%	20%	To	0
26 – 34%	10%	To	0
35 – 54%	5%	To	0
55 – 60%	0	To	10%
51 – 70%	0	To	15%
71 – 80%	0	To	20%
81 – 90%	0	To	30%
91 – 100%	0	To	40%
OVER 100%	0	TO	50%

American Southern INSURANCE COMPANIES

Commercial Auto Application

Policy Period Desired _____

Section I *** State supplements are attached if required by the governing state. ***

1. Name of Insured _____
2. Address of Insured _____
3. Insured is: ☐ Individual ☐ Partnership ☐ Corporation
4. Describe business / operations _____
5. Years operating this business _____
   Have you ever operated under another name? ☐ Yes ☐ No
   If Yes, what was the name of that operation? _____
   Do you own or operate any other business now? ☐ Yes ☐ No
   If Yes, describe _____
   If this is a new venture, where did you get your experience? _____
6. Gross receipts last year _____ Estimate for coming year _____

Section II - Description of Operations

7. A. Vehicles operate as: ☐ Private Carrier ☐ Common Carrier ☐ Contract Hauler
   B. Are vehicles used for: ☐ Wholesale or ☐ Retail delivery?
   C. For whom do you haul? _____
   D. Do you haul exclusively for one concern? _____
   E. Are you leased to another carrier? ☐ Yes ☐ No.
   F. Do you haul your own cargo exclusively? ☐ Yes ☐ No. If No, who owns it? _____
8. List all types of cargo hauled. Also itemize type of cargo per vehicle on vehicle schedule (Section V) _____
9. Do you have authority to transport:
   (a) Oil or hazardous substances? ☐ Yes ☐ No
   (b) Hazardous materials or wastes? ☐ Yes ☐ No
10. Do you backhaul? ☐ Yes ☐ No. If yes, what is hauled? _____

Section III - Area of Operations

11. Define normal areas of operations _____
12. Do you operate over a regular route? ☐ Yes ☐ No. If Yes, describe _____
13. List all states that vehicles operate in or into _____
14. List largest cities entered in each state _____
15. Radius of operations: ☐ 0 - 50 ☐ 51 - 100 ☐ 101 - 200 ☐ 201 - 300
16. Do you ever exceed 300 miles? ☐ Yes ☐ No. If Yes, explain _____

Section IV - Driver Information

17. Do you carry Worker's Compensation? ☐ Yes ☐ No. If Yes, list company _____
18. Do you order motor vehicle reports on all your drivers within 30 days of employment? ☐ Yes ☐ No
19. Schedule of Drivers (if any additional drivers, complete form AU 0053):

Driver's Full Name and Address	Date of Birth	Date Employed	Yrs. Experience Comm'l Driving	Driver's Lic. Number
1.				
2.				
3.				
4.				

42

State in Which Driver's License Obtained	Description of Violations and Accidents (Past 3 Years)
1.	
2.	
3.	
4.	

Section V - Schedule of Units

20. Number of vehicles owned: Pick-Ups _____, Trucks _____, Tractors _____, Semi-Trailers _____, Full Trailers _____.
21. Number of vehicles leased: Pick-Ups _____, Trucks _____, Tractors _____, Semi-Trailers _____, Full Trailers _____.
22. (a) Do others operate under your authority? ☐ Yes ☐ No. If Yes, vehicles must be scheduled.
    Number of vehicles involved: Pick-Ups _____, Trucks _____, Tractors _____, Semi-Trailers _____, Full Trailers _____.
    (b) Do you ever lease your authority to others? ☐ Yes ☐ No. If yes, please explain. _____
23. Is this insurance to cover all owned, leased and operated vehicles? ☐ Yes ☐ No. If No, explain _____
24. Do you hire any equipment? ☐ Yes ☐ No. If Yes, what is the estimated annual cost of hire? $ _____
    If Yes, please complete the Hired and Non-owned Supplemental Coverage Application.
25. Do you loan or rent any of your equipment to others? ☐ Yes ☐ No. If Yes, please explain. _____
26. Do you interchange equipment with other carriers? ☐ Yes ☐ No. If Yes, give details _____
27. Is any specialized equipment attached to any unit? ☐ Yes ☐ No. If Yes, describe _____
28. Schedule of Units:

Unit No.	Model Year	Trade Name	Truck, Tractor, Semi-Trailer, Full Trailer	Cargo Hauled	Model Series & Complete VIN Number	Max. Gross Wt. of Vehicle (lbs.)	Max. Load Cap. in lbs., gals., liquids
1.					Mod#: VIN#:		
2.					Mod#: VIN#:		
3.					Mod#: VIN#:		
4.					Mod#: VIN#:		
5.					Mod#: VIN#:		
6.					Mod#: VIN#:		
7.					Mod#: VIN#:		
8.					Mod#: VIN#:		

Unit No.	Principal Location of Garaging	Maximum Radius of Operations	Actual Cash Value	Collision Deductible	OTC Deductible	Loss Payee and Full Address
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						

Section VI - Safety and Maintenance

29. Is there a formal safety program in effect? ☐ Yes ☐ No. If Yes, give details and/or attach copy of your safety program. _____

30. Explain your maintenance program. i.e. How often is maintenance done and by whom? _____

31. What criteria do you have in place for acceptability of drivers? _____

32. Do you have a written accident reporting procedure? ☐ Yes ☐ No. If yes, describe and attach a copy _____

33. Are periodic reviews of all drivers conducted? ☐ Yes ☐ No. If yes, how often? _____

34. Is any action taken against a driver for having a chargeable accident or a poor MVR? ☐ Yes ☐ No. If yes, explain: _____

35. Do you have a driver safety incentive program? ☐ Yes ☐ No. If yes, describe and attach copy of program _____

36. If fleet and physical damage coverage is written describe security and protection. i.e. fenced and/or lighted lot, stored in building, security guard, etc. _____

Section VII - Filing Information

For prompt and accurate filing, complete and accurate information must be given including name, address and Docket No. under which authority exists. Use separate sheet if necessary. Failure to do so will result in delays and suspensions.

37. Do you hold an I.C.C. permit? ☐ Yes ☐ No. If Yes, Docket Number _____
Please attach a copy of your completed RS form and permit cards.

38. State filings required? ☐ Yes ☐ No. If Yes, show states and permit number _____

39. Do you hold broker authority? ☐ Yes ☐ No

40. Is any special filing required such as oversize, overweight, city or hazardous permit? ☐ Yes ☐ No. If Yes, give details _____

Section VIII - Previous Insurance and Loss Experience

THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY.

FOR FLEETS CONSISTING OF 5 POWER UNITS OR MORE - HARD COPY LOSS RUNS ARE REQUIRED.

Have you ever had insurance for this type of operation cancelled, declined or renewal refused? ☐ Yes ☐ No

If Yes, explain fully _____

Show Policy Periods for Past Three years	Insurance Carrier	Policy #	Number of Accidents	Total Amount Claims Paid		Total Amount Unsettled Claims (reserves)	
				Bodily Injury	Property Damage	Bodily Injury	Property Damage
From 19 To				$	$	$	$
From 19 To				$	$	$	$
From 19 To				$	$	$	$
				Losses by Fire	Losses by Theft	Losses by Collision	Losses by Wind
From 19 To				$	$	$	$
From 19 To				$	$	$	$
From 19 To				$	$	$	$

;ection IX - Coverage and Limits Requested

1. Liability Limits
   A. Combined Single Limit: $ _____
   B. Split Limits:
      Bodily Injury: $ _____ each person
      $ _____ each accident
      Property Damage: $ _____ each accident
   C. Liability Deductible: $ _____
2. Do you desire Uninsured Motorists coverage (for requirements, check state statute - may not be optional)? ☐ Yes ☐ No
   If Yes, limit desired $_____ If No, please sign UM rejection form if required by state(attached).
3. Do you desire Personal Injury Protection coverage (for requirements, check state statute - may not be optional)? ☐ Yes ☐ No

;ection X - Signatures

I declare to the best of my knowledge that all statements herein are true and no material facts have been suppressed or misstated. I am also aware that my operation may be inspected by the insurance company.

Applicant's Signature / Title _____ Telephone Number _____ Date _____

Witness _____ Date _____

\gent:

Are you personally familiar with this Applicant's operations? ☐ Yes ☐ No
Did your office control this risk in the past year? ☐ Yes ☐ No

Agent's or Broker's Name _____ Telephone Number _____ Agent's Signature _____

Address _____ Dated _____

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

AMERICAN SOUTHERN INSURANCE COMPANY

DRIVER ELIGIBILITY GUIDELINES

We are willing to provide a surcharged market for drivers with marginal driving records, although the primary focus of the program is on good drivers with demonstrated ability to handle their equipment.

A Consent-to-Rate form must be obtained on any risk generating a surcharge in excess of 25%.

Acceptability and rating based on drivers will be evaluated according to the following guidelines:

1. Driver Age

   For Heavy and Extra-Heavy trucks and Tractors:

Driver less than 22 years:	Unacceptable Risk
Age 22-24	Surcharge 25%
Age 25-65	Preferred
Over 65	Surcharge 25%

2. Driver Experience

   For Heavy and Extra-Heavy Trucks, all drivers must have a minimum of 2 years driving experience with similar equipment. For drivers with at least one year but less than two full years driving experience, surcharge 25%.

3. Driving Records (previous 36 months)

   Rating of Major Violations

First Major Violation	Surcharge 25%
Second Major Violation	Unacceptable

   Major Violations Include:

   Driving under the influence of alcohol or narcotics
   Operating motor vehicle without owner's consent
   Vehicular homicide
   Assault with a motor vehicle
   Leaving the scene of an accident (hit/skip)
   Fleeing or attempting to elude a police officer
   Reckless or careless driving
   Erratic driving/exhibition driving
   Passing a school bus

Drag Racing
Implied Consent
Driving on wrong side of road or left of center
Crossing double yellow line

Rating of Minor Violations

0-2 Minor Violations	No Surcharge
3-4 Minor Violations	Surcharge 20%
5-6 Minor Violations	Surcharge 50%
More than 6 Violations	Unacceptable Risk

Minor Violations Include:

Speeding
Stop Sign
Other moving violations

Rating of At-Fault Accidents (previous 36 months)

One At-Fault Accident	Surcharge 10%
Two At-Fault Accidents	Surcharge 30%
More than 2 At-Fault Accidents	Unacceptable Risk

All accidents are considered At-Fault unless proof of no fault is submitted. Proof of a not-at-fault accident includes either a police report or sufficient details of the accident to verify fault of the other party.

Any driver generating a surcharge of more than 60% is unacceptable.

Any driver age 65 or older will be required to provide a medical statement stating that they are physically able to drive.

NAIC LOSS COST FILING DOCUMENT—*OTHER THAN WORKERS' COMPENSATION*

CALCULATION OF COMPANY LOSS COST MULTIPLIER

This filing transmittal is part of Company Tracking #	**GLCA-0608**
This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	**GLCA-0608**

(X) Loss Cost Reference Filing ISO LI-CA-2007-129 (CA-2007-OCH1) ( ) Independent Rate Filing
(Advisory Org, & Reference filing #)

If this is a loss cost filing adopting an advisory organization's loss costs, the above insurer hereby declares that it is a member, subscriber or service purchaser of the named advisory organization for this line of insurance. The insurer hereby files (to be deemed to have independently submitted as its own filing) the prospective loss costs in the captioned Reference Filing. The insurer's rates will be the combination of the prospective loss costs and the loss cost multipliers and, if utilized, the expense constants specified in the attachments.

1. **Check one of the following:**

☐	The insurer hereby files to have its loss cost multipliers and, if utilized, expense constants be applicable to future revisions of the advisory organization's prospective loss costs for this line of insurance. The insurer's rates will be the combination of the advisory organization's prospective loss costs and the insurer's loss cost multipliers and if utilized, expense constants specified in the attachments. The rates will apply to policies written on or after the effective date of the advisory organization's prospective loss costs. This authorization is effective until disapproved by the Commissioner, or until amended or withdrawn by the insurer. **Note: Some states have statutes that prohibit this option for some lines of business.**
x	The insurer hereby files to have its loss cost multipliers and, if utilized, expense constants be applicable only to the above Advisory Organization Reference Filing.

2. **Line, Subline, Coverage, Territory, Class, etc. combination to which this page applies:** Commerical Auto Liability and Physical Damage

3. **Loss cost modification:**

A. The insurer hereby files to adopt the prospective loss costs in the captioned reference filing (Check One):

(X) Without Modification (factor = 1.000)

( ) With the following modification(s). (Cite the nature and percent modification, and attach supporting data and/or rationale for the modification.) _____

B. Loss Cost Modification Expressed as a Factor: (See Examples Below) _____

Example 1: Loss cost Modification Factor: If your company's loss cost modification is -10%, a factor of .90 (1.000 - .100) should be used.

Example 2: Loss cost Modification Factor: If your company's loss cost modification is =15%, a factor of 1.15 (1.000 + .150) should be used.

NOTE: IF EXPENSE CONSTANTS ARE UTILIZED ATTACH "EXPENSE CONSTANT SUPPLEMENT" OR OTHER SUPPORTING INFORMATION. DO NOT COMPLETE ITEMS 4-8 BELOW.

4. **Development of Expected Loss Ratio. (Attach exhibit detailing insurer expense data and/or other supporting information.**

		Selected Provisions	
A.	Total Production Expense	20	%
B.	General Expense	7	%
C.	Taxes, Licenses & Fee	5	%
D.	Underwriting profit & Contingencies (explain how investment income is taken into account)	5	%
E.	Other (explain)		%
F.	Total	37	%

5.	A.	A. Expected Loss Ratio: ELR = 100% - 4F = A	63	%
	B.	B. ELR in Decimal Form =	.63	
6.		Company Formula Loss Cost Multiplier (3B/5B)	1.5873	
7.		Company Selected Loss Cost Multiplier = (Attach explanation for any differences between 6 and 7)	1.5873	
8.		Rate Level Change for the coverage(s) to which this page applies	N/A	

PC IRF

NAIC LOSS COST DATA ENTRY DOCUMENT

1.	This filing transmittal is part of Company Tracking #	GLCA-0608
2.	If filing is an adoption of an advisory organization loss cost filing, give name of Advisory Organization and Reference/ Item Filing Number	ISO LI-CA-2007-129 (CA-2007-OCH1)

		Company Name		Company NAIC Number
3.	A.	American Southern Insurance Company	B.	10235

		Product Coding Matrix Line of Business (i.e., Type of Insurance)		Product Coding Matrix Line of Insurance (i.e., Sub-type of Insurance)
4.	A.	Commercial Auto	B.	Business Auto

5.

(A) COVERAGE (See Instructions)	(B) Indicated % Rate Level Change	(C) Requested % Rate Level Change	FOR LOSS COSTS ONLY (D) Expected Loss Ratio	(E) Loss Cost Modification Factor	(F) Selected Loss Cost Multiplier	(G) Expense Constant (If Applicable)	(H) Co. Current Loss Cost Multiplier
Liability & Physical Damage	N/A	N/A	63%	1.00	1.5873	N/A	N/A
TOTAL OVERALL EFFECT							

6. 5 Year History Rate Change History

Year	Policy Count	% of Change	Effective Date	State Earned Premium (000)	Incurred Losses (000)	State Loss Ratio	Countrywide Loss Ratio
2007	0						
2006	0						
2005	0						
2004	0						
2003	0						

7.

Expense Constants	Selected Provisions
A. Total Production Expense	20%
B. General Expense	7%
C. Taxes, License & Fees	5%
D. Underwriting Profit & Contingencies	5%
E. Other (explain)	
F. TOTAL	63%

8. N Apply Lost Cost Factors to Future filings? (Y or N)
9. _____ Estimated Maximum Rate Increase for any Insured (%). Territory (if applicable): _____
10. _____ Estimated Maximum Rate Decrease for any Insured (%) Territory (if applicable): _____

PC RLC

U:LossCostDraft/DataEntry.doc

ARKANSAS CERTIFICATE OF COMPLIANCE

(You may print or type the information required by this form)

FORM SELFCERT

I, Nellys Katz, Assistant Vice President of
(Name) *(Title of Authorized Officer)*

American Southern Insurance Company
(Name of Insurer)

declare that I am authorized to execute and file this certificate of compliance and do hereby certify that I am knowledgeable of the legal requirements under Arkansas law applicable to the insurance forms that are the subject of this filing and further aver:

1. Upon information and belief, I certify that the insurance forms filed herewith are complete and comply with all Arkansas laws, including the:
   a. Arkansas Code Annotated;
   b. Arkansas Rules and Regulations;
   c. Arkansas Insurance Bulletins, Directives and Orders;
   d. Applicable filing requirements including the applicable product standards set forth in the product checklists; and
   e. Rulings and decisions of any court of this state.

2. I understand and acknowledge that the Commissioner will rely upon this certificate and if it is subsequently determined that any form filed herewith is false or misleading, appropriate corrective action shall be taken by the commissioner against the company.

3. Pursuant to Ark. Code Ann. § 23-79-109(a)(1)(C), I understand that by certifying that a form complies with paragraph 1 hereof, it is not to be taken by the undersigned or by my company as meaning that any insurance effected by use of such form may in any fashion be inconsistent with the statutory and common law of Arkansas.

4. Pursuant to Ark. Code Ann. §23-79-118, I understand and acknowledge that any insurance policy, rider, endorsement or other insurance form filed under this certificate, that is subsequently issued to an insured, and contains any condition or provision not in compliance with the requirements of the laws of the State of Arkansas, as set forth in paragraph 1 hereof, shall be construed and applied in accordance with such condition or provision as would have applied if the policy, rider, endorsement or form had been in full compliance with the law.

Does this Certification apply to all the companies in this filing? *(Yes or No)* ▶ Yes

If "NO", to which companies does this Certification apply?

Company Name(s)	NAIC #

Company Tracking Number GLCA-0608

Signature of Authorized Officer ▶	
Name of Authorized Officer ▶	NELLYS KATZ
Title of Authorized Officer ▶	ASST. VICE PRESIDENT
Email address of Authorized Officer ▶	NELLK@AMSOU.COM
Telephone # of Authorized Officer ▶	404-266-9599 X147 Date ▶ 6/25/08

This form may be computer generated by the company. So long as the wording and general layout is the same, the format may vary. For more information, contact the Property & Casualty Division of the Arkansas Insurance Department at 1200 W 3rd St., Little Rock, AR 72201, telephone: 501-371-2800, or email: information.pnc@arkansas.gov *AID PC SelfCert (4/30/03)*

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