

SERFF Tracking Number: TRAX-125735687 State: Arkansas
Filing Company: TRANSGUARD INSURANCE COMPANY OF AMERICA, INC. State Tracking Number: EFT \$50
Company Tracking Number: CA AR0804201F01
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: 2008 Commercial Auto - Revised Endorsements, Withd
Project Name/Number: 2008 Commercial Auto - Revised Endorsements, Withdrawn Endorsement/CA AR0804201F01

Filing at a Glance

Company: TRANSGUARD INSURANCE COMPANY OF AMERICA, INC.

Product Name: 2008 Commercial Auto - Revised Endorsements, Withd
TOI: 20.0 Commercial Auto
Sub-TOI: 20.0001 Business Auto
Filing Type: Form
Effective Date Requested (New): 01/01/2009
Effective Date Requested (Renewal):

SERFF Tr Num: TRAX-125735687 State: Arkansas
SERFF Status: Closed
Co Tr Num: CA AR0804201F01
Co Status:
Author: SPI Transguard
Date Submitted: 07/16/2008

State Tr Num: EFT \$50
State Status: Fees verified and received
Reviewer(s): Betty Montesi, Llyweyia Rawlins
Disposition Date: 07/16/2008
Disposition Status: Approved
Effective Date (New): 04/01/2009
Effective Date (Renewal): 04/01/2009

State Filing Description:

General Information

Project Name: 2008 Commercial Auto - Revised Endorsements, Withdrawn Endorsement
Project Number: CA AR0804201F01
Reference Organization:
Reference Title:
Filing Status Changed: 07/16/2008
State Status Changed: 07/16/2008
Corresponding Filing Tracking Number:
Filing Description:

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

In accordance with the filing requirements of your state, we hereby submit the captioned filing for your review and acceptance. This filing contains the following endorsements which replace a previously filed edition as noted.

FORM EDITION TITLE

REPLACED EDITION

SERFF Tracking Number: TRAX-125735687 State: Arkansas
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014060 11/08 Truckers Coverage form Enhancements 07/04
094023 01/08 Installment Payment Endorsement 06/04
094025 02/05 Combined Rate Endorsement 06/04

We are also withdrawing previously filed endorsement 094015 07/04 - Special Coverage for Household Goods Operations - from use with our Commercial Auto program.

Please refer to the attached Explanatory Memorandum for a detailed description of this filing.

These items may be system-generated and formatted differently due to systems constraints. The content, however, will remain the same. In such case, these items will not be refiled unless otherwise requested by your Department in response to this filing.

We kindly request an effective date of January 1, 2009.

Company and Contact

Filing Contact Information

Robert Goddard, Compliance Analyst Robert.Goddard@Transguard.com
215 Shuman Blvd (630) 864-3476 [Phone]
Naperville, IL 60563 (630) 864-3579[FAX]

Filing Company Information

TRANSGUARD INSURANCE COMPANY OF AMERICA, INC. CoCode: 28886 State of Domicile: Illinois
215 Shuman Blvd Group Code: 225 Company Type: Property & Casualty
Suite 400
Naperville, IL 60563 Group Name: IAT Reinsurance State ID Number:
Company Group
(800) 796-2480 ext. [Phone] FEIN Number: 36-3529298

SERFF Tracking Number: TRAX-125735687 State: Arkansas
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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
TRANSGUARD INSURANCE COMPANY OF AMERICA, INC.	\$50.00	07/16/2008	21437951

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Correspondence Summary

Dispositions

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

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
December 15, 2008/ CA AR0804201F01/ Note To Reviewer Effective Date Change		SPI Transguard	12/15/2008	12/15/2008

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Disposition

Disposition Date: 07/16/2008

Effective Date (New): 04/01/2009

Effective Date (Renewal): 04/01/2009

- Effective Date (New) changed from 01/01/2009 to 04/01/2009 and Effective Date (Renewal) changed from 01/01/2009 to 04/01/2009 by Rawlins, Llyweyia on 12/16/2008.

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	08042 Com Auto Forms 2008 Updates - Explanatory Memo	Approved	Yes
Supporting Document	COMPARE 014060 11/08 to 07/04, COMPARE 094023 01/08 to 06/04, COMPARE 094025 02/05 to 06/04	Approved	Yes
Supporting Document	WITHDRAWN FORM - 094015 07/04 - Exhibit	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form	Truckers Coverage Form Enhancements	Approved	Yes
Form	Installment Payment Endorsement	Approved	Yes
Form	Combined Rate Endorsement	Approved	Yes

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Note To Reviewer

Created By:

SPI Transguard on 12/15/2008 04:11 PM

Subject:

December 15, 2008/ CA AR0804201F01/ Effective Date Change

Comments:

Thank you for your recent approval of this filing with a January 1, 2009 effective date. At this time, please accept this "Note to Reviewer" as notification that we will be revising the implementation effective date of this filing due to system limitations. We kindly request an effective date of April 1, 2009.

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Truckers Coverage Form Enhancements	014060	11/08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 014060 Previous Filing #:		014060.PDF
Approved	Installment Payment Endorsement	094023	01/08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 094023 Previous Filing #:		094023.PDF
Approved	Combined Rate Endorsement	094025	02/05	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 094025 Previous Filing #:		094025.PDF



TRUCKERS COVERAGE FORM ENHANCEMENTS

This endorsement modifies insurance provided under the following:

TRUCKERS COVERAGE FORM

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

Name of Insured:	Policy Number:
Effective Date:	Countersigned by

(Authorized Representative)

SCHEDULE

PREMIUM CHARGE FOR ENHANCEMENT COVERAGES:	\$
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COVERAGE DESCRIPTION	LIMIT OF INSURANCE (If Applicable)
I. Broadened Named Insured -- New Ventures	INCLUDED
II. Additional Insured Coverage and Waiver of Subrogation	INCLUDED
III. Hired Auto Physical Damage Coverage	
IV. Trailer Interchange Coverage	
V. Other Coverage for Hired Vehicles	INCLUDED
VI. Communication Equipment Coverage	
VII. Rental Reimbursement Coverage	
VIII. Extended Towing Coverage	
IX. Extended Glass Coverage	INCLUDED
X. Amendment of Valuation Basis	INCLUDED
XI. Incidental Garagekeepers Liability	
XII. Expanded Medical Payments for "Temporary Workers"	

The items listed in the **SCHEDULE** are provided as additions to your insurance program.

The **Truckers Coverage Form, CA 00 12**, is amended as follows:

ing the policy period, and over which you main

I. Broadened Named Insured -- New Ventures

At the end of **SECTION II – LIABILITY COVERAGE, A. Coverage**, Paragraph 1. **Who Is An Insured**, the following is added:

Any organization you own on the inception of this policy, or newly acquire or form dur-

tain majority ownership or majority interest during the policy period will qualify as a Named Insured if:

- a. There is no other similar insurance available to that organization; and
- b. The first Named Insured shown in the **Declarations** of this policy has the responsibility of placing insurance for that organization; and

- c. The organization is incorporated or organized under the laws of any state of the United States of America, or the District of Columbia, and the business of that organization is relocation, transportation or storage or is directly associated with the relocation, transportation or storage business.

However:

- (1) Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the **Declarations**, or the end of the policy period, whichever is earlier; and
- (2) Coverage under this provision does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you acquired or formed the organization; and
- (3) No person or organization is an “insured” with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the **Declarations**; and
- (4) Coverage under Paragraphs **a. b.** and **c.** above does not apply to any organization that is covered as an insured under any other automobile liability insurance policy whose limits of insurance have been exhausted, whose insurer has become insolvent, or for which coverage for any claim or “suit” has been denied.

II. Additional Insured Coverage and Waiver of Subrogation

At the end of **SECTION II – LIABILITY COVERAGE, A. Coverage, Paragraph 1. Who Is An Insured**, the following is added:

Any person or organization with respect to the ownership, maintenance, or use of a “covered auto”, provided that you and such person or organization have agreed under an express provision in a written “insured contract” or written agreement, or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy is an additional “insured”.

However, such person, organization, or governmental or public authority is an additional “insured”:

- (1) Only with respect to the ownership, maintenance or use of a covered “auto”; and
- (2) Only for “bodily injury” or “property damage” caused by an “accident” arising out of your operations under the “insured contract”, written agreement, or permit which takes place after:
 - (a) You executed the “insured contract” or written agreement; or
 - (b) The permit has been issued to you.

In **SECTION V – TRUCKERS CONDITIONS**, the following is added to the end of Paragraph **A. Loss Conditions, Clause 5. Transfer Of Rights Of Recovery Against Others To Us**:

Waiver of Subrogation

If required because of:

- a. A written “insured contract” or written agreement executed prior to the “accident”; or
- b. A written permit issued to you by a governmental or public authority prior to the “accident”;

we waive any right of recovery we may have against any person or organization named in such contract, agreement or permit, because of payments we made for injury or damage arising out of a covered “auto”.

III. Hired Auto Physical Damage Coverage

If **PHYSICAL DAMAGE COVERAGE** is provided by this policy on your owned covered “autos”, the following applies:

Any “auto” that you lease, hire, rent or borrow without a driver will be covered under this policy for **PHYSICAL DAMAGE COVERAGE**. However any such “auto”:

- a. Will be covered only for **PHYSICAL DAMAGE COVERAGE** to the same extent that applies to your owned covered “autos”;
- b. Will be subject to the same applicable deductible shown in the **Declarations** that applies to your most similar owned covered “auto”;
- c. The most we will pay for any one “loss” in any one “accident” is the lesser of the following:

- (1) Actual Cash Value of the damaged or stolen property as of the time of the "loss" as determined by us;
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- (3) The Limit of Insurance shown in the **Schedule**.

AGE that applies to your most similar owned covered "autos".

However this coverage does not apply to any "private passenger type auto" you lease, hire, rent or borrow from any member of your household, any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

IV. Trailer Interchange Coverage

Symbol 48 – "Trailers" In Your Possession Under A Written Trailer Or Equipment Interchange Agreement is added to the Truckers Coverage Part Declarations.

If **PHYSICAL DAMAGE COVERAGE** is provided by this policy on your owned covered "trailers", the same physical damage coverage and deductibles will apply to "trailers" in your possession under a written Trailer or Equipment Interchange Agreement.

If **PHYSICAL DAMAGE COVERAGE** is not provided by this policy on your owned covered "trailers", then \$500 Deductible Comprehensive Coverage and \$1,000 Deductible Collision Coverage applies to "trailers" in your possession under a written Trailer or Equipment Interchange Agreement.

The **Maximum Value** of any individual trailer as described above will be the amount shown in the **Schedule**. All other terms and conditions of **SECTION III – TRAILER INTERCHANGE COVERAGE** will apply.

V. Other Coverage for Hired Vehicles

If **UNINSURED MOTORISTS COVERAGE OR UNDERINSURED MOTORISTS COVERAGE** is provided by this policy on your owned covered "autos", the following applies:

Any "auto" that you lease, hire, rent or borrow without a driver will be covered under this policy for **UNINSURED MOTORISTS COVERAGE OR UNDERINSURED MOTORISTS COVERAGE**. Any such "auto" will be covered only for the same **UNINSURED MOTORISTS COVERAGE OR UNDERINSURED MOTORISTS COVER-**

This coverage does not apply to any "private passenger type auto" you lease, hire, rent or borrow from any member of your household, any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

VI. Communication Equipment Coverage

In **SECTION IV – PHYSICAL DAMAGE COVERAGE**, Section **B. Exclusions**, Paragraph **2.** after "Exclusions **2.e.** and **2.f.** do not apply to:" paragraph **b.** is deleted and replaced with the following:

- b.** Any other electronic or communication equipment that is:
- (1)** Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2)** An integral part of the same unit housing any sound reproducing equipment described in **a.** above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio; or
 - (3)** Permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of power from the "auto's" electrical system. This coverage also applies to antennas and other accessories necessary for the use of the electronic equipment.

However, the most we will pay for "loss" is Limit of Insurance shown in the **Schedule** and no deductible applies to this coverage.

VII. Rental Reimbursement Coverage

In **SECTION IV – PHYSICAL DAMAGE COVERAGE**, Paragraph **A. Coverage**, at the end of **4. Coverage Extension**, the following is added:

Rental Reimbursement or Transportation Expenses

If "loss" occurs to a covered "auto" described or designated in the **Declarations** or **Schedule** and covered for **PHYSICAL DAMAGE COVERAGE**, we will pay for rental expenses for the rental of a similar replacement "auto" and additional transportation expenses incurred by you.

This payment applies in addition to the otherwise applicable amount of each coverage you have on the covered "auto". No deductible applies to this coverage. However:

- (1) We will pay only for those expenses incurred by you that begin 24 hours after the covered "loss".
- (2) We will cease paying for those expenses, regardless of the policy's expiration date, at the earlier of the following dates:
 - (a) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate and return the covered "auto" to you; or
 - (b) 45 days from the date this coverage begins.
- (3) Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred by you; or
 - (b) The Limit of Insurance shown in the **Schedule**.
- (4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations. For this restriction to apply such spare or reserve "autos" must be located no further than 50 miles from the location of the "loss".
- (5) If "loss" results from the total theft of a covered "private passenger type auto", we will pay under this coverage only that amount of your covered rental expenses or additional transportation expenses which are not already provided for under **PHYSICAL DAMAGE COVERAGE Extensions**.

VIII. Extended Towing Coverage

In **SECTION IV – PHYSICAL DAMAGE COVERAGE, A. Coverage**, paragraph **2. Towing – Private Passenger Autos** is deleted and replaced by the following:

2. Extended Towing

We will pay up to the Limit of Insurance shown in the **Schedule** per disablement for towing and labor costs you incur each time your covered "auto" is disabled. However:

- a. All labor must be performed at the place of disablement; and
- b. If the covered "auto" is of the "private passenger type" no deductible applies; and
- c. If the covered "auto" is not of the "private passenger type", our obligation to pay will be subject to a \$250 deductible per disablement.

IX. Extended Glass Coverage

In **SECTION IV – PHYSICAL DAMAGE COVERAGE, A. Coverage**, paragraph **3.a.** is deleted and replaced by the following:

- a. Glass breakage. If glass must be replaced, the deductible will be \$100 or the deductible shown in the **Declarations**, whichever is less. If glass can be repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

X. Amendment of Valuation Basis

In **SECTION IV – PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance**, Paragraph **2.** is deleted and replaced with the following:

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a "loss".

The actual cash value means the cost of a vehicle of like kind, quality, and age plus the additional cost of any specialized or custom modifications to the insured "auto". These additional costs can include special cargo boxes, lift gates or loading ramps, special painting of trade marks or logos, or specialized suspension systems.

These additional costs do not include normal repair, maintenance, or upkeep.

XI. Incidental Garagekeepers Liability

Form CA 99 37 – GARAGEKEEPERS COVERAGE on an Excess Insurance basis is included at any scheduled location of the insured with the following limits and deductibles:

Coverage	Limit of Insurance
Comprehensive	Limit of Insurance shown in the Schedule minus \$500 Deductible
Specified Causes of Loss	Not Applicable
Collision	Limit of Insurance shown in the Schedule minus \$1,000 Deductible

XII. Expanded Medical Payments for “Temporary Workers”

If a limit of coverage appears in the **Schedule**, then the **AUTO MEDICAL PAYMENTS COVERAGE** form **CA 99 03** is attached to the policy and the following additional provision applies:

We will pay reasonable expenses incurred for necessary medical and funeral services to or for a “temporary worker” who sustains “bodily injury” caused by an “accident”. We will pay only those expenses incurred, for services rendered within three years from the date of the “accident”.

The most we will pay is the Limit of Insurance shown in the **Schedule**, except as described below, all other terms and conditions of **AUTO MEDICAL PAYMENTS COVERAGE** form **CA 99 03** are applicable to this extension of coverage.

The Limit of Insurance applicable to “temporary workers” is separate and distinct from the Limit of Insurance otherwise shown on the **Declarations** for Medical Payments.

In the **AUTO MEDICAL PAYMENTS COVERAGE** form **CA 99 03**, Paragraph **E. CHANGES IN CONDITIONS** does not apply to this coverage enhancement. The following provisions do apply:

1. This coverage enhancement is excess over any other insurance that may apply to the “temporary worker;” and
2. If any person for whom we make payment under this coverage enhancement has rights to recover damages from another, those rights are transferred to us. That person must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSTALLMENT PAYMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 COMMERCIAL UMBRELLA COVERAGE PART

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

Name of Insured:	Policy Number:
Effective Date:	Countersigned by

(Authorized Representative)

A. Installments

In consideration of the issuance of this policy, the Insured agrees that the Annual Premium for this policy is to be paid in installments. Down Payment and any applicable state taxes or fees are due at the inception of coverage. Future Installment Payments are due as shown in the **INSTALLMENT SCHEDULE**.

B. Endorsements

Additional premiums due for Endorsements issued after inception may be paid on a cash basis or added to future installments due.

Return premiums due for Endorsements issued after inception may be refunded on a cash basis or deducted from future installments.

Any change to the PAYMENT SCHEDULE resulting from such endorsements will be reflected on the **INSTALLMENT SCHEDULE**.

C. Cancellation Provisions

Non-Payment of any original Installment or revised Installment resulting from endorsement changes will result in the Company mailing Notice of Cancellation in accordance with the policy terms and conditions.

COMBINED RATE ENDORSEMENT

Named Insured

Effective Date:

12:01 A.M., Standard Time

Agent Name

Agent No.

This endorsement applies only to the premium developed for those Coverage Parts marked by below.

		Estimated Annual Premium
<input type="checkbox"/> Commercial Property Coverage Part	\$	
<input type="checkbox"/> Commercial General Liability Coverage Part	\$	
<input type="checkbox"/> Crime and Fidelity Coverage Part	\$	
<input type="checkbox"/> Commercial Inland Marine Coverage Part	\$	
<input type="checkbox"/> Truckers Coverage Part – Liability Coverage	\$	
<input type="checkbox"/> Truckers Coverage Part – Physical Damage Coverage	\$	
<input type="checkbox"/> _____	\$	
Total Estimated Annual Premium	\$	

It is agreed that the estimated annual premium for the Coverage Parts indicated above by may be combined and charged on the basis shown below, which shall be applied to the actual:

- Gross Transportation Revenue
- Gross Receipts from Direct Operations
- Number of Vehicles
- Other Basis

Reported by the insured during the policy period.

Basis	Estimated Annual Basis	Combined Rate	Combined Premium at Inception
Gross Transportation Revenue			\$
Gross Receipts from Direct Operations			\$
Number of Vehicles			\$
Other Basis			\$
Total Combined Premium			\$

A. Terms and Conditions:

The premiums stated above are the estimated premiums only. Upon completion of each annual period, or upon the termination of the policy, an audit will be conducted.

At our discretion, the audit may be either voluntary or an actual on-site audit of physical exposures. In either case, the audit must be completed no later than 45 days after termination or expiration of the policy.

The earned premium will be computed by applying the actual annual basis to the combined rate. If the earned premium thus computed exceeds the premium paid, you shall pay the excess to us. If less, we shall return to you the unearned portion.

B. Definitions:

1. Gross Transportation Revenue means the total amount to which you are entitled for shipment, transportation or handling of property during the policy period regardless of operating authority. **Gross Transportation Revenue** also includes the total amount received from renting equipment, with or without drivers, to anyone who is not a "trucker", and 15% of the total amount received from renting any equipment to any "trucker".

Gross Transportation Revenue does not include advertising revenue, taxes which you collect as a separate item and remit directly to a governmental division, or revenue from packing operations not connected with transportation.

2. Gross Receipts from Direct Operations means the amount to which you are entitled for shipment, transportation or handling of property under your own operating authority or contract.

Gross Receipts from Direct Operations does not include any remuneration for similar operations while you are acting as an agent of a national van line or as a sub-hauler for another transportation company.

3. The Number of Vehicles means the average number of vehicles you own or lease during the policy period. The average number will be determined by adding the number of units at inception to the number of units at the termination or expiration of the policy and dividing the sum by two for each annual policy term.

4. Other Basis of the Combined Rate is described at the end of this endorsement.

C. Adjustments

It is further agreed that a complete re-survey of exposures will be made annually, or at any time at our request or at your request. If the re-survey results in determination of exposure changes of greater than 15% and these changes would not be reflected by application of the chosen basis, the Combined Rate may be adjusted.

Such adjustment at the end of an annual period will be at our discretion. Adjustment during any annual policy period must be at our mutual agreement.

Other Basis:

Other Clarifications:

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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 07/16/2008

Comments:

See attached NAIC P&C Transmittal Document and Form Filing Schedule.

Attachments:

AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF
AR - NAIC FORM FILING SCHEDULE.PDF

Satisfied -Name: 08042 Com Auto Forms 2008 Updates - Explanatory Memo **Review Status:** Approved 07/16/2008

Comments:

See attached explanatory memorandum.

Attachment:

08042 Com Auto Forms 2008 Updates - Explanatory Memo.PDF

Satisfied -Name: COMPARE 014060 11/08 to 07/04,
COMPARE 094023 01/08 to 06/04,
COMPARE 094025 02/05 to 06/04 **Review Status:** Approved 07/16/2008

Comments:

See attached comparison of submitted and replaced forms.

Attachments:

COMPARE 014060 11_08 to 07_04.PDF
COMPARE 094023 01_08 to 06_04.PDF
COMPARE 094025 02_05 to 06_04.PDF

Satisfied -Name: WITHDRAWN FORM - 094015 07/04 - Exhibit **Review Status:** Approved 07/16/2008

Comments:

SERFF Tracking Number: TRAX-125735687 *State:* Arkansas
Filing Company: TRANSGUARD INSURANCE COMPANY OF *State Tracking Number:* EFT \$50
AMERICA, INC.
Company Tracking Number: CA AR0804201F01
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See attached copy of the form withdrawn.

Attachment:

WITHDRAWN FORM - 094015 07_04 - Exhibit.PDF

SERFF Tracking Number: TRAX-125735687 State: Arkansas
Filing Company: TRANSGUARD INSURANCE COMPANY OF AMERICA, INC. State Tracking Number: EFT \$50
Company Tracking Number: CA AR0804201F01
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: 2008 Commercial Auto - Revised Endorsements, Withd
Project Name/Number: 2008 Commercial Auto - Revised Endorsements, Withdrawn Endorsement/CA AR0804201F01

Review Status:

Satisfied -Name: Cover Letter

Approved

07/16/2008

Comments:

See attached cover letter.

Attachment:

Cover Letter.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: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
IAT Reinsurance Company Group	0225

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
TRANSGUARD INSURANCE COMPANY OF AMERICA, INC.	IL	28886	36-3529298	

5. Company Tracking Number	CA AR0804201F01
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Robert E. Goddard 215 Shuman Blvd, Suite 400 Naperville IL 60563	Compliance Analyst	(800)-796-2480 Ext. 3476	630-864-3579	Robert.Goddard@Transguard.com

7.	Signature of authorized filer	
8.	Please print name of authorized filer	Robert E. Goddard

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)	
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: 01/01/2009 Renewal: 01/01/2009
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	07/16/2008
19.	Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document

20.	This filing transmittal is part of Company Tracking #	CA AR0804201F01
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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]
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In accordance with the filing requirements of your state, we hereby submit the captioned filing for your review and acceptance. This filing contains the following endorsements which replace a previously filed edition as noted.

FORM EDITION	TITLE	REPLACED EDITION
014060 11/08	Truckers Coverage form Enhancements	07/04
094023 01/08	Installment Payment Endorsement	06/04
094025 02/05	Combined Rate Endorsement	06/04

We are also withdrawing previously filed endorsement 094015 07/04 - Special Coverage for Household Goods Operations - from use with our Commercial Auto program.

Please refer to the attached Explanatory Memorandum for a detailed description of this filing.

These items may be system-generated and formatted differently due to systems constraints. The content, however, will remain the same. In such case, these items will not be refiled unless otherwise requested by your Department in response to this filing.

We kindly request an effective date of January 1, 2009.

22.	<p>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]</p> <p>Check #: Amount:</p> <p>A \$50.00 filing fee was paid by EFT with the submission of this filing.</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>
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***Refer to 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 #	CA AR0804201F01
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2. This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	Internal drawer filing no. CA AR0804301R01.
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Truckers Coverage Form Enhancements	014060 11/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	014060 07/04	
02	Installment Payment Endorsement	094023 01/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	094023 06/04	
03	Combined Rate Endorsement	094025 02/05	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	094025 06/04	
04	Special Coverage for Household Goods Operations	094015 07/04	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" 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		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

TRANSGUARD INSURANCE COMPANY OF AMERICA, INC.

COMMERCIAL AUTOMOBILE EXPLANATORY MEMORANDUM Revised Endorsements & Withdrawn Endorsement

TRANSGUARD INSURANCE COMPANY OF AMERICA, INC. (TRANSGUARD) is submitting this filing for your review and acceptance. This filing contains independent material that has been developed to compliment the standard **ISO Division One** forms and endorsements currently on file with your state.

TRANSGUARD is a subscriber of Insurance Services Office, Inc. (ISO), and we are affiliated with them for Commercial Automobile forms and endorsements. TRANSGUARD specializes in providing insurance for businesses that focus on the Relocation, Transportation and Storage industries and we write both monoline and package policies using the ISO program in conjunction with our independent forms and endorsements.

ENDORSEMENTS

014060 11/08 – TRUCKERS COVERAGE FORM ENHANCEMENTS: This revised optional endorsement replaces the 07/04 edition. The revisions include:

- Updating the Coverage Description items in the schedule and the corresponding provisions in the endorsement itself to include the numbering of each item for easier identification;
- Clarification of which options are included when there is no specific limit of coverage provided;
- Deleting the Modification of Fellow Employee Coverage;
- Adding Trailer Interchange Coverage; and
- Clarification of language and form references.

094023 01/08 – INSTALLMENT PAYMENT ENDORSEMENT: This revised optional endorsement replaces the 06/04 edition. Other than updating the revision date, the only other change is to add the reference to Commercial Umbrella as a type of insurance it can be used with.

094025 02/05 – COMBINED RATE ENDORSEMENT: This revised optional endorsement replaces the Composite Rate Endorsement, 06/04 edition. The revisions include:

- Renaming the endorsement to clarify its use;
- Adding references to Commercial Property and Crime and Fidelity Coverage Parts; and
- Editorial and clarifying language.

Comparisons are provided which show the changes to each endorsement when compared to the current approved editions. Underlined matter is new, ~~struck-through matter~~ has been deleted.

WITHDRAWAL

094015 07/04 – SPECIAL COVERAGE FOR HOUSEHOLD GOODS OPERATIONS: We are *withdrawing* this endorsement for use with the Commercial Auto program. Our policy administration system would not allow the coverage symbol differences.

TRUCKERS COVERAGE FORM ENHANCEMENTS

This endorsement modifies insurance provided under the following:

TRUCKERS COVERAGE FORM

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

Name of Insured:	Policy Number:
Effective Date:	Countersigned by
(Authorized Representative)	

SCHEDULE

PREMIUM CHARGE FOR ENHANCEMENT COVERAGES:	\$
---	----

COVERAGE DESCRIPTION	LIMIT OF INSURANCE <i>(If Applicable)</i>
<u>I.</u> Broadened Named Insured -- New Ventures	<u>INCLUDED</u>
<u>II.</u> Additional Insured Coverage and Waiver of Subrogation	<u>INCLUDED</u>
<u>III.</u> Hired Auto Physical Damage Coverage	
<u>IV.</u> Trailer Interchange Coverage	
<u>V.</u> Other Coverage for Hired Vehicles	<u>INCLUDED</u>
<u>VI.</u> Communication Equipment Coverage	
<u>VII.</u> Rental Reimbursement Coverage	
<u>VIII.</u> Extended Towing Coverage	
Modification of Fellow Employee Exclusion	
<u>IX.</u> Extended Glass Coverage	<u>INCLUDED</u>
<u>X.</u> Amendment of Valuation Basis	<u>INCLUDED</u>
<u>XI.</u> Incidental Garagekeepers Liability	
<u>XII.</u> Expanded Medical Payments for "Temporary Workers"	

The items listed in the **SCHEDULE** are provided as additions to your insurance program.

The **Truckers Coverage Form, CA 00 12**, is amended as follows:

I. Broadened Named Insured -- New Ventures

At the end of **SECTION II – LIABILITY COVERAGE, A. Coverage**, Paragraph **1. Who Is An Insured**, the following is added:

Any organization you own on the inception of this policy, or newly acquire or form during the policy period, and over which you maintain ~~during the policy period~~, majority ownership or majority interest during the policy period will qualify as a Named Insured if:

TRANSGUARD INSURANCE COMPANY OF AMERICA, INC.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

014060

~~07/0411/08~~
COMPARISON

Page 1 of 6

- a. There is no other similar insurance available to that organization; and
- b. The first Named Insured shown in the **Declarations** of this policy has the responsibility of placing insurance for that organization; and
- c. The organization is incorporated or organized under the laws of any state of the United States of America, or the District of Columbia, and the business of that organization is relocation, transportation or storage or is directly associated with the relocation, transportation or storage business.

However:

- (1) Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the **Declarations**, or the end of the policy period, whichever is earlier; and
- (2) Coverage under this provision does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you acquired or formed the organization; and
- (3) No person or organization is an “insured” with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the **Declarations**; and
- (4) Coverage under Paragraphs **a. b. and c.** above does not apply to any organization that is covered as an insured under any other automobile liability insurance policy whose limits of insurance have been exhausted, whose insurer has become insolvent, or for which coverage for any claim or “suit” has been denied.

II. Additional Insured Coverage and Waiver of Subrogation

At the end of **SECTION II – LIABILITY COVERARE, A. Coverage, Paragraph 1. Who Is An Insured**, the following is added:

Any person or organization with respect to the operationownership, maintenance, or use of a “covered auto”, provided that you and such person or organization have agreed under an express provision in a written “insured contract” or written agreement,

or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy is an additional “insured”.

However, such person ~~or~~ organization, or governmental or public authority is an additional “insured”:

- (1) Only with respect to the operationowner-ship, maintenance or use of a covered “auto”; and
- (2) Only for “bodily injury” or “property damage” caused by an “accident” arising out of your operations under the “insured contract” ~~or~~ written agreement, or permit which takes place after:
 - (a) You executed the “insured contract” or written agreement; or
 - (b) The permit has been issued to you.

In **SECTION V – TRUCKERS CONDITIONS**, the following is added to the end of ~~Paragraph A. Loss Conditions~~, Clause **5. Transfer Of Rights Of Recovery Against Others To Us**:

Waiver of Subrogation

If required because of:

- a. A written “insured contract” or written agreement executed prior to the “accident”; or
- b. A written permit issued to you by a governmental or public authority prior to the “accident”;

we waive any right of recovery we may have against any person or organization named in such contract, agreement or permit, because of payments we made for injury or damage arising out of a covered “auto”.

III. Hired Auto Physical Damage Coverage

If **PHYSICAL DAMAGE COVERAGE** is provided by this policy on your owned covered “autos”, the following applies:

Any “auto” that you lease, hire, rent or borrow without a driver will be covered under this policy for **PHYSICAL DAMAGE COVERAGE**. However any such “auto”:

- a. ~~Will be covered only for the same~~ **PHYSICAL DAMAGE COVERAGE** to the same extent that applies to your owned covered “autos”;

- b. Will be subject to the same applicable deductible shown in the **Declarations** that applies to your most similar owned covered "auto";
- c. The most we will pay for any one "loss" in any one "accident" is the lesser of the following:
 - (1) Actual Cash Value of the damaged or stolen property as of the time of the "loss" as determined by us;
 - (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - (3) The Limit of Insurance shown in the **Schedule**.

~~In addition, we will pay costs and fees associated with such covered "loss" only for a maximum time period of seven days beginning with the date of "loss" subject to a maximum of \$500.~~

However this coverage does not apply to any "private passenger type auto" you lease, hire, rent or borrow from any member of your household, any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

IV. Trailer Interchange Coverage

Symbol 48 – "Trailers" In Your Possession Under A Written Trailer Or Equipment Interchange Agreement is added to the Truckers Coverage Part Declarations.

If PHYSICAL DAMAGE COVERAGE is provided by this policy on your owned covered "trailers", the same physical damage coverage and deductibles will apply to "trailers" in your possession under a written Trailer or Equipment Interchange Agreement.

If PHYSICAL DAMAGE COVERAGE is not provided by this policy on your owned covered "trailers", then \$500 Deductible Comprehensive Coverage and \$1,000 Deductible Collision Coverage applies to "trailers" in your possession under a written Trailer or Equipment Interchange Agreement.

The Maximum Value of any individual trailer as described above will be the amount shown in the Schedule. All other terms and conditions of SECTION III – TRAILER INTERCHANGE COVERAGE will apply.

V. Other Coverage for Hired Vehicles

If **UNINSURED MOTORISTS COVERAGE OR UNDERINSURED MOTORISTS COVERAGE** is provided by this policy on your owned covered "autos", the following applies:

Any "auto" that you lease, hire, rent or borrow without a driver will be covered under this policy for **UNINSURED MOTORISTS COVERAGE OR UNDERINSURED MOTORISTS COVERAGE**. Any such "auto" will be covered only for the same **UNINSURED MOTORISTS COVERAGE OR UNDERINSURED MOTORISTS COVERAGE** that applies to your most similar owned covered "autos".

This coverage does not apply to any "private passenger type auto" you lease, hire, rent or borrow from any member of your household, any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

VI. Communication Equipment Coverage

In **SECTION IV – PHYSICAL DAMAGE COVERAGE**, Section **B. Exclusions**, Paragraph **2.** after "Exclusions **2.e.** and **2.f.** do not apply to:" paragraph **b.** is deleted and replaced with the following:

- b. Any other electronic or communication equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in **a.** above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio; or
 - (3) Permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of power from the "auto's" electrical system. This coverage also applies to antennas and other accessories necessary for the use of the electronic equipment.

However, the most we will pay for "loss" is Limit of Insurance shown in the **Schedule** and no deductible applies to this coverage.

VII. Rental Reimbursement Coverage

In **SECTION IV – PHYSICAL DAMAGE COVERAGE**, Paragraph **A. Coverage**, at the end of **4. Coverage Extension**, the following is added:

Rental Reimbursement or Transportation Expenses

If “loss” occurs to a covered “auto” described or designated in the **Declarations** or **Schedule** and covered for **PHYSICAL DAMAGE COVERAGE**, we will pay for rental expenses for the rental of a similar replacement “auto” and additional transportation expenses incurred by you. This payment applies in addition to the otherwise applicable amount of each coverage you have on the covered “auto”. No deductible applies to this coverage. However:

- (1) We will pay only for those expenses incurred by you that begin 24 hours after the covered “loss”.
- (2) We will cease paying for those expenses, regardless of the policy’s expiration date, at the earlier of the following dates:
 - (a) The number of days reasonably required to repair or replace the covered “auto”. If “loss” is caused by theft, this number of days is added to the number of days it takes to locate and return the covered “auto” to you; or
 - (b) 45 days from the date this coverage begins.
- (3) Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred by you; or
 - (b) The Limit of Insurance shown in the **Schedule**.
- (4) This coverage does not apply while there are spare or reserve “autos” available to you for your operations. For this restriction to apply such spare or reserve “autos” must be located no further than 50 miles from the location of the “loss”.
- (5) If “loss” results from the total theft of a covered “private passenger type auto”, we will pay under this coverage only that amount of your covered rental ex-

penses or additional transportation expenses which are not already provided for under **PHYSICAL DAMAGE COVERAGE** Extensions.

VIII. Extended Towing Coverage

In **SECTION IV – PHYSICAL DAMAGE COVERAGE**, **A. Coverage**, paragraph **2. Towing – Private Passenger Autos** is deleted and replaced by the following:

2. Extended Towing

We will pay up to the Limit of Insurance shown in the **Schedule** per disablement for towing and labor costs you incur each time your covered “auto” is disabled. However:

- a. All labor must be performed at the place of disablement; and
- b. If the covered “auto” is of the “private passenger type” no deductible applies; and
- c. If the covered “auto” is not of the “private passenger type”, our obligation to pay will be subject to a \$250 deductible per disablement.

Modification of Fellow Employee Exclusion

~~In **SECTION II – LIABILITY COVERAGE**, **B. Exclusions**, the following paragraph is added at the end of paragraph **5. Fellow Employee**:~~

~~However, this exclusion does not apply if the “bodily injury” results from the use of a covered “auto” you own or hire, and provided that any coverage under this provision only applies as excess over any other collectible insurance.~~

IX. Extended Glass Coverage

In **SECTION IV – PHYSICAL DAMAGE COVERAGE**, **A. Coverage**, paragraph **3.a.** is deleted and replaced by the following:

- a. Glass breakage. If glass must be replaced, the deductible will be \$100 or the deductible shown in the **Declarations**, whichever is less. If glass can be repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

X. Amendment of Valuation Basis

~~If the valuation basis for **PHYSICAL DAMAGE COVERAGE** shown on the **Declarations** is “Stated Value”, then in **SECTION IV –**~~

PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, Paragraphs 1. and Paragraph 2. are is deleted and replaced with the following:

~~1. The most we~~ **2. An adjustment for depreciation and physical condition will pay for "loss" in any one "accident" involving a commercial "auto" is the lesser of:**

~~a. The cost of repairing or replacing the damaged or stolen property; or~~

~~b. The "Stated Value" shown on the fleet schedule, provided that this value does not exceed 115% of the "replacement value" of the damaged or stolen property as of the time of "loss". In any case, the maximum amount we will pay is the "Stated Value" less any applicable deductible.~~

~~2. The most we will pay for "loss" in any one "accident" involving a "private passenger type" auto is the lesser of:~~

~~a. The "stated value" shown on the fleet schedule;~~

~~b. The made in determining actual cash value of the damaged or stolen property as of the time of "loss"; or in the event of a "loss".~~

~~c. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.~~

~~If the valuation basis for PHYSICAL DAMAGE COVERAGE shown on the Declarations is stated value, then in SECTION VI -- Definitions, the following additional definitions are added:~~

~~"Stated Value" means the amount you determine as the "replacement value" of any covered "auto". The premium charged for Comprehensive, Specified Causes of Loss, or Collision coverage is based on this value.~~

~~"Replacement Value" means the actual cash value means the cost of a vehicle of like kind, quality, and age plus the additional cost of any specialized or custom modifications to the insured "auto". These additional costs can include special cargo boxes, lift gates or loading ramps, special painting of trade marks or logos, or specialized suspension systems.~~

~~These additional costs do not include normal repair, maintenance, or upkeep.~~

XI. Incidental Garagekeepers Liability

Form CA 99 37 – GARAGEKEEPERS COVERAGE on an Excess Insurance basis is included at any scheduled location of the insured with the following limits and deductibles:

Coverage	Limit of Insurance
Comprehensive	Limit of Insurance shown in the Schedule minus \$500 Deductible
Specified Causes of Loss	Not Applicable
Collision	Limit of Insurance shown in the Schedule minus \$1,000 Deductible

XII. Expanded Medical Payments for "Temporary Workers"

If a limit of coverage appears in the Schedule, then the AUTO MEDICAL PAYMENTS COVERAGE form CA 99 03 is attached to the policy, then and the following additional provision applies:

We will pay reasonable expenses incurred for necessary medical and funeral services to or for a "temporary worker" who sustains "bodily injury" caused by an "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

The most we will pay is the Limit of Insurance shown in the **Schedule**, but except as described below, all other terms and conditions of AUTO MEDICAL PAYMENTS COVERAGE form CA 99 03 are applicable to this extension of coverage.

The Limit of Insurance applicable to "temporary workers" is separate and distinct from the Limit of Insurance otherwise shown on the **Declarations** for Medical Payments.

In the AUTO MEDICAL PAYMENTS COVERAGE form CA 99 03, Paragraph E. CHANGES IN CONDITIONS does not apply to this coverage enhancement. The following provisions do apply:

1. This coverage enhancement is excess over any other insurance that may apply to the "temporary worker;" and
2. If any person for whom we make payment under this coverage enhancement has rights

to recover damages from another, those rights are transferred to us. That person must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSTALLMENT PAYMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
[COMMERCIAL UMBRELLA COVERAGE PART](#)

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

Name of Insured:	Policy Number:
Effective Date:	Countersigned by

(Authorized Representative)

A. Installments

In consideration of the issuance of this policy, the Insured agrees that the Annual Premium for this policy is to be paid in installments. Down Payment and any applicable state taxes or fees are due at the inception of coverage. Future Installment Payments are due as shown in the **INSTALLMENT SCHEDULE**.

Return premiums due for Endorsements issued after inception may be refunded on a cash basis [at the option of this Company or deducted from future installments](#).

Any change to the PAYMENT SCHEDULE resulting from such endorsements will be reflected on the **INSTALLMENT SCHEDULE**.

B. Endorsements

Additional premiums due for Endorsements issued after inception may be paid on a cash basis or added to future installments due.

C. Cancellation Provisions

Non-Payment of any original Installment or revised Installment resulting from endorsement changes will result in the Company mailing Notice of Cancellation in accordance with the policy terms and conditions.

COMPOSITECOMBINED RATE ENDORSEMENT

Named Insured

Effective Date:

12:01 A.M., Standard Time

Agent Name

Agent No.

This endorsement applies only to the premium developed for those Coverage Parts marked by below

	Minimum Earned <u>Estimated</u> <u>Annual</u> Premium
<input type="checkbox"/> Commercial Property Coverage Part	\$ _____
<input type="checkbox"/> Commercial General Liability Coverage Part	\$ _____
<input type="checkbox"/> Crime and Fidelity Coverage Part	\$ _____
<input type="checkbox"/> Commercial Inland Marine Coverage Part	\$ _____
<input type="checkbox"/> Truckers Coverage Part – Liability Coverage	\$ _____
<input type="checkbox"/> Truckers Coverage Part – Physical Damage Coverage	\$ _____
<input type="checkbox"/> _____	\$ _____
Total Estimated Annual Premium	\$ _____

It is agreed that the estimated annual premium for the Coverage Parts indicated above by may be combined and charged on the basis shown below, which shall be applied to the actual:

- Gross Transportation Revenue
- Gross Receipts from Direct Operations
- Number of Vehicles
- Other: [Basis](#)

Reported by the insured during the policy period, ~~subject to a minimum earned premium shown above.~~

Basis	Estimated Annual Basis	<u>Composite</u> <u>Combined</u> Rate	<u>Estimated Annual</u> <u>Premium</u> <u>Combined</u> <u>Premium at Inception</u>
Gross Transportation Revenue			\$
Gross Receipts from Direct Operations			\$
Number of Vehicles			\$
Other: Basis			\$

Total Combined Premium \$ _____

A. Terms and Conditions:

The ~~premium~~premiums stated above ~~is~~are the estimated ~~premium~~premiums only. Upon completion of each annual period, or upon the termination of the policy, an audit will be conducted. ~~If the earned premium thus computed exceeds the estimated advance premium paid, you shall pay the excess to us. If less, we shall return to you the unearned portion paid subject to the minimum earned premium.~~

At our discretion, the audit may be either voluntary or an actual on-site audit of physical exposures. In either case, the audit must be completed no later than 45 days after termination or expiration of the policy.

The earned premium will be computed by applying the actual annual basis to the combined rate. If the earned premium thus computed exceeds the premium paid, you shall pay the excess to us. If less, we shall return to you the unearned portion.

B. Definitions:

1. Gross Transportation Revenue means the total amount to which you are entitled for shipment, transportation or handling of property during the policy period regardless of operating authority. **Gross Transportation Revenue** also includes the total amount received from renting equipment, with or without drivers, to anyone who is not a "trucker", and 15% of the total amount received from renting any equipment to any "trucker".

Gross Transportation Revenue does not include advertising revenue, taxes which you collect as a separate item and remit

directly to a governmental division, or revenue from packing operations not connected with transportation.

2. Gross Receipts from Direct Operations means the amount to which you are entitled for shipment, transportation or handling of property under your own operating authority or contract.

Gross Receipts from Direct Operations does not include any remuneration for similar operations while you are acting as an agent of a national van line or as a sub-hauler for another transportation company.

3. The Number of Vehicles means the average number of vehicles you own or lease during the policy period. The average number will be determined by adding the number of units at inception to the number of units at the termination or expiration of the policy and dividing the sum by two for each annual policy term.

4. Other Basis of the ~~Composite~~Combined Rate is described at the end of this endorsement.

C. Adjustments

It is further agreed that a complete re-survey of exposures will be made annually, or at any time at our request or at your request. If the re-survey results in determination of exposure changes of greater than 15% and these changes would not be reflected by application of the chosen basis, the ~~Composite~~Combined Rate may be adjusted.

Such adjustment at the end of an annual period will be at our discretion. Adjustment during any annual policy period must be at our mutual agreement.

Other Basis:

Other Clarifications:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL COVERAGE FOR HOUSEHOLD GOODS OPERATIONS

This endorsement modifies insurance provided under the following:

- COMMERCIAL AUTOMOBILE COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART

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

Name of Insured:	Policy Number:
Effective Date:	Countersigned by _____ (Authorized Representative)

SCHEDULE

Type of Coverage	Limit of Insurance	Premium
Remediation Coverage for Mold, "Fungi", Wet Rot, or Bacteria	\$ 25,000. Total of all claims in any one annual policy period	\$ Included

<p style="text-align: center;">Definition of Industry Segment:</p> <p>"HOUSEHOLD GOODS" operation means the transportation, storage, handling, packing and other related services for "Shipper's Goods" or "Customer's Goods".</p> <p>For this Industry Segment, "Shipper's Goods" or "Customer's Goods" means personal effects, furniture, furnishings, household appliances, household electronics, equipment or supplies used or to be used in a dwelling and/or similar property.</p>
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The following coverages are added or amended for insureds with the above described operations. Any applicable Limits of Insurance are shown in the Schedule.

The **Commercial Inland Marine Conditions** are amended as follows:

LOSS CONDITIONS, Section G. Pairs, Sets Or Parts only applies if you are legally liable for pairs, sets or parts under your governing tariff or a "Shipping Document" or "Storage Document".

The **Commercial General Liability Coverage Part** is amended as follows:

Notwithstanding any other provisions of this policy and up to the Limit of Insurance shown in the Schedule, we will pay for any loss, cost or expense arising out of the abating, testing for,

monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

It is a condition of this coverage that any incident or occurrence of water damage to property that may lead to the development of such "fungi" or bacteria be reported to us no later than five (5) days after the incident or occurrence. If the report is not made within the time frame, this coverage is void.

The following definition is added to the **Definitions** Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

The following exclusion is added to Paragraph 2., Exclusions of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Fungi or Bacteria

"Bodily injury" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria caused by "your work" and incurred on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

The following exclusion is added to Paragraph 2., Exclusions of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Fungi or Bacteria

"Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.

The **Truckers Coverage Form** is amended as follows:

Section I – Covered Autos is amended by adding the following:

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols may be used (in addition to the numerical symbols described in the Coverage Form) to describe the "autos" that may be covered "autos". The entry of one of these symbols next to a coverage on the Declarations will designate the only "autos" that are covered "autos".

51 = Van Line "Autos" Contingent Coverage:

Only those trucks, tractors, and "trailers" you own, lease, hire, rent, or borrow and use under the authority of an interstate van line company. This includes those trucks, tractors, and "trailers" you acquire ownership of after the policy begins. Primary liability coverage for such "autos" is provided by the interstate van line company.

52 = Van Line "Autos" Primary Coverage:

Only those trucks, tractors, and "trailers" you own, lease, hire, rent, or borrow and use under the authority of an interstate van line company. This includes those trucks, tractors, and "trailers" you acquire ownership of after the policy begins. Primary liability coverage for such "autos" is provided by this policy.

The **Commercial Inland Marine Coverage Part**, the **Commercial General Liability Coverage**, and the **Truckers Coverage Form** are amended by the following:

If you are an agent of an interstate van line company and have entered into a "Primary Van Line Contract" with that company, then the coverage afforded under such an "insured contract" is limited as follows:

Regardless of your contractual obligation to such van line company for loss or damage, we will not reimburse the van line company for loss, damage or injury that result from an occurrence or occurrences that arise out of your operations conducted under the operating authority of the van line company.

This limitation does not restrict or limit our obligation for any loss, damage or injury that would otherwise be payable under the terms and conditions of this policy.



215 Shuman Blvd., Suite 400
Naperville, IL 60563

July 16, 2008

Commissioner Julie Benafield Bowman
Attn: Property & Casualty Division
Arkansas Department of Insurance
1200 West Third Street
Little Rock, AR 72201-1904

Submitted Via SERFF

RE: **Commercial Auto**
2008 Commercial Auto - Revised Endorsements, Withdrawn Endorsement
TRANSGUARD INSURANCE COMPANY OF AMERICA, INC.
NAIC#: 0225-28886 FEIN: 36-3529298
Filing#: CA AR0804201F01

Dear Property & Casualty Division:

In accordance with the filing requirements of your state, we hereby submit the captioned filing for your review and acceptance. This filing contains the following endorsements which replace a previously filed edition as noted.

<u>FORM</u>	<u>EDITION</u>	<u>TITLE</u>	<u>REPLACED EDITION</u>
014060	11/08	Truckers Coverage form Enhancements	07/04
094023	01/08	Installment Payment Endorsement	06/04
094025	02/05	Combined Rate Endorsement	06/04

We are also withdrawing previously filed endorsement 094015 07/04 – Special Coverage for Household Goods Operations – from use with our Commercial Auto program. Please refer to the attached Explanatory Memorandum for a detailed description of this filing.

These items may be system-generated and formatted differently due to systems constraints. The content, however, will remain the same. In such case, these items will not be refiled unless otherwise requested by your Department in response to this filing.

This filing is being submitted under your state's prior approval provision. We kindly request an effective date of **January 1, 2009**.

We have also developed new rules for use with these endorsements. However, according to your state's filing guidelines for commercial auto rules, such material is not required to be filed. We will maintain an internal "drawer filing" of these rules for documentation purposes and make it available for your review upon request.

Your prompt attention to this matter is appreciated. If you have any questions or require additional information, please do not hesitate to contact me directly.

Sincerely,

Robert E. Goddard
Compliance Analyst
Phone: 800-796-2480 Ext. 3476
Fax: 630-864-3576
Email: Robert.Goddard@Transguard.com
Enclosure(s)