

SERFF Tracking Number: CNAB-125745974 State: Arkansas
First Filing Company: Transportation Insurance Company, ... State Tracking Number: EFT \$300
Company Tracking Number: 08-F3182
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: Inland Marine
Project Name/Number: Contractors Equipment /08-F3182

Filing at a Glance

Companies: Transportation Insurance Company, Valley Forge Insurance Company, Continental Casualty Company , Continental Insurance Company, American Casualty Company of Reading PA, National Fire Insurance Company of Hartford

Product Name: Inland Marine	SERFF Tr Num: CNAB-125745974	State: Arkansas
TOI: 09.0 Inland Marine	SERFF Status: Closed	State Tr Num: EFT \$300
Sub-TOI: 09.0005 Other Commercial Inland Marine	Co Tr Num: 08-F3182	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Author: Roberta Cooper	Disposition Date: 07/30/2008
	Date Submitted: 07/24/2008	Disposition Status: Approved
Effective Date Requested (New): 09/01/2008		Effective Date (New): 09/01/2008
Effective Date Requested (Renewal): 09/01/2008		Effective Date (Renewal): 09/01/2008

State Filing Description:

General Information

Project Name: Contractors Equipment
Project Number: 08-F3182
Reference Organization:
Reference Title:
Filing Status Changed: 07/30/2008
State Status Changed: 07/30/2008
Corresponding Filing Tracking Number:
Filing Description:

Status of Filing in Domicile:
Domicile Status Comments:
Reference Number:
Advisory Org. Circular:

Deemer Date:

This is a filing of new Contractors Equipment form and Declaration forms. This program was developed to provide comprehensive and flexible coverage and to enhance our competitiveness in the Inland Marine Contractors Equipment marketplace. The new form replaces Form G44080-F and related endorsements filed in 1996 in our filing # 97-F3129.

<i>SERFF Tracking Number:</i>	<i>CNAB-125745974</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Transportation Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$300</i>
<i>Company Tracking Number:</i>	<i>08-F3182</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>Inland Marine</i>		
<i>Project Name/Number:</i>	<i>Contractors Equipment /08-F3182</i>		

Company and Contact

Filing Contact Information

Roberta F. Cooper, State Filing Consultant	roberta.cooper@cna.com
333 S. Wabash	(312) 822-4292 [Phone]
Chicago, IL 60685	(312) 755-2394[FAX]

Filing Company Information

Transportation Insurance Company	CoCode: 20494	State of Domicile: Illinois
333 South Wabash	Group Code: 218	Company Type: Property and Casualty
37th Floor	Group Name: CNA Insurance Companies	State ID Number:
Chicago, IL 60604	FEIN Number: 36-1877247	
(312) 822-4292 ext. [Phone]	-----	
Valley Forge Insurance Company	CoCode: 20508	State of Domicile: Pennsylvania
333 South Wabash	Group Code: 218	Company Type: Property and Casualty
37th Floor	Group Name: CNA Insurance Companies	State ID Number:
Chicago, IL 60604	FEIN Number: 23-1620527	
(312) 822-4292 ext. [Phone]	-----	
Continental Casualty Company	CoCode: 20443	State of Domicile: Illinois
333 South Wabash	Group Code: 218	Company Type: Property and Casualty
Chicago , IL 60604	Group Name: CNA Insurance Companies	State ID Number:
(312) 822-4292 ext. [Phone]	FEIN Number: 36-2114545	

Continental Insurance Company	CoCode: 35289	State of Domicile: Pennsylvania
333 South Wabash	Group Code: 218	Company Type: Property and Casualty
37th Floor	Group Name: CNA Insurance	State ID Number:
Chicago, IL 60604		

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Companies

(312) 822-4292 ext. [Phone] FEIN Number: 13-5010440

American Casualty Company of Reading PA CoCode: 20427 State of Domicile: Pennsylvania
333 South Wabash Group Code: 218 Company Type: Property and
Casualty
37th Floor State ID Number:
Chicago, IL 60604 Group Name: CNA Insurance
Companies
(312) 822-4292 ext. [Phone] FEIN Number: 23-0342560

National Fire Insurance Company of Hartford CoCode: 20478 State of Domicile: Illinois
333 South Wabash Group Code: 218 Company Type: Property and
Casualty
37th Floor State ID Number:
Chicago, IL 60604 Group Name: CNA Insurance
Companies
(312) 822-4292 ext. [Phone] FEIN Number: 06-0464510

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 Project Name/Number: Contractors Equipment /08-F3182

Filing Fees

Fee Required? Yes
 Fee Amount: \$300.00
 Retaliatory? No
 Fee Explanation: We are filing 6 companies ,we are paying the required \$50 per company for this filing.
 Therefore the total amount of this filing is \$300.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Transportation Insurance Company	\$300.00	07/24/2008	21576287
Valley Forge Insurance Company	\$0.00	07/24/2008	
Continental Casualty Company	\$0.00	07/24/2008	
Continental Insurance Company	\$0.00	07/24/2008	
American Casualty Company of Reading PA	\$0.00	07/24/2008	
National Fire Insurance Company of Hartford	\$0.00	07/24/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	07/30/2008	07/30/2008

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Disposition

Disposition Date: 07/30/2008
Effective Date (New): 09/01/2008
Effective Date (Renewal): 09/01/2008
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

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	filing Memo and forms comparison	Approved	Yes
Form	Contractors Equipment Coverage Form	Approved	Yes
Form	Contractors Equipment Declarations(Policy Level)	Approved	Yes
Form	Contractors Equipment Declaration Additional Coverage and Coverage Extension Schedule	Approved	Yes
Form	Theft Limitation -Forced Entry	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Contractors Equipment Declarations(Policy Level)	G-300665-09/08 A		Declaration News/Schedule		0.00	G-300665-A0001.pdf
Approved	Contractors Equipment Declaration Additional Coverage and Coverage Extension Schedule	G-300666-09/08 A		Declaration News/Schedule		0.00	G-300666-A0001.pdf
Approved	Theft Limitation - Forced Entry	G-147165-09/08 B		Endorsement/Amendment/Conditions		0.00	G-147165-B0001.pdf



CONTRACTORS EQUIPMENT DECLARATIONS POLICY LEVEL

COVERED PROPERTY

Insurance applies only to those coverages designated by an **X** below:

[@] Scheduled Items-Limit

@@@@@@@@@@@@@@@@

Item No	Description of Equipment (Year, Manufacturer, Model)	SCHEDULE			Valuation (AV, RC, ACV)
		Limit of Insurance	Deductible	Coinsurance	

REFER TO IM DECLARATION FORM G552232

[@] As per itemized list on file with the company dated:

@@@@@@@@@

The limit of insurance for any one item will not exceed the amount shown in the itemized list. The total limit of covered equipment is shown.

@@@@@@@@@@@@@@@@

As per itemized list on file with the company-Deductible

@@@@@@@@@@@@@@@@

[@] Blanket coverage on equipment used in your business-Limit

Maximum per item

@@@@@@@@@@@@@@@@

@@@@@@@@@@@@@@@@

Blanket coverage-Deductible

@@@@@@@@@@@@@@@@

[@] Equipment Leased or Rented to Others

Items are included in Scheduled Items unless limits are shown below.

Per Occurrence

Per item

@@@@@@@@@@@@@@@@

@@@@@@@@@@@@@@@@

Unscheduled Equipment Leased or Rented to Others-Deductible

@@@@@@@@@@@@@@@@

[@] Blanket coverage on small tools used in your business-Limit

Maximum per item

@@@@@@@@@@@@@@@@

@@@@@@@@@@@@@@@@

Small Tools-Deductible

@@@@@@@@@@@@@@@@

[@] Blanket coverage on employee tools and work clothing Limit

Maximum per item

Maximum per employee

@@@@@@@@@@@@@@@@

@@@@@@@@@@@@@@@@

@@@@@@@@@@@@@@@@

Employee Tools and work clothing-Deductible

@@@@@@@@@@@@@@@@

BUSINESS INCOME, CONTRACTUAL PENALTIES AND EXTRA EXPENSE

Limit of Insurance

Maximum Per Day

Per Occurrence

Waiting Period

@@@@@@@@@@@@@@@@

@@@@@@@@@@@@@@@@

@@@@@@@@@@@@@@@@

@@@@@@@@@@@@@@@@



ADDITIONAL CONDITIONS

Percentage Deductible

The following Percentage Deductible applies to all Covered Property or coverage(s) listed where PERCENTAGE is specified:

@@@ of the value of the item, or the largest value if two or more items are involved in the same loss, but not less than @@@@@@@@@@@@@@@@, nor more than @@@@@@@@@@@@@@@@.

Reporting Conditions

Condition	Rate	Premium Base
Property Leased or Rented from Others		
Property Leased or Rented to Others		
Property Other Than Leased or Rented		

Reporting Period @@@@@@@@@@@@@@@@
Premium Adjustment Period @@@@@@@@@@@@@@@@

Maximum per Occurrence Limit-any one loss @@@@@@@@@@@@@@@@

Minimum Earned Premium @@@@@@@@@@@@@@@@

Coinsurance @@@@@@@@@@@@@@@@

Applies to all Covered Property except Small Tools and Employee Tools unless otherwise specified in the Schedule.

Valuation @@@@@@@@@@@@@@@@

Applies to all Covered Property unless otherwise specified in the Schedule.



CONTRACTORS EQUIPMENT DECLARATIONS

ADDITIONAL COVERAGE and COVERAGE EXTENSION SCHEDULE

Additional Coverages

- a. Arson and Crime Reward Payments @@@@@@@@@@@@@@@@@@
- b. Data Restoration Expense @@@@@@@@@@@@@@@@@@
- c. Debris Removal Additional Amount @@@@@@@@@@@@@@@@@@
- d. Fire Department Service Charge and Extinguishing Expense @@@@@@@@@@@@@@@@@@
- e. Loss Adjustment Expense @@@@@@@@@@@@@@@@@@
- f. Maintenance Supplies, Spare Parts and Fuel @@@@@@@@@@@@@@@@@@
- g. Recharge of Fire Protection Equipment @@@@@@@@@@@@@@@@@@

Coverage Extensions

- a. Equipment Loaned to Others @@@@@@@@@@@@@@@@@@
- b. Expediting Expense @@@@@@@@@@@@@@@@@@
- c. Newly Acquired Property
 - (1) Per Occurrence @@@@@@@@@@@@@@@@@@
 - (2) Per item @@@@@@@@@@@@@@@@@@
 - (3) Property Damage Deductible @@@@@@@@@@@@@@@@@@
 - (4) Business Income, Contractual Penalties and Extra Expense
Per Day @@@@@@@@@@@@@@@@@@
 - (5) Business Income, Contractual Penalties and Extra Expense
Per Occurrence @@@@@@@@@@@@@@@@@@
 - (6) Time Limit @@@@@@@@@@@@@@@@@@
- d. Pollutant Clean Up and Removal @@@@@@@@@@@@@@@@@@
- e. Preservation of Property @@@@@@@@@@@@@@@@@@
- f. Rental Reimbursement
 - (1) Per Occurrence @@@@@@@@@@@@@@@@@@
 - (2) Aggregate @@@@@@@@@@@@@@@@@@
 - (3) Waiting Period @@@@@@@@@@@@@@@@@@
- g. Short Term Equipment Leased, Borrowed or Rented From Others
 - (1) Per Occurrence @@@@@@@@@@@@@@@@@@
 - (2) Per item @@@@@@@@@@@@@@@@@@
 - (3) Deductible @@@@@@@@@@@@@@@@@@
- h. Unintentional Errors and Omissions @@@@@@@@@@@@@@@@@@
- i. Waterborne Property in Transit @@@@@@@@@@@@@@@@@@
- j. Waterborne Property @@@@@@@@@@@@@@@@@@
- k. Weight of Load @@@@@@@@@@@@@@@@@@



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
THEFT LIMITATION – FORCED ENTRY

This endorsement modifies insurance provided under the following:

CONTRACTORS EQUIPMENT COVERAGE FORM

The following is added to Section **B. EXCLUSIONS**, Paragraph **2.**:

We will not pay for loss caused by or resulting from theft from any unattended vehicle, contractors equipment,

mobile office, or any other storage container unless at the time of theft its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of a forced entry.

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Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty
Review Status: Approved 07/30/2008

Comments:

Attachment:

08-F3182 NAIC Generic Transmittal0001.pdf

Satisfied -Name: filing Memo and forms comparison
Review Status: Approved 07/30/2008

Comments:

Attachments:

08-F3182 Corrected Filing memo 7230001.pdf

08-F3182 Forms Comparison0001.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only		2. Insurance Department Use only			
		a. Date the filing is received:			
		b. Analyst:			
		c. Disposition:			
		d. Date of disposition of the filing:			
		e. Effective date of filing:			
		New Business			
		Renewal Business			
		f. State Filing #:			
g. SERFF Filing #:					
h. Subject Codes					
3. Group Name				Group NAIC #	
CNA Insurance Companies				218	
4. Company Name(s)		Domicile	NAIC #	FEIN #	State #
Continental Casualty Company		IL	20443	36-2114545	IL:
National Fire Insurance Company of Hartford		IL	20478	06-0464510	IL
American Casualty Company of Reading, PA		PA	20427	23-0342560	PA
Transportation Insurance Company		IL	20494	36-1877247	IL
Valley Forge Insurance Company		PA	20508	23-1620527	PA
The Continental Insurance Company		PA	35289	13-5010440	PA
5. Company Tracking Number		08-F3182			
Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]					
6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Roberta F. Cooper	State Filing Consultant	312-822-4292	312-755-2394	roberta.cooper@cna.com
	333 South Wabash Chicago, IL 60604				
7. Signature of authorized filer		<i>Roberta F. Cooper</i>			
8. Please print name of authorized filer		Roberta F. Cooper			
Filing information (see General Instructions for descriptions of these fields)					
9. Type of Insurance (TOI)		Inland Marine			
10. Sub-Type of Insurance (Sub-TOI)		Other Commercial Inland Marine			
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]					
12. Company Program Title (Marketing title)		Contractors Equipment			
13. Filing Type		<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)			
14. Effective Date(s) Requested		New: 09/01/08		Renewal: 09/01/2008	
15. Reference Filing?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
16. Reference Organization (if applicable)					
17. Reference Organization # & Title					
18. Company's Date of Filing		07/24/08			

19. Status of filing in domicile	<input type="checkbox"/> Not Filed	<input checked="" type="checkbox"/> Pending	<input type="checkbox"/> Authorized	<input type="checkbox"/> Disapproved
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Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	08-F3182
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

We are filing a new Contractors Equipment Coverage Form and Declaration forms along with one endorsement. This program was developed to provide comprehensive and flexible coverage and to enhance our competitiveness in the Inland Marine Contractors Equipment marketplace.

The New coverage form replaces G-44080-F.

We respectfully request a September 1, 2008 effective date.

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

Check #:
Amount:

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

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

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 #	08-F3182			
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	Contractors Equipment Coverage Form	G-44080-G (Ed. 09/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	G-44080-F	97-F3129
02	Contractors Equipment Declarations Policy Level	G-300665-A (Ed. 09/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Contractors Equipment Declarations	G-300666-A (Ed. 09/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Theft Limitation -Forced Entry	G-147165-B (Ed. 09/08)	<input checked="" 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		

AMERICAN CASUALTY COMPANY OF READING
CONTINENTAL CASUALTY COMPANY
CONTINENTAL INSURANCE COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
TRANSPORTATION INSURANCE COMPANY
VALLEY FORGE INSURANCE COMPANY

CONTRACTORS EQUIPMENT
FORM FILING MEMORANDUM

CNA FILING ID# 08-F3182

This is a filing of new Contractors Equipment form and Declaration forms. This program was developed to provide comprehensive and flexible coverage and to enhance our competitiveness in the Inland Marine Contractors Equipment marketplace. The new form replaces Form G44080-F and related endorsements filed in 1996.

The table below lists the new forms and endorsements that are being replaced and comments relative to the individual forms.

NEW FORM / ENDORSEMENT	FORM(S) REPLACED	COMMENTS
Contractors Equipment Declarations – Policy Level G300665-A	Contractor’s Equipment Declarations – G-44079-E and G-44079-C	Consolidated these two forms G-44079-E and G-44079-C into one new form G-300665-A, and included sections: <ul style="list-style-type: none"> - Blanket option - Scheduled items - Policy Limits - Deductibles - Minimum Premium - Valuation - Reporting Conditions - Coinsurance
Contractors Equipment Declarations – Additional Coverages and Coverage Extensions Schedule – G300666-A	None	Additional Coverage sublimits are in addition to Property and Time Element limits unless otherwise indicated. Coverage Extension sublimits are included in Property and Time Element limits unless otherwise indicated. Additional Coverages and Coverage Extensions apply Scheduled or Unscheduled items as indicated in the Declarations.
Contractors Equipment	Contractor’s Equipment	The new Contractors

Coverage Form – G44080-G	Coverage Form – G44080-F	Equipment Coverage form includes coverages previously provided and in addition the following coverages have been added:
Theft Limitation – Forced Entry - G147165- B	None	Form to reference the new Contractors Equipment form
		-Time Element – Business Income, Contractual Penalties and Extra Expense
		-Arson and Crime Rewards
		-Data Restoration Expense
		-Fire Department Service Charge and Extinguishing Expense
		-Loss Adjustment Expense
		-Maintenance Supplies, Spare Parts and Fuel
		-Recharge of Fire Protection Equipment
		-Expediting Expense
		-Preservation of Property
		-Unintentional Errors or Omissions
		<i>Additional Conditions added to the new form include:</i>
		- Carriers of Hire
		- Reporting Conditions
		- Deductible Waiver for Pre-Loss Risk Protection
		- Resume Operations

Copies of the new forms and endorsements are attached.

CONTRACTORS EQUIPMENT FORMS COMPARISON

OLD			NEW				
Clause/ Section	FORM G-44080-F (Ed 8/96)	Default Limit	Clause/ Section	FORM G-44080-G (Ed 9/2008)	Default/ or New default Limit	COMMENTS	Change
A.	COVERAGE			COVERAGE			
2	Property not Covered		2	Property not Covered			
e.	Property leased, borrowed or rented to others;		d	Equipment leased or rented to others is not covered unless indicated in Dec.		Option to schedule	
			e	Equipment loaned to others, except as provided in Section A. Coverage Extension 6. a.;		Option to schedule	
d.	Property while waterborne, except by regular ferry;		g	Property while waterborne, except as provided in Section A. Coverage Extension 6.i. or in Coverage Extension 6.j.		Option to schedule	
			3	Time Element Business Income, Contractual Penalties and Extra Expense		Coverage section added. includes in this Section	Added
4	ADDITIONAL COVERAGES		5	ADDITIONAL COVERAGES			
b.	Pollutant Clean Up and Removal	\$ 10,000		The most we will pay for the sum of all covered expenses arising out of Covered Loss occurring during each separate 12 month period of this Policy is the Pollutant Clean Up and Removal Limit of Insurance specified in the Declarations.	\$ 50,000	Moved from Additional coverages to Coverage Extensions item d.	Added
			a	Arson and Crime Reward Payments	\$ 5,000		Added
			b	Data Restoration Expense	\$ 25,000		Added
a.	Debris Removal Coverage	\$ 25,000	c	But, this limitation does not apply to any additional debris removal limit provided under the Additional Coverage and Coverage Extension Declarations Schedule.	\$ 25,000	Option to Schedule. All else is same	Added
			d	Fire Department Service Charge and Extinguishing Expense	\$ 25,000	Option to increase	Added
			e	Loss Adjustment Expense	\$ 25,000		Added
			f	Maintenance Supplies, Spare parts and Fuel	\$ 10,000		Added
			g	Recharge of Fire Protection Equipment	\$ 25,000		Added
5	COVERAGE EXTENSIONS		6	COVERAGE EXTENSIONS			
			a	Equipment Loaned To Others	INCLUDED		Added
			b	Expediting Expense	\$ 50,000		Added
a.	Newly Acquired Property		c.	"We" will also pay for the actual "loss" of Business Income "you" sustain and Contractual Penalties "you" incur and necessary Extra Expense "you" incur during the "Period of Restoration" due to direct physical "loss" or damage to the "Newly Acquired Property".	\$ 500,000	Time Element wording added. Time limit for Newly Acquired before reporting is the same. 120 days	Added
			e	per occurrence	INCLUDED		Added
				Preservation of Property			Added
			g	Short Term Equipment Leased, Borrowed or Rented From Others			Added
				per occurrence	\$ 50,000		Added
				per item	\$ 25,000		Added
			h	Unintentional Errors and Omissions	INCLUDED		Added
			i	Waterborne Property in Transit	INCLUDED		Added
			j	Waterborne Property	Not Covered		Added
			k	Weight of Load	INCLUDED		
b.	Rental Reimbursement	\$ 2,500		The most "we" will reimburse "you" for rental expense in any one occurrence under this Coverage Extension is specified in the Declarations. "We" will not pay more for all rental expenses in any one policy year than the Aggregate Limit of Insurance for Rental Expense specified in the Declarations.	Not Covered	Option to Scheduled and bring back coverage.	Added
B.	EXCLUSIONS		B.	EXCLUSIONS			
			2	"We" will not pay for "loss" caused by or resulting from any of the following: Delay, loss of use, loss of market or, except as specifically provided, consequential "loss" of any nature.			
			a.			Not excluded if loss of use is provided.	Clarified
			c.	Theft of Small Tools from an unattended transporting conveyance. But this exclusion does not apply to direct physical loss or damage caused by or resulting from:		Option to Schedule	Added to exclusion

CONTRACTORS EQUIPMENT FORMS COMPARISON

OLD		NEW		Default/ or New default Limit	COMMENTS	Change
Clause/ Section	FORM G-44080-F (Ed 8/96)	Default Limit	Clause/ Section	FORM G-44080-G (Ed 9/2008)		
				(1) Theft of Small Tools contained in a fully enclosed and securely locked body or compartment of a transporting conveyance if the theft is by forcible entry, evidenced by visible marks upon the body or compartment; or (2) Theft of the entire transporting conveyance.		Theft Exclusion limited to Small Tools Not all theft is excluded
			e.	Voluntary parting with any property by "you" or anyone else to whom "you" have entrusted the Covered Property if induced to do so by any fraudulent scheme, trick, device or false pretense.		Added wording to theft exclusion Added to exclusion
			f.	Except as provided under the Coverage Extension Pollutant Clean Up and Removal ,		Option to Schedule
2e.	The weight of a load exceeding the registered lifting capacity of any machine under the operating conditions at the time of "loss";		g.	The weight of a load exceeding the registered lifting capacity of any machine under the operating conditions at the time of "loss", except as provided in Section A. 6. k... "We" will not pay for direct physical "loss" or damage caused by or resulting from any of the following, 3. a. through 3.j. But, if an excluded cause of loss that listed in 3.a. through 3.j. results in a Covered Cause of Loss, "we" will pay for loss or damage caused by that Covered Cause of Loss. Items a. through j.		Option to Schedule These Exclusions have been added to the New Form Exclusion limiting coverage
			4	The following additional exclusions apply only to the insurance provided under this Coverage Form for "loss" of "Business Income" and "Extra Expense". "We" will not pay for: Items a. through c.		These Exclusions have been added as they reference the new Added Coverage of Time Element. Exclusion limiting coverage
C.	LIMITS OF INSURANCE		C.	LIMITS OF INSURANCE		
1	The most we will pay for "loss" in any one occurrence to: <i>Language following above wording is no longer applicable</i>		1	The most "we" will pay for "loss" in any one occurrence is the Maximum Per Occurrence Limit specified in the Declarations. Except where specifically indicated otherwise, payments under any Additional Coverages are in addition to the Property and Time Element Limits of Insurance.		Referencing to Declaration pages
			2	Except where specifically indicated otherwise, payment under the Coverage Extensions does not increase the applicable Property and Time Element Limits of Insurance.		Referencing to Declaration pages
			3	The most "we" will pay for any Additional Coverage or any Extension of Coverage under this Coverage Form is the Limit of Insurance specified in the Declarations.		Referencing to Declaration pages
			4			Referencing to Declaration pages
D.	DEDUCTIBLE		D.	DEDUCTIBLE		
			except that in the event of one Occurrence where both a physical damage and a Time Element deductible are involved, each such Deductible shall apply separately.		Added TE reference
F.	VALUATION CONDITIONS		E.	VALUATION CONDITIONS		
1	The value of property will be the least of the following amounts: The Limit of Insurance applying to the damaged property;		3	Unless otherwise indicated on Declarations, the value of Covered Property will be the least of the following amounts: ACV		Now you have a choice or ACV, RC or AV. Added
2	The actual cash value (replacement cost less depreciation) of the property;		4	Replacement Cost		Added
3	The cost of reasonably restoring that property to its condition immediately before "loss"; or		5	Agreed Value		Added
4	The cost of replacing that property with used, but substantially identical property.			Notwithstanding the foregoing, "we" may elect to repair any damaged Covered Property or replace any damaged Covered Property with another of like quality and value.		Like quality and value wording added
E.	ADDITIONAL CONDITIONS		F.	ADDITIONAL CONDITIONS		

CONTRACTORS EQUIPMENT FORMS COMPARISON

OLD		NEW		Default/ or New default Limit	COMMENTS	Change
Clause/ Section	FORM G-44080-F (Ed 8/96)	Default Limit	Clause/ Section	FORM G-44080-G (Ed 9/2008)		
			1	Carriers for Hire	New Conditions - to accept bills of lading	Added
			4	Deductible Waiver for Pre-Loss Risk Protection	New Condition to qualify for Ded. To be waived	Added
			6	Reporting Conditions	Referring to Declarations page	Added
			7	Resume Operations	Applying to Time Element coverages	Added
G.	DEFINITIONS		G.	DEFINITIONS		
			1	"Computer Virus"		Added
			2	"Employee":		Added
2	"Newly acquired property"		4	"Newly Acquired Property", "...when a reporting provision for Leased or Rented from Others is specified in the Declarations, "Newly Acquired Property" means property purchased or borrowed by "you" but does not include property "you" rent, hire or lease from others. But property "you" rent or lease under a written lease agreement for 12 months or more is included in "Newly Acquired Property".	Clarifying what/when property is considered Newly Acquired.	Added
			6	"Period of Restoration"		Added
			8	"Premium base"		Added
			9	"Reporting Period"		Added
			11	"Software" means:		Added



CONTRACTORS EQUIPMENT COVERAGE FORM

<u>INDEX</u>	<u>Page Number</u>
A. COVERAGE	3
1. Covered Property	3
2. Property Not Covered	3
3. Time Element	3
4. Covered Causes of Loss	4
5. Additional Coverages	4
a. Arson and Crime Reward Payments	5
b. Data Restoration Expense	5
c. Debris Removal	5
d. Fire Department Service Charge and Extinguishing Expense	5
e. Loss Adjustment Expense	6
f. Maintenance Supplies, Spare Parts and Fuel	6
g. Recharge of Fire Protection Equipment	6
6. Coverage Extensions	6
a. Equipment Loaned To Others	6
b. Expediting Expenses	6
c. Newly Acquired Property	6
d. Pollutant Clean Up and Removal	7
e. Preservation of Property	7
f. Rental Reimbursement	7
g. Short Term Equipment Leased, Borrowed or Rented From Others	8
h. Unintentional Errors and Omissions	8
i. Waterborne Property in Transit	8
j. Waterborne Property	8
k. Weight of Load	8
B. EXCLUSIONS	9
C. LIMITS OF INSURANCE	11
D. DEDUCTIBLE	11
E. VALUATION CONDITIONS	11



F. ADDITIONAL CONDITIONS	12
1. Carriers for Hire	12
2. Coverage Territory	12
3. Coinsurance	13
4. Deductible Waiver for Pre-Loss Risk Protection	13
5. Minimum Earned Premium	13
6. Reporting Conditions	13
7. Resume Operations	14
G. DEFINITIONS	14



CONTRACTORS EQUIPMENT COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured specified 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 **G – DEFINITIONS**.

A. COVERAGE

Subject to the Limits of Liability specified in the Declarations, and all other policy provisions "we" will pay for direct physical "loss" or damage to covered property described herein from any Covered Cause of Loss.

1. Covered Property, as used in this Coverage Form, means the contractors equipment property described in the Declarations page and subject to **Section A.2. Property Not Covered** below. This equipment may be "your" property, or the property of others in "your" care, custody or control.

2. Property Not Covered

- a. Automobiles, motor trucks, tractors, trailers and similar conveyances designed for highway use and used for over the road transportation of people or cargo. However, this does not include:
 - (1) Self-propelled vehicles designed and used primarily to carry mounted equipment, or
 - (2) Vehicles designed for highway use that are unlicensed and not operated on public roads;
- b. Aircraft or watercraft;
- c. Contraband, or property in the course of illegal transportation or trade;
- d. Equipment leased or rented to others, unless indicated in the Declarations;
- e. Equipment loaned to others, except as provided in **Section A. Coverage Extension 6.a.**;
- f. Property while airborne;
- g. Property while waterborne, except as provided in **Section A. Coverage Extension 6.i.** or in **Coverage Extension 6.j.**

3. Time Element

a. Business Income, Contractual Penalties and Extra Expense

(1) As used in this Coverage Form:

(a) **Business Income** means:

- (i) Net income including net rental income (net profit or "loss" before income taxes) that would have been earned or incurred; and
- (ii) Continuing normal operating expenses incurred.

But, Business Income does not include any incentive bonus which would have been received if the project had been completed ahead of schedule.

(b) **Contractual Penalties** means amounts which, under the terms of "your" contract, "you" are required to pay due to "your" inability to fulfill the contractual obligations due to a delay. "Your" inability to fulfill contractual obligations due to a delay must be as a direct result of a "loss" to "your" Covered Property due to a Covered Cause of Loss.

- (c) **Extra Expense** means necessary additional expenses "you" incur to avoid or minimize the suspension of business and to continue operations. This includes additional expenses incurred to make temporary repairs to, and expedite the permanent repair or replacement of Covered Property that is damaged by a Covered Cause of Loss, such as overtime and the additional cost of express or other means of rapid transportation.

All necessary expenses that "you" incur to reduce "loss" of Business Income other than Fire Department Charges and Extinguishing Expenses, but "we" will not pay more than the actual amount by which the "loss" of Business Income is reduced.

- (2) "We" will pay for;

- (a) The actual "loss" of Business Income "you" sustain during the "period of restoration", after the waiting period. If applicable, "we" will deduct from this amount all charges and expenses which do not necessarily continue during the "period of restoration".
- (b) The actual "loss" of Business Income "you" sustain directly from a total or partial "loss" to "your" Covered Property, but no more than the Maximum Per Day Limit of Insurance specified in the Declarations for each day "your" operations are suspended.

This period of time will not be limited by the expiration date of the Policy.

- (3) The most "we" will pay for all "loss" of Business Income, Contractual Penalties and Extra Expense arising out of any one occurrence under this Coverage Form is the Business Income, Contractual Penalties and Extra Expense Limit of Insurance specified in the Declarations.
- (4) A Waiting Period Deductible is the amount of time, immediately following the date and time of direct physical "loss" or damage, during which "you" are responsible for the amount of Business Income "loss" sustained or Contractual Penalties incurred or Extra Expense incurred. "We" will then pay the amount of Business Income "loss" sustained and Contractual Penalties incurred and Extra Expense incurred during the remainder of the "Period of Restoration", up to the Limit of Insurance specified in the Declarations that applies to this Coverage. The Waiting Period Deductible that applies to "your" coverage for "loss" of Business Income, Contractual Penalties and Extra Expense is the Business Income, Contractual Penalties and Extra Expense Waiting Period Deductible specified in the Declarations. No other Deductible applies to the insurance provided under this Coverage Form.
- (5) "We" will discontinue payments for "loss" when:
- (a) The total amount paid for the "loss" of income equals the per occurrence Limit of Insurance specified in the Declarations; or
- (b) The "Period of Restoration" is completed, whichever occurs first.

4. Covered Causes of Loss

Covered Causes of Loss means all causes of direct physical "loss" or damage except those causes of "loss" listed in **Section B. EXCLUSIONS**.

5. Additional Coverages

Except as otherwise provided, the following Additional Coverages apply separately to each covered location.

a. Arson and Crime Reward Payments

- (1) In the event of an arson, theft or vandalism "loss" to which the insurance provided by this Coverage Form applies, "we" will reimburse "you" for amounts "you" offer, and subsequently pay, as a reward to anyone, other than "you" or "your" officers, partners or directors, for information leading to:
 - (a) The arrest and conviction of any person(s) responsible for the arson, theft or vandalism "loss"; or
 - (b) The recovery of the stolen property.
- (2) The most "we" will pay under this Additional Coverage for all rewards paid for information regarding any one arson, theft, or vandalism "loss" is the Arson and Crime Reward Payments Limit of Insurance specified in the Declarations.
- (3) No deductible applies to this Additional Coverage.

b. Data Restoration Expense

- (1) The insurance provided by this Coverage Form covers "your" costs to research, replace or restore the lost data on lost or damaged media which is used in or with "your" Covered Property.
- (2) This Additional Coverage applies only if the direct physical "loss" or damage is caused by or results from a Covered Cause of Loss.
- (3) The most "we" will pay in any one occurrence under this Additional Coverage for "your" costs to research, replace, or restore the lost data on lost or damaged media is the Data Restoration Expense Limit of Insurance specified in the Declarations.

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.
- (2) The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical "loss".
- (3) The most "we" will pay under this Additional Coverage is 25% of:
 - (a) The amount "we" pay for the direct physical "loss" to Covered Property, plus
 - (b) The Deductible in this Policy applicable to that "loss".

But, this limitation does not apply to any additional debris removal limit provided under the **Additional Coverage and Coverage Extension** Declarations Schedule.

- (4) 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. Fire Department Service Charge and Extinguishing Expense

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, "we" will pay up to the Fire Department Service Charge and Extinguishing Expense Limit of Insurance specified in the Declarations for "your" liability for fire department service charges:

- (1) Assumed by contract or agreement prior to "loss"; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

e. Loss Adjustment Expense

In the event of covered "loss" or damage under this Coverage Form, "we" will pay for reasonable expenses incurred by "you", at our request, to assist us in the determination of the amount of "loss", such as taking inventory and appraisals.

"We" will not pay for public adjustors' fees.

No Deductible applies to this Additional Coverage.

f. Maintenance Supplies, Spare parts and Fuel

"We" will pay for "loss" to spare parts and accessories for contractors equipment, fluids for vehicles including fuel oil, grease, and similar maintenance supplies usual to "your" operations caused by or resulting from a Covered Cause of Loss. This Additional Coverage does not apply to products, such as fuels in underground tanks.

g. Recharge of Fire Protection Equipment

"We" will pay the cost to recharge discharged Fire Protection Equipment whether or not there is direct physical "loss" or damage to Covered Property. The most "we" will pay for this Additional Coverage is the Recharge of Fire Protection Limit of Insurance specified in the Declarations.

6. Coverage Extensions

a. Equipment Loaned To Others

If Equipment Loaned to Others is shown as INCLUDED in the Declarations, "we" will pay for direct physical "loss" as a result of a Covered Cause of Loss to Equipment Loaned to Others for a period of less than 12 Months.

b. Expediting Expense

"We" will pay reasonable and necessary costs incurred by the insured to expedite repairs to Covered Property following "loss" or damage covered under this Coverage Form. This includes payment of overtime wages and extra cost to use express or other rapid means of transportation. However, coverage is not included hereunder for costs recoverable elsewhere in the Policy or for permanent repair or replacement of damaged Covered Property. The most "we" will pay under this Coverage Extension is the Expediting Expenses Limit of Insurance specified in the Declarations.

c. Newly Acquired Property

(1) The insurance provided by this Coverage Form is extended to apply to direct physical "loss" or damage to property of the type described in the Declarations which "you" acquire during the Policy Period.

"We" will also pay for the actual "loss" of Business Income "you" sustain and Contractual Penalties "you" incur and necessary Extra Expense "you" incur during the "Period of Restoration" due to direct physical "loss" or damage to the "Newly Acquired Property".

(2) Insurance under this Coverage Extension applies only if the direct physical "loss" or damage is caused by or results from a Covered Cause of Loss.

(3) The most "we" will pay in any one occurrence under this Coverage Extension is the Limits of Insurance specified in the Declarations for:

- (a) "Newly Acquired Property" Limit per item;
 - (b) "Newly Acquired Property" limit per occurrence;
 - (c) Business Income, Contractual Penalties and Extra Expense from "Newly Acquired Property" Limit per day;
 - (d) Business Income, Contractual Penalties and "Extra Expense" from "Newly Acquired Property" Limit per occurrence
- (4) The Deductible that applies to the Business Income, Contractual Penalties, and Extra Expense coverage afforded under **Section A.3.a. Time Element** of this Coverage Form also applies to this Coverage Extension for "loss" of Business Income, Contractual Penalties and Extra Expense. No other Deductible applies to this coverage for "loss" of Business Income, Contractual Penalties and Extra Expense.
- (5) The insurance provided under this Coverage Extension for each newly acquired piece of equipment will end when any of the following first occurs:
- (a) The Policy expires;
 - (b) The "Newly Acquired Property" Time Limit specified in the Declarations has lapsed; or
 - (c) "You" report the value of the equipment to us.
- "We" will charge "you" additional premium for values reported from the date "you" acquire the equipment.

d. Pollutant Clean Up and Removal

"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 Loss that occurs during the policy period. The expenses will be paid only if they are reported to "us" in writing within 180 days of the date on which the Covered Loss occurs.

This Coverage Extension 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.

The most we will pay for the sum of all covered expenses arising out of Covered Loss occurring during each separate 12 month period of this Policy is the Pollutant Clean Up and Removal Limit of Insurance specified in the Declarations.

e. Preservation of Property

If it is necessary to move Covered Property from a premises to preserve it from "loss" or damage by a Covered Cause of Loss, "we" will pay for any direct physical "loss" or damage to that property;

- (1) While it is being moved, or while temporarily stored at another location; and
- (2) Only if the "loss" or damage occurs within 30 days after the property is first moved.

f. Rental Reimbursement

We will reimburse "you" for the rental of equipment that is necessary to replace owned equipment and equipment in "your" care, custody and control, and that was made inoperable due to direct physical damage by a Covered Cause of Loss.

"We" will not reimburse "you" if "you" have other similar equipment available to "you", at no additional expense that can be used to continue or resume "your" operations.

A Waiting Period Deductible is the amount of time, immediately following the date and time of direct physical "loss" or damage, during which "you" are responsible for the amount of rental reimbursement "loss" incurred. The Waiting Period Deductible that applies to "your" coverage for "loss" of rental reimbursement is the Rental Reimbursement Waiting Period Deductible specified in the Declarations. "Our" payment will be limited to expenses incurred during the period beginning after the Rental Reimbursement Waiting Period Deductible, and ending when the Covered Property has been replaced, restored to service or is no longer needed, whichever occurs first. "Our" payment will not be limited by the expiration date of the policy. No other Deductible applies to this Coverage Extension.

The most "we" will reimburse "you" for rental expense in any one occurrence under this Coverage Extension is specified in the Declarations. "We" will not pay more for all rental expenses in any one policy year than the Aggregate Limit of Insurance for Rental Expense specified in the Declarations.

g. Short Term Equipment Leased, Borrowed or Rented From Others

- (1) Coinsurance does not apply to this coverage.
- (2) "We" cover direct physical "loss" caused by a Covered Cause of Loss to contractors equipment that "you" have leased, borrowed or rented from others for a period of less than 12 months. The most "we" will pay under this Coverage Extension is the Limit of Insurance specified in the Declarations.
- (3) The Deductible that applies to the Short Term Equipment Leased, Borrowed or Rented From Others Coverage Extension is the Short Term Equipment Leased, Borrowed or Rented From Others Deductible shown in the Declarations.
 - (a) Short Term Equipment Lease, Borrowed or Rented From Others Limit Per Item;
 - (b) Short Term Equipment Leased, Borrowed or Rented From Others Limit Per Occurrence.

h. Unintentional Errors and Omissions

This insurance shall not be prejudiced by any unintentional or inadvertent error, omission, incorrect valuation or incorrect description of the interest, risk or property, provided notice is given to the Company as soon as practicable upon discovery of any such error, omission, incorrect valuation or incorrect description. The most "we" will pay under this Coverage Extension is the Unintentional Errors and Omissions Limit of Insurance specified in the Declarations.

i. Waterborne Property in Transit

If Waterborne Property in Transit is shown as INCLUDED in the Declarations "we" will pay for direct physical "loss" to Waterborne Property in Transit as a result of a Covered Cause of Loss.

j. Waterborne Property

If Waterborne Property, other than Waterborne in Transit, is shown as INCLUDED in the Declarations, "we" will pay for direct physical "loss" to Waterborne Property as a result of a Covered Cause of Loss.

k. Weight of Load

"We" will pay for "loss" due to Weight of Load exceeding the registered lifting capacity of any contractors equipment under normal operating conditions at the time of "loss" if Weight of Load is shown as INCLUDED in the Declarations.

B. EXCLUSIONS

1. "We" will not pay for "loss" or damage caused directly or indirectly by any of the following - such "loss" or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

- a. **Governmental Action**

- Seizure or destruction of Covered Property by order of governmental authority. But, "we" will pay for "loss" or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would otherwise be covered under this Coverage Form.

- b. **Nuclear Hazard**

- Nuclear reaction or radiation, or radioactive contamination, however caused. But if nuclear reaction or radiation, or radioactive contamination results in fire, "we" will pay for the "loss" or damage caused by that fire.

- c. **War and 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. "We" will not pay for "loss" caused by or resulting from any of the following:

- a. Delay, loss of use, loss of market or, except as specifically provided, consequential "loss" of any nature.
 - b. Unexplained disappearance or shortage found upon taking inventory.
 - c. Theft of Small Tools from an unattended transporting conveyance. But this exclusion does not apply to direct physical loss or damage caused by or resulting from:
 - (1) Theft of Small Tools contained in a fully enclosed and securely locked body or compartment of a transporting conveyance if the theft is by forcible entry, evidenced by visible marks upon the body or compartment; or
 - (2) Theft of the entire transporting conveyance.
 - d. Dishonest or criminal acts by "you", any of "your" partners, employees, directors, trustees or authorized representatives, or anyone to whom "you" entrust the Covered Property for any purpose, other than a carrier or other bailee for hire.

- This Exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

- This Exclusion does not apply to acts of destruction by employees, but theft by employees is not covered.

- e. Voluntary parting with any property by "you" or anyone else to whom "you" have entrusted the Covered Property if induced to do so by any fraudulent scheme, trick, device or false pretense.
 - f. Discharge, dispersal, seepage, migration, release, or escape of "Pollutants". Except as provided under the **Coverage Extension Pollutant Clean Up and Removal**, "we" will not pay for direct physical "loss" or damage caused by or resulting from any of the following, **3.a** through **3.j**. But, if an excluded Cause of Loss that is listed in **3.a** through **3.j** results in a Covered Cause of Loss, "we" will pay for loss or damage caused by that Covered Cause of Loss.
 - g. The weight of a load exceeding the registered lifting capacity of any machine under the operating conditions at the time of "loss", except as provided in **Section A. 6. k...**
3. "We" will not pay for direct physical "loss" or damage caused by or resulting from any of the following, **3. a** through **3.j**. But, if an excluded cause of loss that listed in **3.a** through **3.j** results in a Covered Cause of Loss, "we" will pay for loss or damage caused by that Covered Cause of Loss.
- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in **Section B. Exclusion 1** of this Coverage Form to produce the direct physical "loss" or damage;
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body;
 - c. Faulty, inadequate or defective;
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, installation, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, installation, construction, renovation or remodeling; or
 - (4) Maintenance;of part or all of any Covered Property, wherever located.
 - d. Wear and tear, rust, corrosion, fungus, decay, depreciation, gradual deterioration, hidden or latent defect, or any quality in the Covered Property that causes it to damage or destroy itself;
 - e. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals;
 - f. Dampness or dryness of atmosphere; changes in or extremes of temperature; marring or scratching; breakage of tubes, bulbs, lamps or articles made largely of glass (except lenses). But "we" will pay for such "loss" or damage caused directly by the "Specified Causes of Loss" when those "Specified Causes of Loss" are Covered Cause of Loss;
 - g. "Computer Virus";
 - h. Malfunction or failure of covered contractors equipment to operate, due to, but not limited to adjustment, alignment, calibration, cleaning or modification;
 - i. Functioning of any safety or protective device;
 - j. Mechanical breakdown; or artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires.



4. The following additional exclusions apply only to the insurance provided under this Coverage Form for "loss" of "Business Income" and "Extra Expense". "We" will not pay for:
 - a. "Loss" of "Business Income" or "Extra Expense" caused by or resulting from programming errors or faulty machine instructions.
 - b. Any increase of "loss" of "Business Income" or "Extra Expense" caused by or resulting from:
 - (1) Delay in rebuilding, repairing or replacing damaged Covered Property or in resuming "your" business operations, due to interference by strikers or other persons at "your" premises or the premises of "your" normal business operations; or
 - (2) Suspension, lapse, or cancellation of any license, lease, or contract. But if the suspension, lapse or cancellation is directly caused by the interruption of "your" business operations, "we" will cover such "loss" that affects "your" "Business Income" during the "Period of Restoration"; or
 - c. Any other consequential "loss".

C. LIMITS OF INSURANCE

1. The most "we" will pay for "loss" in any one occurrence is the Maximum Per Occurrence Limit specified in the Declarations.
2. Except where specifically indicated otherwise, payments under any Additional Coverages are in addition to the Property and Time Element Limits of Insurance.
3. Except where specifically indicated otherwise, payment under the Coverage Extensions does not increase the applicable Property and Time Element Limits of Insurance.
4. The most "we" will pay for any Additional Coverage or any Extension of Coverage under this Coverage Form is the Limit of Insurance specified in the Declarations.

D. DEDUCTIBLE

"We" will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limits of Insurance exceeds the Deductible specified in the Declarations. "We" will then pay the adjusted "loss" in excess of the Deductible amount, or Percentage Deductible up to the applicable Limit of Insurance. If a "loss" involves two or more Covered Property items, the Percentage Deductible will apply only to the Covered Property with the highest Limit of Insurance. Except as may be otherwise provided in this policy, in the event of any one Occurrence where two or more Deductibles apply, the total to be deducted shall not exceed the largest Deductible applicable, except that in the event of one Occurrence where both a physical damage and a Time Element deductible are involved, each such Deductible shall apply separately.

E. VALUATION CONDITIONS

General Conditions E. Valuation in the Commercial Inland Marine Conditions is replaced by the following:

1. In the event of "loss", the value of Covered Property will be determined as of the time of "loss".
2. If a covered "loss" occurs to an item of Covered Property and the total amount of this "loss" is less than 20% of the value of the item at the time of "loss", no depreciation will be applied to the damaged Covered Property in the settlement of the claim.



3. Unless otherwise indicated on Declarations, the value of Covered Property will be the least of the following amounts:
 - a. The Limit of Insurance applying to the damaged Covered Property;
 - b. The actual cash value (replacement cost less depreciation) of the Covered Property;
 - c. The cost of reasonably restoring that property to its condition immediately before "loss"; or
 - d. The cost of replacing that property with used, but substantially identical property.
4. If Replacement Cost is indicated in the Declarations, the most "we" will pay is the least of the following:
 - a. The actual cost to repair or restore the Covered Property with materials of like kind and quality;
 - b. The amount actually spent to repair or replace the Covered Property; or
 - c. The Limit of Insurance applying to the damaged Covered Property.

No depreciation will be applied to the damaged property in the settlement of the claim.
5. If Agreed Value is indicated in the Declarations, "we" will determine the value of the Covered Property as follows:
 - a. With respects to items listed in the Schedule on file with us, each item is valued at and insured for the amount indicated in the Schedule and without depreciation.
 - b. With respect to items not listed in the Schedule on file with us but covered under the terms of this Policy, each item shall be valued at and insured for:
 - (1) if owned by you, the cost price to you, without deduction for depreciation, or
 - (2) if not owned by you, the amount for which you may be legally liable contractually or otherwise.

Notwithstanding the foregoing, "we" may elect to repair any damaged Covered Property or replace any damaged Covered Property with another of like quality and value.

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

1. Carriers for Hire

"You" may accept bills of lading or shipping receipts issued by carriers for hire that limit their liability to less than the actual value of the Covered Property.

2. Coverage Territory

"We" will cover Covered Property wherever located within:

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



3. Coinsurance

All Covered Property must be insured for at least the percentage coinsurance amount, as specified in the Declarations, of its value as of the time of "loss" or "you" will incur a penalty.

The penalty is that "we" will pay only the proportion of any "loss" that the Limit of Insurance specified in the Declarations for the lost or damaged items bears to the coinsurance percentage of its value as of the time of "loss".

4. Deductible Waiver for Pre-Loss Risk Protection

a. In the event of a theft "loss", we agree to waive the Deductible amount up to \$10,000, if any piece of stolen contractors equipment;

(1) is protected by a LoJack Stolen Vehicle Police Recovery System, or

(2) is registered on the National Equipment Register (NER) database prior to the date and time of theft.

b. The following provisions are added to the Commercial Inland Marine Conditions, "Duties" in the event of loss:

(1) For contractors equipment protected by a LoJack Stolen Vehicle Police Recovery System;

(a) Work with the police having jurisdiction in the area which the theft occurred to insure that the piece of contractors equipment is entered as a vehicle into their computer system; and

(b) Call LoJack and provide the Corporate Construction Administrator with the same information you provided the local law enforcement agency.

(2) For contractors equipment registered on the National Equipment Register Database:

(a) Ensure that a report of theft is submitted to law enforcement and that the NER is also notified of the loss, and

(b) Provide evidence, or request that the NER provide evidence, that the contractors equipment is registered in the NER database when claiming a Deductible waiver.

(3) The Coinsurance Condition does not apply if waived on the Declarations.

5. Minimum Earned Premium

If a Minimum Earned Premium is specified in the Declarations, this is the minimum premium "we" will earn and retain regardless of the Policy's term except when the Policy is cancelled as of the Policy effective date.

6. Reporting Conditions

Subject to the "Reporting Period" indicated in the Declarations, the Reporting Conditions will be as follows:

a. Within 30 days after the end of each "reporting period", "you" must file with us reports of the total value of Covered Property. "Your" report must contain updated Declarations of all Covered Property including any additional values due to Short Term Equipment Leased Borrowed or Rented from Others held in your possession for 12 months or less.

b. If, at the time of "loss," "you" have failed to file with us:

(1) The first required report, "we" will not pay more than 90% of the amount "we" would otherwise have paid;

- (2) Any required report after the first report; "we" will not pay more than the value stated in the last report filed with us before the "loss".
- c. "We" will not pay more than the applicable Limit of Insurance even if the value "you" report exceeds the limit.
- d. After each Premium Adjustment Period, "we" will compute the earned premium using the rate indicated multiplied by the average reported values, per \$100. The average reported value is determined by dividing the total reported values by the number of reports, including the report of values at policy inception.
- e. The premium specified in the Declarations is a deposit premium. When the "reporting period" is:
 - (1) On an annual basis, "we" will compare the total computed premium to the deposit premium. If the computed premium is:
 - (a) More than the deposit premium, "you" will pay us the difference; or
 - (b) Less than the deposit premium, "we" will pay "you" the difference.
 - (2) On other than an annual basis, "we" will apply the computed premium to the deposit premium until it is used up. "You" will pay us all premiums that exceed the deposit premium;
 - (a) "You" must pay at least the minimum premium specified in the Declarations. The minimum premium will only apply when the computed premium for the policy period is less than the minimum premium and the policy period is fully completed.
 - (b) If this insurance is cancelled, "you" must report the total value of all Covered Property up to and including the date of cancellation.

7. Resume Operations

The following applies when Business Income, Contractual Penalties and Extra Expense is indicated in the Declarations:

"You" must take all reasonable steps to minimize "your" loss of Business Income either by making use of "your" own property or by using other property to continue "your" operations. "You" must also resume at least partial operations as soon as practicable after a "loss".

G. DEFINITIONS

- 1. "Computer Virus" means any "Software" introduced or implanted without authorization into hardware or "Software" which causes the corruption, distortion, deletion, destruction, unauthorized copying or "loss" of functionality of "Software".
- 2. "Employee":
 - a. "Employee" means:
 - (1) Any natural person;
 - (a) while in "your" service or for 30 days after termination of service;
 - (b) who "you" compensate directly by salary, wages or commissions; and
 - (c) who "you" have the right to direct and control while performing services for "you".

- (2) Any natural person who is furnished temporarily to "you";
 - (a) to substitute for a permanent "employee" as defined in Paragraph above;
 - (b) who is on leave; or
 - (c) to meet seasonal or short-term work load conditions,

while that person is subject to "your" direction and control and performing services for "you", excluding any such person while having care, and custody of Covered Property not on "your" premises.

- (3) Any natural person who is leased to "you" under a written agreement between "you" and a labor leasing firm, to perform duties related to the conduct of "your" business, but does not mean a temporary "employee" as defined in Paragraph 2.a. (2) above;
- (4) Any natural person who is a former "employee," director, partner, member, manager, representative or trustee retained as a consultant while performing services for "you"; or
- (5) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care, and custody of Covered Property outside the premises.

b. "Employee" does not mean:

- (1) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (2) Any manager, director or trustee except while performing acts coming within the scope of the usual duties of an "employee".

3. "Loss" means accidental loss or damage.

4. "Newly Acquired Property", when no reporting provision for Leased or Rented from Others is specified in the Declarations, means property purchased or borrowed by "you" but does not include property "you" rent, hire or lease from others. But property "you" rent or lease under a written lease agreement for 12 months or more is included in "Newly Acquired Property".

When a reporting provision for Leased or Rented from Others is specified in the Declarations, "Newly Acquired Property" means property purchased or borrowed by "you" but does not include property "you" rent, hire or lease from others.

6. "Period of Restoration" means the period of time that;

- a. begins with the date of direct physical "loss" caused by or resulting from any Covered Cause of Loss to a Scheduled item; and
- b. ends on the date when the equipment should be repaired, rebuilt or replaced with reasonable speed and similar quality.

"Period of Restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- a. regulates the construction, use or repair, or requires the tearing down of any property or equipment; or
- b. requires any insured or others to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration of the Policy will not cut short the "Period of Restoration".

7. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
8. "Premium base" means the basis upon which the premium for contractors equipment which "you" lease or rent will be determined. The "premium base" is shown in the Declarations.
9. "Reporting Period" means the period of time for which new reports of value are due, as specified in the Declarations:
 - a. Monthly, reports must show values as of the last day of the month; and the "reporting period" ends on the last day of each month.
 - b. Quarterly, reports must show values as of the last day of each month; but the "reporting period" ends on the last day of each third month from policy inception.
 - c. Semi-Annual, reports must show values as of the last day of each month; but the "reporting period" ends on the last day of the sixth month from policy inception and on the policy anniversary date.
 - d. Annual, reports must show values as of the last day of each month; but the "reporting period" ends on the policy anniversary date.
10. "Specified Causes of Loss" means: fire; lightning; explosion; windstorm; hail; smoke; riot or civil commotion; vandalism; theft; leakage from fire extinguishing equipment; aircraft or vehicles and objects thrown up by vehicles; "sinkhole collapse", volcanic action; falling objects; weight of snow, ice or sleet; "water damage" elevator collision; sonic shock waves; or accident to the vehicle while carrying Covered Property.
 - a. "Sinkhole collapse" means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of "loss" does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities.
 - b. "Water damage" means "loss" caused by accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.
11. "Software" means:
 - a. Electronic data processing, recording or storage media such as film, tapes, cards, discs, drums or cells; and
 - b. Data and programming records, used for electronic data processing or electronically controlled equipment, stored on media.