

SERFF Tracking Number: TRAX-125737053 State: Arkansas
Filing Company: TRANSGUARD INSURANCE COMPANY OF AMERICA, INC. State Tracking Number: EFT \$50
Company Tracking Number: CM AR0804601F01
TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations
Product Name: 2008 Commercial Inland Marine & Motor Truck Cargo
Project Name/Number: 2008 Commercial Inland Marine & Motor Truck Cargo - New & Revised Endorsements, Advices of Coverage/CM AR0804601F01

Filing at a Glance

Company: TRANSGUARD INSURANCE COMPANY OF AMERICA, INC.

Product Name: 2008 Commercial Inland Marine SERFF Tr Num: TRAX-125737053 State: Arkansas
& Motor Truck Cargo

TOI: 09.0 Inland Marine

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 09.0000 Inland Marine Sub-TOI
Combinations

Co Tr Num: CM AR0804601F01

State Status: Fees verified and
received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi,
Llyweyia Rawlins

Author: SPI Transguard

Disposition Date: 07/30/2008

Date Submitted: 07/16/2008

Disposition Status: Approved

Effective Date Requested (New): 01/01/2009

Effective Date (New): 04/01/2009

Effective Date Requested (Renewal):

Effective Date (Renewal):
04/01/2009

State Filing Description:

General Information

Project Name: 2008 Commercial Inland Marine & Motor Truck Cargo - Status of Filing in Domicile:
New & Revised Endorsements, Advices of Coverage

Project Number: CM AR0804601F01

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 07/30/2008

State Status Changed: 07/17/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

In accordance with the filing requirements of your state, we hereby submit the captioned filing for your review and acceptance. This filing contains new and revised forms, endorsements and advices of coverage.

See attached Explanatory Memorandum for a listing of the items submitted and a detailed description of this filing.

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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.

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

Filing Fees

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

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
TRANSGUARD INSURANCE COMPANY OF AMERICA, INC.	\$50.00	07/16/2008	21449316

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Correspondence Summary

Dispositions

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

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	07/18/2008	07/18/2008	SPI Transguard	07/29/2008	07/29/2008

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
December 15, 2008/ CM AR0804601F01/ Effective Date Change	Note To Reviewer	SPI Transguard	12/15/2008	12/15/2008

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Disposition

Disposition Date: 07/30/2008

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	08046 CM & MTC Forms 2008 Update - Explanatory Memo	Approved	Yes
Supporting Document	COMPARE 083006 11/08 to current, COMPARE 083007 11/08 to current, COMPARE 084063 11/08 to current, COMPARE 094015 11/08 to Current, COMPARE 094023 01/08 to Current, COMPARE 094025 02/05 to Current, COMPARE 089001 11/08 to Current	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form	Basic Cargo Liability Coverage Form	Approved	Yes
Form	Basic Warehouse Liability Coverage Form	Approved	Yes
Form	Cargo and Warehouse Coverage Enhancements	Approved	Yes
Form	Sub-Contracted Shipment Limitation	Approved	Yes
Form	Care, Custody or Control Endorsement	Approved	Yes
Form	Special Coverage For Household Goods Operations	Approved	Yes
Form	Installment Payment Endorsement	Approved	Yes
Form	Combined Rate Endorsement	Approved	Yes
Form	Advice of Coverage	Approved	Yes
Form	Advice of Coverage	Approved	Yes
Form	Advice of Coverage	Approved	Yes
Form	ARKANSAS CHANGES	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 07/18/2008
Submitted Date 07/18/2008
Respond By Date 07/31/2008

Dear Robert Goddard,

Forms: 083006 Basic Cargo, 083007 Basic Warehouse and 084063 Cargo and Warehouse:

This filing must be amended to comply with Bulletin 4-82 which requires punitive or exemplary damages to be defined. An acceptable definition would be "Those damages imposed to punish a wrongdoer and to deter others from similar conduct.

Sincerely,
Llyweyia Rawlins

Please feel free to contact me if you have questions.

Sincerely,
Llyweyia Rawlins

Response Letter

Response Letter Status Submitted to State
Response Letter Date 07/29/2008
Submitted Date 07/29/2008

Dear Llyweyia Rawlins,

Comments:

Commercial Inland Marine
Filing # CM AR0804601F01
Your July 18, 2008 Objection Letter

Response 1

Comments: See attached response letter and Arkansas Changes endorsement.

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Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Cover Letter
 Comment: See attached letter.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
ARKANSAS CHANGES	084075	11/08	Endorsement/Amendment/Conditions	New		0	084075.PDF

No Rate/Rule Schedule items changed.

Thank you for your attention to this filing.

Sincerely,
 Robert Goddard
 Sincerely,
 SPI Transguard

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Note To Reviewer

Created By:

SPI Transguard on 12/15/2008 04:16 PM

Subject:

December 15, 2008/ CM AR0804601F01/ 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	Basic Cargo Liability Coverage Form	083006	11/08	Policy/Coverage Form Replaced	Replaced Form #:0.00 083006 Previous Filing #:		083006.PDF
Approved	Basic Warehouse Liability Coverage Form	083007	11/08	Policy/Coverage Form Replaced	Replaced Form #:0.00 083007 Previous Filing #:		083007.PDF
Approved	Cargo and Warehouse Coverage Enhancements	084063	11/08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 084063 Previous Filing #:		084063.PDF
Approved	Sub-Contracted Shipment Limitation	084070	11/08	Endorsement/Amendment/Conditions New		0.00	084070.PDF
Approved	Care, Custody or Control Endorsement	084071	11/08	Endorsement/Amendment/Conditions New		0.00	084071.PDF
Approved	Special Coverage For Household Goods Operations	094015	11/08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 094015 Previous Filing #:		094015.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
Approved	Advice of Coverage	089001	11/08	Disclosure/Notice Replaced	Replaced Form #:0.00 089001		089001.PDF

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Previous Filing #:

Approved	Advice of Coverage	089013	11/08	Disclosure/ New Notice	0.00	089013.PDF
Approved	Advice of Coverage	089014	11/08	Disclosure/ New Notice	0.00	089014.PDF
Approved	ARKANSAS CHANGES	084075	11/08	Endorseme New nt/Amendm ent/Condi tions	0.00	084075.PDF

BASIC CARGO LIABILITY COVERAGE FORM

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

(Authorized Representative)

SCHEDULE

LIMITS OF INSURANCE:	
\$ _____	Any One Loss
\$ _____	Aggregate In Transit

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

Throughout this Coverage Form the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we”, “us” and “our” refer to the Company providing this insurance.

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

A. Coverage and Insuring Agreements

1. We will pay those sums that you become legally obligated to pay as damages, except punitive or exemplary damages, because of your liability as a carrier for direct physical loss or destruction of, or damage to “Shipper’s Goods” while in your care, custody or control that you have accepted for moving, shipping, repositioning, packing, crating, “storage-in-transit”, or similar service, provided that the date of shipment is within the policy period.

If as a result of loss or damage to the “Shipper’s Goods” which is covered by this Coverage Form, you are also found liable for duties and taxes, we shall consider such duties and taxes covered as damages.

2. We have the right and duty to defend you against any “suit” seeking damages to which this insurance applies. However, we will have no duty to defend you against any “suit” seeking damages to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:

- a. The amount we will pay for damages is limited as described in **Section B. — Limits of Insurance**; and
- b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in **Section G.— Supplementary Payments.**

B. Limits of Insurance

1. The Cargo Limit of Insurance shown in the **Schedule** applies as follows:
 - a. The **Any One Loss** limit is the most we will pay for loss or damage to goods in any one cargo vehicle, trailer, semi-trailer, or accepted under one “Shipping Document”.
 - b. The **Aggregate in Transit** limit is the most we will pay for all claims arising in any one “occurrence”, loss, disaster or casualty.

- c. The limit will be subject to any deductible amount or other limitation that may apply.

- 2. Supplementary Payments are in addition to the Limits of Insurance.

The existence of one or more additional insureds or newly acquired organizations does not increase the Limits of Insurance.

C. Deductible

We will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds the Deductible shown in the Declarations. The Deductible shall then apply to any and all claims arising in any one "occurrence", except it shall not apply to payments made under Supplemental Payments.

If more than one Deductible is applicable for the coverages provided by the Coverage Form, we will only apply the largest amount that is applicable.

We have the right, but not the duty to pay any claim in full, including the amount of your deductible in order to settle a claim. If we elect to pay any part of your deductible, you agree to reimburse us for the full amount of such deductible. Upon receipt of notification, you will pay us promptly.

D. Exclusions

This insurance does not apply to any loss, damage or expense, nor cover any liability or expense:

- 1. For loss or injury to: bills of exchange, bonds, bullion, "precious metals", currency, deeds, documents, evidence of debt, credit cards, money, stock certificates, securities, stamp collections, letters or packets of letters.
- 2. For loss arising from loss or injury caused by any of the following:
 - a. Governmental Action
Seizure or destruction of property by order of governmental authority. But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread.
 - b. Nuclear Hazard
Nuclear reaction or radiation, or radioactive contamination however caused.

c. War or Military Action

- (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- d. An act, omission, or direction of "Shipper", including damage or breakage resulting from improper packing by "Shipper";
 - e. Strikes, labor disputes or labor riots;
 - f. Delay in delivery, loss of use, consequential damage, or loss of market;
 - g. Spoilage, deterioration, shrinkage, evaporation, insects or animals, environmental contamination, mold contamination, smoke or ash contamination that results from an external cause, changes in temperature or humidity, loss of weight, or change in color or flavor of perishable articles;
 - h. Fines, assessments, damages, attorney's fees, court costs or any other penalties which you shall be required to pay as a result of your violation of any law or regulation relating to any delay in payment, denial, or settlement of any claim for loss.
 - i. Punitive or exemplary damages unless coverage for such damages is required by law.
 - j. Actual or alleged dishonest or criminal acts by you, any of your partners, employees, directors, trustees, authorized representatives, agents (including operators under contract to you), or anyone to whom you entrust the "Shipper's" property for any purpose:
 - (1) Acting alone or in collusion with others; or
 - (2) Whether or not occurring during the hours of employment.

E. Loss Conditions

The following apply in addition to the Loss Conditions and General Conditions contained in the **Commercial Inland Marine Conditions** attached to this Policy.

1. Duties in the Event of Accident, Claim or "Suit"

- a. You must promptly notify us of any claim made against you because of loss or damage if the amount claimed exceeds your deductible. You must do this regardless of whether you think that you are liable for the damages, or that the damages claimed are inflated. You must also see to it that we are notified promptly of any accident that may result in a claim in excess of your deductible. Notice should include:

- (1) A copy of the applicable "shipping document";
- (2) How, when and where the accident took place;
- (3) The names and addresses of any witnesses; and
- (4) A description of the property involved.

- b. If a claim or "suit" is brought against you, you must see to it that we receive prompt written notice of the claim or "suit";

- c. You must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Provide to us or authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) Assist us upon our request, in the enforcement of any right against any person or organization that may be liable to you because of damage to which this insurance may also apply.

- d. You must take all reasonable steps to protect the "Shipper's" property from further damage. If feasible, set the dam-

aged property aside and in the best possible order for examination. Also keep a record of your expenses for consideration in the settlement of the claim.

- e. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than as authorized in Paragraph d. without our consent. However, this Condition does not apply to losses that meet the Small Claim Adjustment Authorization if such coverage is attached to this Policy.

2. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from you; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with by you.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against you obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Form or that are in excess of the Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, you and the claimant or the claimant's legal representative.

3. Other Insurance

You or the "Shipper" may have other insurance covering the same loss as the insurance under this Coverage Form. If this is the case, we will pay our share of the covered loss. Our share is the proportion that our Limit of Insurance under this Coverage Form covering such loss bears to the Limit of Insurance of all insurance covering the loss.

4. Transfer of Rights of Recovery Against Others to Us

If you have rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. You must do nothing after loss to impair them. At our request, you will bring "suit" or transfer those rights to us and help us enforce them.

5. Insurance Under Two or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage and we will not pay more than the highest applicable limit of insurance available under any one coverage.

7. Liberalization

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Form.

F. Additional Conditions

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

1. Bankruptcy

Bankruptcy or insolvency of you or your estate will not relieve us of our obligation under this Coverage Form.

2. Policy Period, Coverage Territory

Under this Coverage Form:

a. The policy period is the period shown in the Declarations.

b. The coverage territory is

(1) The United States of America (including its territories and possessions)

(2) Puerto Rico; and

(3) Canada.

3. Statutory Requirement

You will reimburse us for a loss that we have elected to pay because of a federal or state law or regulation that we would not otherwise have been required to pay under the terms of this policy. This includes expenses that we incur as a result of the loss. This condition does not apply to Exclusion **D.2.i.** of this Form.

4. Difference in Coverage

You will reimburse us for a loss that we have paid under an "Advice of Coverage" form that we would not otherwise have been obligated to pay under the terms of this Coverage Form.

G. Supplementary Payments

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

d. All costs taxed against the insured in the "suit".

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. We will pay penalties mandated in the governing tariff for late pickup or delivery of shipments. The maximum penalties shall not exceed \$500 for any one "Shipper" or \$1,000 for any one incident regardless of the amount set by tariff.

H. Definitions

1. For the purpose of this coverage, "Shipper's Goods" are defined in the Industry Segment Endorsement or Endorsements that are attached to this policy.

2. "Shipper" refers to the party who contracts for the moving service. Only the person, persons, or organization whose name appears on the "Shipping Document" will be considered the "Shipper". A "Shipper" may designate in writing a third party to act on his behalf.

3. "Shipping Document" includes a bill of lading, shipping receipt, freight bill, contract for services issued by you, or a master moving

agreement, tariff document, or interline agreement.

4. For any loss or damage under this coverage form, "storage-in-transit" means a shipment in transit under your "Shipping Document" that is temporarily at rest anywhere within the Coverage Territory. The length of time that such a shipment may be temporarily at rest is governed by statute or tariff, but in no case can this period of time exceed 120 days.
5. "Occurrence" means:
 - a. An accident or loss, including continuous or repeated exposure to substantially the same general harmful conditions, that takes place during the policy period;
 - b. All such damages arising out of substantially the same general conditions which occur during the policy period will be considered one "occurrence".
 - c. Any loss or damage resulting from your ongoing operations performed under a single "Shipping Document" will be considered one "occurrence".
6. "Suit" means a civil proceeding in which loss or damage to property in your care, custody, or control and to which this insurance applies are alleged. "Suit" also includes:
 - a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
7. "Valuation Declaration" or "Declared Value" shown on any "shipping document" refers to your assumption of liability for property in your care, custody or control in an amount greater than the minimum valuation for such property set by any governing tariff. If the assumption of additional liability is made in accordance with tariff provisions, the greater value will be considered as a maximum legal liability, except where in conflict with state law.
8. "Precious Metals" include, but are not limited to, any pure form of gold, silver, platinum, and titanium, but do not include items made of "precious metals" that can be described as jewelry, eyeglasses, goldware or silverware.
9. "Primary Van Line Contract" means the document executed by you and an interstate van line company appointing you as a full-service agent of the van line company.

BASIC WAREHOUSE LIABILITY COVERAGE FORM

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

(Authorized Representative)

SCHEDULE

Location Number	Building Number	LIMIT OF INSURANCE at the Specified Location	Location Number	Building Number	LIMIT OF INSURANCE at the Specified Location
		\$			\$
		\$			\$
		\$			\$
		\$			\$
		\$			\$

(See Schedule of Locations for complete information and see Additional Warehouse Coverage Schedule if necessary)

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION H. - Definitions**.

A. Coverage and Insuring Agreements

1. We will pay those sums that you become legally obligated to pay as damages, except punitive or exemplary damages, because of your liability as a warehouseman for direct physical loss or destruction of, or damage to "Customer's Goods", which you accept for storage, repositioning, packing, crating, "storage-in-transit", or similar service. The loss or damage must occur during the policy period at a "specified location".

If as a result of loss or damage to the "Customer's Goods" which are covered by this Coverage Form, you are also found liable for duties and taxes, we shall consider such duties and taxes covered as damages.

2. We have the right and duty to defend you against any "suit" seeking damages to which this insurance applies.

However, we will have no duty to defend you against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- a. The amount we will pay for damages is limited as described in **Section B – Limits of Insurance**; and
- b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in **Section G - Supplementary Payments**.

B. Limits of Insurance

1. The Limits of Insurance for Basic Warehouse Liability shown in the Schedule is the most we will pay for all claims arising in any one "occurrence" at any "Specified Location".

These limits will be subject to any deductible amount or other limitation that may apply.

2. Supplementary Payments are in addition to the Limits of Insurance.

The existence of one or more additional insureds or newly acquired organizations does not increase the Limits of Insurance.

C. Deductible

We will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds the Deductible shown in the Declarations. The Deductible shall then apply to any and all claims arising in any one "occurrence", except it shall not apply to payments made under Supplementary Payments.

If more than one Deductible is applicable for the coverages provided by the Coverage Form, we will only apply the largest amount that is applicable.

We have the right, but not the duty to pay any claim in full, including the amount of your deductible in order to settle a claim. If we elect to pay any part of your deductible, you agree to reimburse us for the full amount of such deductible. Upon receipt of notification, you will pay us promptly.

D. Exclusions

This insurance does not apply to any loss, damage, or expense, nor cover any liability or expense:

1. For loss of or injury to: bills of exchange, bonds, bullion, "precious metals", currency, deeds, documents, evidence of debt, credit cards, money, stock certificates, securities, stamp collections, letters or packets of letters.
2. For loss arising from loss or injury caused by any of the following:
 - a. Governmental Action
Seizure or destruction of property by order of governmental authority. But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread.

b. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination however caused.

c. War or Military Action

(1) War, including undeclared or civil war;

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

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

d. An act, omission, or direction of "Customer", including damage or breakage resulting from improper packing by "Customer";

e. Strikes, labor disputes or labor riots;

f. Delay in delivery, loss of use, consequential damage, or loss of market;

g. Spoilage, deterioration, shrinkage, evaporation, insects or animals, changes in temperature or humidity, environmental contamination, mold contamination, smoke or ash contamination that results from an external cause, loss of weight, or change in color or flavor of perishable articles;

h. Fines, assessments, damages, attorney's fees, court costs or any other penalties which you shall be required to pay as a result of your violation of any law or regulation relating to any delay in payment, denial, or settlement of any claim for loss.

i. Punitive or exemplary damages unless coverage for such damages is required by law.

j. Actual or alleged dishonest or criminal acts by you, any of your partners, employees, directors, trustees, authorized representatives, agents (including operators under contract to you), or anyone to whom you entrust the "Customer's" property for any purpose:

(1) Acting alone or in collusion with others; or

- (2) Whether or not occurring during the hours of employment.
- 3. For any damages arising from loss or injury caused by any of the following:
 - a. Earth Movement
 - (1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising, or shifting. Any resultant loss or damage by fire, explosion or sprinkler leakage is not excluded.
 - (2) Volcanic eruption, explosion or effusion. Any resultant loss or damage by fire or building glass breakage is not excluded.
 - b. Water
 - (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
 - (2) Mudslide or mudflow;
 - (3) Water that backs up from a sewer or drain;
 - (4) Water under the ground surface pressing on, flowing, or seeping through foundations, walls, floors or paved surfaces; basements, whether paved or not; doors, windows or other openings.

However, any resultant loss or damage by fire, explosion or sprinkler leakage is not excluded.

E. Loss Conditions

The following apply in addition to the **Loss Conditions and General Conditions** contained in the Commercial Inland Marine Conditions attached to this Policy.

- 1. Duties in the Event of Accident, Claim or Suit
 - a. You must promptly notify us of any claim made against you because of loss or damage if the amount claimed exceeds your deductible. You must do this regardless of whether you think that you are liable for the damages, or that the damages claimed are inflated. You must also see to it that we are notified promptly of any accident that may result

in a claim in excess of your deductible. Notice should include:

- (1) A copy of the applicable "storage document";
- (2) How, when and where the accident took place;
- (3) The names and addresses of any witnesses; and
- (4) A description of the property involved.
- b. If a claim or "suit" is brought against you, you must see to it that we receive immediate written notice of the claim or "suit".
- c. You must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Provide to us or authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to you because of damage to which this insurance may also apply.
- d. You must take all reasonable steps to protect the "Customer's" property from further damage. If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of your expenses for consideration in the settlement of the claim.
- e. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than as authorized in Paragraph **d.** without our consent. However, this Condition does not apply to losses that meet the Small Claim Adjustment Authorization if such coverage is attached to this Policy.
- 2. Legal Action Against Us

No person or organization has a right under this Coverage Form:

 - a. To join us as a party or otherwise bring us into a "suit" asking for damages from

you; or

- b. To sue us on this Coverage Form unless all of its terms have been fully complied with by you.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against you obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Form or that are in excess of the Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, you, and the claimant or the claimant's legal representative.

3. Other Insurance and Pro-Rata Settlements

- a. You or the "Customer" may have other insurance covering the same loss as the insurance under this Coverage Form. If this is the case, we will pay our share of the covered loss. Our share is the proportion that our Limit of Insurance under this Coverage Form covering such loss bears to the Limit of Insurance of all insurance covering the loss.
- b. If the specific date of loss or damage to "Customer's" property in your care, custody or control cannot be determined, and this insurance applies, our share of the covered loss is only the proportion that our coverage period bears to the total time the property has been held in storage.

4. Transfer of Rights of Recovery Against Others to Us

If you have rights to recover all or part of any payment we have made under this coverage form, those rights are transferred to us. You must do nothing after loss to impair them. At our request, you will bring "suit" or transfer those rights to us and help us enforce them.

5. Insurance Under Two or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage and we will not pay more than the highest applicable limit of insurance available under any one coverage.

7. Liberalization

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium within 45 days

prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Form.

F. Additional Conditions

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

1. Bankruptcy:

Bankruptcy or insolvency of you or your estate will not relieve us of our obligation under this Coverage Form.

2. Policy Period, Coverage Territory:

Under this Coverage Form:

a. The policy period is the period shown in the Declarations.

b. The coverage territory for any location is:

(1) The United States of America (including its territories and possessions)

(2) Puerto Rico; and

(3) Canada.

3. Statutory Requirement:

You will reimburse us for a loss that we have elected to pay because of a federal or state law or regulation that we would not otherwise have been obligated to pay under the terms of this policy. This includes expenses we incur as a result of the loss. This condition does not apply to Exclusion **D.2.i.** of this Coverage Form.

4. Difference in Coverage:

You will reimburse us for a loss that we have paid under an "Advice of Coverage" form that we would not otherwise have been obligated to pay under the terms of this Coverage Form.

G. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.

2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

4. All costs taxed against the insured in the "suit".
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

H. Definitions

1. For the purpose of this coverage, "Customer's Goods" are defined in the Industry Segment Endorsement or Endorsements that are attached to this policy.
2. "Customer" refers to the party who contracts for the storage service. Only the person, persons, or organization whose name appears on the "Storage Document" will be considered the "Customer". A "Customer" may designate in writing a third party to act on his behalf.
3. "Storage Document" includes a warehouse receipt, storage or space rental contract, storage receipt, inventory control document, or master storage agreement issued by you. For the purpose of this Coverage Form, "Storage Document" can also include a bill of lading not issued by you.
4. For any loss or damage under this coverage form, "storage-in-transit" means goods in any of your "Specified Locations", "Interim Locations", or a "Temporary Location" for which primary responsibility is a Shipping Document issued by a carrier other than you. The maximum period of time for "Storage-in-Transit" is 120 days. "Storage-in-Transit" does not include temporary storage.

5. "Occurrence" means:
 - a. An accident or loss, including continuous or repeated exposure to substantially the same general harmful conditions, that results in property damage;
 - b. All such damages arising out of substantially the same general conditions which occur during the policy period at any one place will be considered one occurrence.
6. "Suit" means a civil proceeding in which loss or damage to property in your care, custody or control and to which this insurance applies are alleged. "Suit" also includes:
 - a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
7. "Valuation Declaration" or "Declared Value" shown on any "storage document" refers to your assumption of liability for property in your care, custody or control in an amount greater than any standard minimum valuation for such property. If such assumption of additional liability is made in accordance with regulations or standard industry practices, the greater value will be considered as a maximum legal liability, except where in conflict with state law.
8. "Precious Metals" include, but are not limited to, any pure form of gold, silver, platinum, and titanium, but do not include items made of "precious metals" that can be described as jewelry, eyeglasses, gold ware or silverware.
9. "Primary Van Line Contract" means the document executed by you and an interstate van line company appointing you as a full-service agent of the van line company.
10. "Specified Location" is a building occupied by you as a warehouse and listed in the Schedule. For the purposes of this Coverage Form, "Customer's Goods" must be located inside of a "Specified Location" building.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CARGO AND WAREHOUSE COVERAGE ENHANCEMENTS

This endorsement modifies insurance provided under the following:

BASIC CARGO LIABILITY COVERAGE FORM
 BASIC WAREHOUSE LIABILITY COVERAGE FORM

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

Endorsement Effective:	Policy Number:
Named Insured:	Countersigned By:

(Authorized Representative)

SCHEDULE

PREMIUM CHARGE FOR ENHANCEMENT COVERAGES:	\$
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COVERAGE DESCRIPTION	LIMIT OF INSURANCE
I. Employee Dishonesty for Property of Others	
II. Contingent Cargo Legal Liability Protection	
III. "Advice of Coverage" for Transit or Storage	
IV. No Stacking of Third Party Deductibles	
V. Coverage for Errors or Omissions in Moving Operations	
VI. Coverage for Errors or Omissions in Storage Operations	
VII. Coverage for "Customer's Goods" Outside of the Designated Warehouse Building	
VIII. Coverage for "Customer's Goods" at any "Temporary Location"	
IX. Coverage for "Customer's Goods" at any "Interim Location"	
X. Special Coverage for Shipments by Waterways	
XI. Small Claim Adjustment Authorization	
XII. Coverage for Failure of Climate Control Systems	

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

If **Basic Cargo Liability Coverage Form 083006** is attached to this policy, then Enhancement Options **I., II., III., IV., V., X., and XI.** shown below amend the provisions of that coverage. If **Basic Warehouse Liability Coverage Form 083007** is attached to this policy, then Enhancement Options **I., II., III., IV., VI., VII., VIII., IX., XI., and XII.** shown below amend the provisions of that coverage.

I. Employee Dishonesty for Property of Others

- a. We will pay for loss or damage to “shipper’s” or “customer’s” property caused by or resulting from dishonest or alleged criminal acts of your employees.
- b. The most we will pay in any one “occurrence” for any one “shipper” or “customer” is the Limit of Insurance shown in the **Schedule**.

The Limit of Insurance provided by this endorsement is part of, not in addition to, the Limit of Insurance in the **Basic Cargo Liability Coverage Form** or the **Basic Warehouse Liability Coverage Form** as shown in the **Declarations**.

- c. In **Section D. Exclusions**, exclusion **2.j.** is amended as follows:

This exclusion does not apply to the dishonest or alleged criminal acts of employees only if

- (1) You, and
- (2) Any of your partners, officers or directors not in collusion with the employee,

have no knowledge of any dishonest act committed by that employee after becoming employed by you.

- d. In **Section E. Loss Conditions**, the following condition is added:

Cancellation as To Any Employee

The insurance provided by this endorsement is canceled as to any employee immediately upon discovery by you or any of your partners, officers or directors not in collusion with the employee, of any dishonest act committed by that employee after becoming employed by you.

II. Contingent Cargo Legal Liability Protection

- a. The most we will pay for any one loss under this enhancement is the Limit of Insurance shown in the **Schedule**.

This limit of insurance is part of, not in addition to, the Limits of Insurance for **Basic Cargo Liability Coverage** and **Basic Warehouse Liability Coverage Forms** shown in the **Declarations**. However, this coverage will only apply if there is a loss otherwise covered under either the **Basic Cargo Liability Coverage** or **Basic Warehouse Liability Coverage Forms**.

- b. We will pay those sums that you become legally or contractually liable for as a result of direct physical loss or damage to a “shipper’s” or “customer’s” goods while under the authority of or in the care, custody or control of another mover or warehouseman.

Under this coverage we will only pay the minimum legal liability as determined by your tariff (or applicable state statute) governing the type of shipment or warehousing under which such loss occurs. In no case will we pay the fair market value or replacement cost value for such loss.

- c. We will pay those sums that you become legally or contractually liable for as a result of direct physical loss or damage to your “shipper’s” or “customer’s” property when the “last handler” of the property fails to settle or pay the claims of your “shippers” or “customers”, but only if such loss or damage is discovered during the policy period and is otherwise covered by the **Basic Cargo Liability Coverage** or **Basic Warehouse Liability Coverage Forms**.

- d. Additional Definitions:

“**Last Handler**” refers to the mover, trucker, packer, van line, hauler, sub-hauler, or warehouseman having custody of the “shipper’s” or “customer’s” goods immediately prior to delivery of such goods to the “shipper” or “customer”.

III. “Advice of Coverage” for Transit or Storage

- a. Limits of Insurance

No single “Advice of Coverage” for property in transit or storage may exceed the Limit of Insurance shown in the **Schedule**.

The aggregate of all “Advices of Coverage” for property in transit at any one time may not exceed the Aggregate in Transit Limit of Insurance shown on the **Basic Cargo Liability Coverage** **Declarations**.

The aggregate of all "Advices of Coverage" for property in storage at any one "Specified Location" may not exceed Limit of Insurance shown for that location shown on the **Basic Warehouse Liability Coverage** Declarations.

b. Coverage

We authorize the issuance of, and will indemnify you for any "Advice of Coverage" issued to your "Shippers" or storage "Customers". These forms will provide coverage for risks of direct physical loss or damage from any external cause to lawful property in the course of transit or while in storage at a designated location.

c. Deductible

The Deductible shown in the Declarations shall apply to any and all claims. All other provisions of **Section C. Deductible** apply to this coverage extension. If the deductible amount shown on any individual "Advice of Coverage" is less than the amount shown on the Declarations, you agree to reimburse us for this difference after we have settled any claim.

d. Difference in Coverage

If loss or damage is payable under the "Advice of Coverage" but is not payable under the terms of the **Basic Cargo Liability Coverage** or **Basic Warehouse Liability Coverage Forms**, the terms of the "Advice of Coverage" will apply.

e. Other Terms and Conditions

(1) "Advices of Coverage" must be issued in compliance with any state laws or tariffs regarding the handling and issuance of such documents.

(2) All other terms, conditions, and limitations shown on the "Advice of Coverage" as well as those of the **Basic Cargo Liability Coverage Form** or the **Basic Warehouse Liability Coverage Form** apply to this coverage.

f. Additional Definitions

"**Advice of Coverage**" refers exclusively to forms **089001**, **089013**, and **089014** which are issued by you on our behalf to the "shipper" or storage "customer."

IV. No Stacking of Third Party Deductibles

If a deductible is shown on a "Shipping Document," "Storage Document," or "Advice of Coverage" issued to "Shippers" or "Customers", we will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds such deductible. However, any such deductible will be considered to be included in and not in addition to the coverage deductible, and if the deductible shown on the "Shipping Document" or "Storage Document" is less than the coverage deductible, you agree to promptly reimburse us for the amount of the coverage deductible we pay in order to settle a claim or "suit".

Example:

Shipper's Deductible	\$	250.00
Coverage Deductible	\$	1,000.00
Amount of Loss	\$	4,250.00
Payable To Shipper	\$	4,000.00
Deductible Reimbursement Due from Insured	\$	750.00

V. Coverage for Errors or Omissions in Moving Operations

a. Up to the amount shown in the **Schedule**, we will pay those sums that you become legally obligated to pay as damages, except punitive or exemplary damages, because of mis-delivery or wrongful delivery of "Shipper's Goods" in your care, custody or control that have been accepted for moving, shipping, or similar service, provided that the date of shipment is within the policy period and that the loss would otherwise be payable under the **Basic Cargo Liability Coverage Form**.

b. Up to the amount shown in the **Schedule**, we will pay those sums that you become legally obligated to pay, except punitive or exemplary damages, because of your failure to issue a correct "Shipping Document" or any amendments thereto.

c. We have the right and duty to defend the insured against any "suit" against you seeking damages to which this insurance applies. However, we will have no duty to defend you against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result.

Our right and duty to defend you end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in **Section G - Supplementary Payments**.

- d. The Limit of Insurance shown in the **Schedule** is the most we will pay for all such claims to which this provision applies in any one policy period.

VI. Coverage for Errors or Omissions in Storage Operations

- a. Up to the amount shown in the **Schedule**, we will pay those sums that you become legally obligated to pay as damages, except punitive or exemplary damages, as a result of the sale, removal or disposition of "customer's" property in your care, custody or control. It is a condition of this coverage that you must, to the best of your knowledge, follow the standard industry practices and legally approved procedures prior to sale, removal or disposition of such property.
- b. We have the right and duty to defend the insured against any "suit" against you seeking damages to which this insurance applies. However, we will have no duty to defend you against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. Our right and duty to defend you end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in **Section G - Supplementary Payments**.

- c. The Limit of Insurance shown in the **Schedule** is the most we will pay for all such claims to which this provision applies in any one policy period.

VII. Coverage for "Customer's Goods" outside of the designated warehouse building

Up to the amount shown in the **Schedule**, we will pay those sums that you become legally obligated to pay as damages, except punitive or exemplary damages, because of your liability as a warehouseman for direct physical loss or damage to "Customer's Goods" which you accept for storage, repositioning, packing, crating, storage or similar service.

The loss or damage must occur during the policy period and outside of a "Specified Location", "Interim Location", or "Temporary Location" at a place described as follows:

- a. In the open within 1000 feet of the described "Specified", "Interim", or "Temporary Location";
- b. In a trailer or semi-trailer;
- c. In a temporary structure; or
- d. In a shed or pole barn.

Coverage for "Customer's Goods" located in any place described above is subject to the following additional exclusions:

In the **Basic Warehouse Liability Coverage Form, Section D. Exclusions Clause 2.g.** is deleted and replaced by the following:

- g. Spoilage, deterioration, shrinkage, evaporation, insects or animals, environmental contamination, mold contamination, changes in temperature or humidity, loss of weight, change in color or flavor of perishable articles, exposure to sun, wind, rain, snow, hail, sleet or water in any form, air pollution or other atmospheric conditions.

VIII. Coverage for "Customer's Goods at any Temporary Location"

The most we will pay for direct physical loss or damage to "Customer's Goods" at any "Temporary Location" is the Limit of Insurance shown on the **Schedule**.

In the **Basic Warehouse Liability Coverage Form, Section H. Definitions**, definition **10.** is deleted and replaced by the following:

- 10.** "Specified Location" is a building occupied by you as a warehouse and listed in the Declarations. "Temporary Location" is a building occupied by you as warehouse for overflow or short-term storage. Coverage ceases at any "Temporary Location" 90 days from the initial date of occupancy.

For the purposes of this Coverage Form, "Customer's Goods" must be located inside of a "Specified" or "Temporary Location" building.

IX. Coverage for "Customer's Goods" at any "Interim Location"

Up to the Limit of Insurance shown on the **Schedule**, we will pay those sums that you become legally obligated to pay as damages, except punitive or exemplary damages, because of your liability as a warehouseman for direct physical loss or damage to "Customer's Goods" which you accept for storage and place in an "Interim Location".

In the **Basic Warehouse Liability Coverage Form, Section H. Definitions**, definition **10.** is deleted and replaced by the following:

10. "Specified Location" is a building occupied by you as a warehouse and listed in the Declarations. "Temporary Location" is a building occupied by you as warehouse for overflow or short-term storage. Coverage ceases at any "Temporary Location" 90 days from the initial date of occupancy.

"Interim Location" is a building occupied by you as a warehouse on a semi-permanent basis; such semi-permanent occupancy means for less than a period of one year, but for more than 90 days. For the purposes of this Coverage Form, "Customer's Goods" must be located inside of a "Specified", "Interim", or "Temporary Location" building.

X. Special Coverage for Shipments by Waterways

The following is added to **Basic Cargo Liability Coverage Form** at the end of **Section F. Additional Conditions -- 2.** Policy Period, Coverage Territory:

For shipments by waterways, the coverage territory is to, from, or within the United States of America, Puerto Rico, and Canada.

This extension only applies to property governed by your "Shipping Document", and is subject to the terms, conditions, and/or restrictions shown on such "Shipping Document" where deemed applicable by United States Courts and the United States Carriage of Goods by Sea Act.

With respect to such shipments by waterways, the following is added to **Basic Cargo Liability Coverage Form** at the end of **Section G. Supplementary Payments:**

General Average and/or Salvage Expense Liability

We will pay for General Average and/or Salvage Expense liability incurred by you. The general average and/or salvage charge to you shall be determined according to the "Shipping Document" and/or the York-Antwerp Rules.

However, in no event will the amount we pay for all General Average and/or Salvage Expense liability and the amount we pay for all claims arising from an accident exceed the "Aggregate in Transit" limit shown in the Declarations.

XI. Small Claim Adjustment Authorization

You may adjust and settle any covered loss under the **Basic Cargo Liability Coverage Form, Basic Warehouse Liability Coverage Form**, or this **Cargo and Warehouse Coverage Enhancements** form which does not exceed an amount equal to your applicable deductible plus \$250. Any such adjustment you make must be in full conformity with the terms and conditions of these coverage forms. You must report any such adjustment to us within ten (10) days of payment. We will reimburse you for all claims that qualify as soon as practicable after our receipt of satisfactory proof of loss.

This provision does not apply if the Deductible shown on the **Declarations** is higher than \$5,000.

XII. Coverage for Failure of Climate Control Systems

Up to the amount shown in the **Schedule**, we will pay those sums that you become legally obligated to pay as damages, except punitive or exemplary damages, because of your liability as a warehouseman for direct physical loss or damage to "Customer's Goods" as a result of failure of your climate control systems. This extension of coverage only applies if you assume liability under a "storage document" for such damage and is subject to the following conditions:

In the **Basic Warehouse Liability Coverage Form, Section D. Exclusions**, exclusion **2.g.** is deleted and replaced by the following:

- g.** Spoilage, deterioration, shrinkage, evaporation, environmental contamination, mold contamination, changes in temperature or humidity, loss of weight, or change in color or flavor of perishable articles, unless caused by or resulting from:
- (1)** Change in temperature or humidity resulting from mechanical breakdown or failure of refrigerating, cooling or humidity control apparatus or equipment, only while such equipment or apparatus is at a "specified location"; or
 - (2)** Change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the "specified location", due to conditions beyond your control.

Under this coverage enhancement, we will not pay for loss or damaged caused by or resulting from:

- (1)** The disconnection of any refrigerating, cooling or humidity control system from the source of power.
- (2)** The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
- (3)** The inability of an Electrical Utility Company or other power source to provide sufficient power due to lack of fuel or governmental order.
- (4)** The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.
- (5)** Your failure to keep in force a maintenance or service agreement for the refrigerating, cooling or humidity control apparatus or equipment. If you voluntarily terminate this agreement and do not notify us, the insurance provided by this endorsement will automatically be suspended.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUB-CONTRACTED SHIPMENT LIMITATIONS

This endorsement modifies insurance provided under the following:

BASIC CARGO LIABILITY 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

Coverage	Applicable Limitation indicated below by <input checked="" type="checkbox"/>			
<input type="checkbox"/> Cargo Liability	<input type="checkbox"/> \$0.60 Per Lb. Per Article	<input type="checkbox"/> \$1.25 Per Lb. Per Article	<input type="checkbox"/> \$2.50 Per Lb. Per Article	<input type="checkbox"/> \$5.00 Per Lb. Per Article

Damage to “Shipper’s Goods” under your “Shipping Document”

1. In the event that you are found legally liable for loss or damage to “Shipper’s Goods” by reason of a “Shipping Document” issued by you and the loss or damage occurs while such goods are in the care, custody or control of another person or organization with whom you have a written “Sub-Contract Agreement”, the most we will pay for such loss or damage will be determined by the Limits of Insurance stated in the **Basic Cargo Liability Coverage Form**. In the event that you are found legally liable for such loss or damage but there is no written “Sub-Contract Agreement” between you and the person or organization having the care, custody or control of the goods at the time of the loss or damage, then the most we will pay for such loss or damage will be determined by the amount shown in the **Schedule**.
2. For the purposes of this endorsement, “Sub-Contract Agreement” means a written agreement between you and another person or organization engaged in the business of transporting property for hire whereby said person or organization agrees to transport the “Shippers Goods” in accordance with the terms and conditions of the “Shipping Document” issued by you to the “Shipper” for the transportation of said goods.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CARE, CUSTODY OR CONTROL LIMITATION

This endorsement modifies insurance provided under the following:

BASIC CARGO LIABILITY COVERAGE FORM
 BASIC WAREHOUSE LIABILITY 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

Coverage	Applicable Limitation indicated below by <input checked="" type="checkbox"/>			
<input type="checkbox"/> Cargo Liability	<input type="checkbox"/> \$0.60 Per Lb. Per Article	<input type="checkbox"/> \$1.25 Per Lb. Per Article	<input type="checkbox"/> \$2.50 Per Lb. Per Article	<input type="checkbox"/> \$5.00 Per Lb. Per Article
<input type="checkbox"/> Warehouse Liability	<input type="checkbox"/> \$0.60 Per Lb. Per Article	<input type="checkbox"/> \$1.25 Per Lb. Per Article	<input type="checkbox"/> \$2.50 Per Lb. Per Article	<input type="checkbox"/> \$5.00 Per Lb. Per Article

Damage to Property of Others

1. In the event that you are found legally liable for loss or damage to the property of others while in your care, custody or control, but for which you have not issued a "Shipping Document" or a "Storage Document", or an "Advice of Coverage" form, the most we will pay for such loss or damage is the amount shown in the **Schedule**.
2. In the event that you are found legally liable for loss or damage to the property of others while in your care, custody or control pursuant to a "Shipping Document" or a "Storage Document" but such document does not specify the value or terms and conditions of your legal liability for such property, the most we will pay for such loss or damage is the amount shown in the **Schedule**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL COVERAGE FOR HOUSEHOLD GOODS OPERATIONS

This endorsement modifies insurance provided under the following:

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 "Water Incidents"	\$ 15,000. Total of all costs in any one annual policy period for "water incidents" at unspecified locations.	\$ Included
	\$10,000. Total of all costs in any one annual policy period for "water incidents" at any specified location	

Definition of Industry Segment:

"HOUSEHOLD GOODS" operation means the transportation, storage, handling, packing and other related services for "Shipper's Goods" or "Customer's Goods".

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.

The following coverages are added or amended for insureds with the above described operations. Any applicable Limits of Insurance are shown in the **Schedule**.

Remediation Coverage for "Water Incidents"

Bodily Injury and Property Damage Liability claims resulting from exposure to "fungi", bacteria or mold are specifically excluded by the attachment of form **CG 21 67** to this policy.

Damage to property in your care, custody, or control resulting from "environmental contamination, mold contamination...(or) changes in temperature or humidity" is specifically excluded in

forms **083006** and **083007** one or both of which are attached to this policy.

Remediation Coverage for "Water Incidents" does not invalidate the exclusions described above. It is intended to provide coverage enabling an immediate response to a water incident so that mold, "fungi", or bacteria do not develop.

It is a condition of this coverage that any "water incident" be reported to us as soon as practica-

ble after the incident. In no case should this notice exceed ten (10) days after the occurrence. If the report is not made within the time frame, this coverage is void.

The following is added at the end of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01**:

3. Up to the Limit of Insurance shown in the **Schedule**, we will pay all necessary costs to clean, dry, remove, contain, restore, detoxify, treat, neutralize, un-pack, re-pack or remediate water damage to property or premises of others that relate directly to a “water incident”. Also included in the Limit of Insurance is the cost to replace any item from which water cannot be removed.

This coverage is excess over any other coverage that may be provided elsewhere in this policy. However, once the Limit of Insurance shown in the **Schedule** has been paid, or a written offer to make payment of the limit has been made, we have no further obligation, including any defense obligation, with respect to Supplementary Payments resulting from “water incidents”.

“**Water Incident**” means:

1. The sudden and accidental release of water from pipes, tubes, sprinklers or tanks;
2. Accidental exposure to rain, sleet, hail or snow inside or outside of a specified location or elsewhere; or
3. Accidental exposure to water that results from the backup in or overflow of streets, sewers, drains, or standing bodies of water.

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 **Basic Cargo Liability Coverage Form 083006** is amended as follows:

If a Bill of Lading or an “Advice of Coverage” form is not issued for a shipment of household goods, then under **Section D. Exclusions**, clause 1. is deleted and replaced by the following:

1. For loss or injury to: bills of exchange, bonds, bullion, jewelry, watches, “precious metals”, currency, deeds, documents, evidence of debt, credit cards, money, stock certificates, securities, stamp collections, letters or packets of letters, antiques, fine arts, furs, or firearms.

The **Basic Warehouse Liability Coverage Form 083007** is amended as follows:

If a Warehouse Receipt or an “Advice of Coverage” form is not issued for permanent storage of household goods, then under **Section D. Exclusions**, clause 1. is deleted and replaced by the following:

1. For loss or injury to: bills of exchange, bonds, bullion, jewelry, watches, “precious metals”, currency, deeds, documents, evidence of debt, credit cards, money, stock certificates, securities, stamp collections, letters or packets of letters, antiques, fine arts, furs, or firearms.

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:

ADVICE OF COVERAGE

SHIPPING OR STORAGE DOCUMENT REFERENCE NUMBER: _____

NAME OF MOVING OR STORAGE COMPANY: _____

ADDRESS OF COMPANY: _____

NAME & MAILING ADDRESS OF PROPERTY OWNER: _____

This **ADVICE OF COVERAGE** pertains to: Goods in Transit Goods in Storage Both Storage and Transit

Property at risk under this **ADVICE OF COVERAGE** can be described as: (indicated below by)

Used Household Goods Office or Industrial Property Business Records General Commodities

New Household Goods Electronic Equipment or Machinery Other Property Special Products

AGREED VALUE OF PROPERTY: (NOT TO EXCEED \$250,000.)

Per Item Valuation \$ _____ Per _____
of _____

Actual Cash or Depreciated Value Value Declared: \$ _____

Replacement Cost Value Value Declared: \$ _____

Deductible for this Coverage: \$ _____ Deductible Not Applicable or \$0 Deductible

Cost of Agreed Value Coverage:

Included in the Basic Transportation or Storage Charges

Flat Charge Shown on Shipping Document \$ _____

Per Month Charge \$ _____

GENERAL CONDITIONS:

1. Up to the Agreed Value shown above, we will be liable for loss or damage to your property caused by or resulting from our negligence or our failure to use ordinary care in the handling of your property while it is in our care, custody or control. If we are responsible for loss or damage, we will pay the amount shown above, the cost of the damaged or lost items, or the amount needed to repair the damaged items, whichever is less, less any applicable deductible.
2. In case of loss or damage, it will be necessary for the owner of the property to protect it from further loss or damage and to separate damaged from undamaged property. The expenses resulting from this requirement will be apportioned between the parties based on their respective interests.
3. The Agreed Value shown above must be at least 90% of the Actual Cash Value (or Replacement Value if this option is chosen) of the described property. If it is determined during a claim settlement that the Agreed Value is less than 90% of the true value, a coinsurance penalty will apply.

EXCLUSIONS:

We will not pay for loss or damage resulting from:

- a. war or warlike actions taken by governments or their agents taken in resisting an actual or impending attack;
- b. invasion, insurrection, rebellion, revolution, civil war, usurped power;
- c. confiscation by order of any government or public authority;
- d. changes in temperature or humidity, environmental contamination or mold contamination;
- e. earthquake, flood, or volcanic activity;
- f. insects or animals;
- g. any action or order by you, your agents or employees or persons to whom you entrust the property other than the Relocation or Storage Company listed above; or
- h. loss or damage sustained during any cleaning, repairing, restoration or refinishing process, unless caused by fire.

These terms and conditions as well as those shown on the reverse side of this Advice of Coverage have been disclosed to and are agreed upon by the following on: _____ (Date Issued)

X _____ X _____

Signature of Moving or Storage Company Representative

Signature of Owner of Property or Representative

ADVICE OF COVERAGE

Page Two

LIMITATIONS:

1. Unless you specifically point them out and specify a value on the Shipping or Storage Documents, we accept no liability for jewelry, furs, silverware, firearms, fine arts, antiques, collections, or other items of extraordinary value.
2. We never accept liability for money, currency, valuable or negotiable instruments (stock certificates, bonds, etc.), manuscripts or other valuable documents (unless the property described above includes Business Records).
3. We only accept liability for the actual loss or damage, not for any consequences of the loss or damage.
4. If you pack your own property, we can only accept liability for damage if there is obvious damage to the container. If property packed by you is lost, we will only accept liability based on the estimated weight of the container multiplied by: \$2.50 per pound for Actual Cash or Depreciated Value, or \$5.00 per pound for Replacement Cost Value.
5. If a mechanical or electrical device does not work after delivery, we will only accept liability if there is obvious external damage to the device.
6. Unless you have declared a replacement cost value, we cannot accept liability for deterioration, wear and tear, or damage caused by the normal use and aging of your property.

DEFINITIONS:

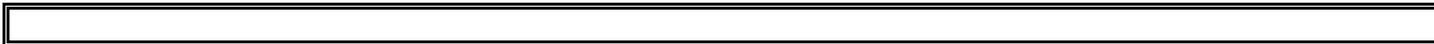
1. **We** or **our** means the Moving or Storage company, its employees or agents, or designated representatives.
2. **You** or **your** means the owner of the property being moved or stored or the owner's designated representative; **you** or **your** also is limited to the person or organization whose name appears on the shipping or storage documents.
3. **Actual Cash Value** means the value of the property at the time it is lost or damaged. This means the cost of a similar item of similar age and condition. A depreciation allowance will apply.
4. **Replacement Cost Value** means the value of a new item in place of the item that has been lost or damaged. Replacement cost value does not apply unless the item is actually repaired or replaced, and does not apply to items that because of their unique nature, cannot be replaced (i.e. works of art, antiques, collectibles, or rare articles).
5. **Loss** means the disappearance or complete destruction of an item and **damage** means the direct physical injury to an item. Loss or damage does not include loss of use, inconvenience, or any costs that result from the loss or damage of property.

HOW TO PRESENT A CLAIM:

1. If you notice lost or damaged items at the time of delivery, make a notation on the Shipping or Storage Documents.
2. Ask for a "Presentation of Loss" Form from your Sales Representative or our Customer Service Department; complete and return it along with any other information you think might be important. While it might be helpful, it is not necessary to get repair estimates.
3. You may have a time limit for presenting the claim; in most states the limit is nine months. Check your Documents.
4. Keep any damaged containers. If the container is badly damaged, you might want to leave it packed for the claims adjuster to inspect.
5. Take pictures of any damage. Make sure they clearly show damaged areas or items.
6. The sooner you report the claim, the faster it can be settled.
7. Always keep your copies of the shipping or storage documents (Bills of Lading, Inventory Sheets, and Warehouse Receipt) in a safe place. Keep copies of all claims correspondence.

IMPORTANT NOTICE:

This ADVICE OF COVERAGE is not an insurance policy, nor does it describe any or all of the limitations or conditions that may be applicable to your particular case. You must carefully review the Bill of Lading, Warehouse Receipt, Agreement for Moving Services, Storage Contract, or other applicable Contracts. These documents show the particular terms and conditions. Restrictions or limitations are different for different kinds of relocation or storage operations and are different in each state. This ADVICE OF COVERAGE is only an outline of those terms and conditions.



ADVICE OF COVERAGE

SHIPPING OR STORAGE DOCUMENT REFERENCE NUMBER: _____

NAME OF MOVING OR STORAGE COMPANY: _____

ADDRESS OF COMPANY: _____

NAME & MAILING ADDRESS OF PROPERTY OWNER: _____

This **ADVICE OF COVERAGE** pertains to: Goods in Transit Goods in Storage Both Storage and Transit

Property at risk under this **ADVICE OF COVERAGE** can be described as: (indicated below by)

Used Household Goods Office or Industrial Property Business Records General Commodities

New Household Goods Electronic Equipment or Machinery Other Property Special Products

AGREED VALUE OF PROPERTY: (NOT TO EXCEED \$200,000.)

Per Item Valuation \$ _____ Per _____ of _____

Actual Cash or Depreciated Value Value Declared: \$ _____

Replacement Cost Value Value Declared: \$ _____

Deductible for this Coverage: \$ _____ Deductible Not Applicable or \$0 Deductible

Cost of Agreed Value Coverage:

Included in the Basic Transportation or Storage Charges

Flat Charge Shown on Shipping Document \$ _____

Per Month Charge \$ _____

GENERAL CONDITIONS:

- Up to the Agreed Value shown above, we will be liable for loss or damage to your property caused by or resulting from our negligence or our failure to use ordinary care in the handling of your property while it is in our care, custody or control. If we are responsible for loss or damage, we will pay the amount shown above, the cost of the damaged or lost items, or the amount needed to repair the damaged items, whichever is less, less any applicable deductible.
- In case of loss or damage, it will be necessary for the owner of the property to protect it from further loss or damage and to separate damaged from undamaged property. The expenses resulting from this requirement will be apportioned between the parties based on their respective interests.
- The Agreed Value shown above must be at least 90% of the Actual Cash Value (or Replacement Value if this option is chosen) of the described property. If it is determined during a claim settlement that the Agreed Value is less than 90% of the true value, a coinsurance penalty will apply.

EXCLUSIONS:

We will not pay for loss or damage resulting from:

- war or warlike actions taken by governments or their agents taken in resisting an actual or impending attack;
- invasion, insurrection, rebellion, revolution, civil war, usurped power;
- confiscation by order of any government or public authority;
- changes in temperature or humidity, environmental contamination or mold contamination;
- earthquake, flood, or volcanic activity;
- insects or animals;
- any action or order by you, your agents or employees or persons to whom you entrust the property other than the Relocation or Storage Company listed above; or
- loss or damage sustained during any cleaning, repairing, restoration or refinishing process, unless caused by fire.

These terms and conditions as well as those shown on the reverse side of this Advice of Coverage have been disclosed to and are agreed upon by the following on: _____ (Date Issued)

X _____ X _____

Signature of Moving or Storage Company Representative

Signature of Owner of Property or Representative

ADVICE OF COVERAGE

Page Two

LIMITATIONS:

1. Unless you specifically point them out and specify a value on the Shipping or Storage Documents, we accept no liability for jewelry, furs, silverware, firearms, fine arts, antiques, collections, or other items of extraordinary value.
2. We never accept liability for money, currency, valuable or negotiable instruments (stock certificates, bonds, etc.), manuscripts or other valuable documents (unless the property described above includes Business Records).
3. We only accept liability for the actual loss or damage, not for any consequences of the loss or damage.
4. If you pack your own property, we can only accept liability for damage if there is obvious damage to the container. If property packed by you is lost, we will only accept liability based on the estimated weight of the container multiplied by: \$2.50 per pound for Actual Cash or Depreciated Value, or \$5.00 per pound for Replacement Cost Value.
5. If a mechanical or electrical device does not work after delivery, we will only accept liability if there is obvious external damage to the device.
6. Unless you have declared a replacement cost value, we cannot accept liability for deterioration, wear and tear, or damage caused by the normal use and aging of your property.

DEFINITIONS:

1. **We** or **our** means the Moving or Storage company, its employees or agents, or designated representatives.
2. **You** or **your** means the owner of the property being moved or stored or the owner's designated representative; **you** or **your** also is limited to the person or organization whose name appears on the shipping or storage documents.
3. **Actual Cash Value** means the value of the property at the time it is lost or damaged. This means the cost of a similar item of similar age and condition. A depreciation allowance will apply.
4. **Replacement Cost Value** means the value of a new item in place of the item that has been lost or damaged. Replacement cost value does not apply unless the item is actually repaired or replaced, and does not apply to items that because of their unique nature, cannot be replaced (i.e. works of art, antiques, collectibles, or rare articles).
5. **Loss** means the disappearance or complete destruction of an item and **damage** means the direct physical injury to an item. Loss or damage does not include loss of use, inconvenience, or any costs that result from the loss or damage of property.

HOW TO PRESENT A CLAIM:

1. If you notice lost or damaged items at the time of delivery, make a notation on the Shipping or Storage Documents.
2. Ask for a "Presentation of Loss" Form from your Sales Representative or our Customer Service Department; complete and return it along with any other information you think might be important. While it might be helpful, it is not necessary to get repair estimates.
3. You may have a time limit for presenting the claim; in most states the limit is nine months. Check your Documents.
4. Keep any damaged containers. If the container is badly damaged, you might want to leave it packed for the claims adjuster to inspect.
5. Take pictures of any damage. Make sure they clearly show damaged areas or items.
6. The sooner you report the claim, the faster it can be settled.
7. Always keep your copies of the shipping or storage documents (Bills of Lading, Inventory Sheets, and Warehouse Receipt) in a safe place. Keep copies of all claims correspondence.

IMPORTANT NOTICE:

This ADVICE OF COVERAGE is not an insurance policy, nor does it describe any or all of the limitations or conditions that may be applicable to your particular case. You must carefully review the Bill of Lading, Warehouse Receipt, Agreement for Moving Services, Storage Contract, or other applicable Contracts. These documents show the particular terms and conditions. Restrictions or limitations are different for different kinds of relocation or storage operations and are different in each state. This ADVICE OF COVERAGE is only an outline of those terms and conditions.

ADVICE OF COVERAGE

SHIPPING OR STORAGE DOCUMENT REFERENCE NUMBER: _____

NAME OF MOVING OR STORAGE COMPANY: _____

ADDRESS OF COMPANY: _____

NAME & MAILING ADDRESS OF PROPERTY OWNER: _____

This **ADVICE OF COVERAGE** pertains to: Goods in Transit Goods in Storage Both Storage and Transit

Property at risk under this **ADVICE OF COVERAGE** can be described as: (indicated below by)

Used Household Goods Office or Industrial Property Business Records General Commodities

New Household Goods Electronic Equipment or Machinery Other Property Special Products

AGREED VALUE OF PROPERTY: (NOT TO EXCEED \$50,000.)

Per Item Valuation \$ _____ Per _____
of _____

Actual Cash or Depreciated Value Value Declared: \$ _____

Replacement Cost Value Value Declared: \$ _____

Deductible for this Coverage: \$ _____ Deductible Not Applicable or \$0 Deductible

Cost of Agreed Value Coverage:

Included in the Basic Transportation or Storage Charges

Flat Charge Shown on Shipping Document \$ _____

Per Month Charge \$ _____

GENERAL CONDITIONS:

- Up to the Agreed Value shown above, we will be liable for loss or damage to your property caused by or resulting from our negligence or our failure to use ordinary care in the handling of your property while it is in our care, custody or control. If we are responsible for loss or damage, we will pay the amount shown above, the cost of the damaged or lost items, or the amount needed to repair the damaged items, whichever is less, less any applicable deductible.
- In case of loss or damage, it will be necessary for the owner of the property to protect it from further loss or damage and to separate damaged from undamaged property. The expenses resulting from this requirement will be apportioned between the parties based on their respective interests.
- The Agreed Value shown above must be at least 90% of the Actual Cash Value (or Replacement Value if this option is chosen) of the described property. If it is determined during a claim settlement that the Agreed Value is less than 90% of the true value, a coinsurance penalty will apply.

EXCLUSIONS:

We will not pay for loss or damage resulting from:

- war or warlike actions taken by governments or their agents taken in resisting an actual or impending attack;
- invasion, insurrection, rebellion, revolution, civil war, usurped power;
- confiscation by order of any government or public authority;
- changes in temperature or humidity, environmental contamination or mold contamination;
- earthquake, flood, or volcanic activity;
- insects or animals;
- any action or order by you, your agents or employees or persons to whom you entrust the property other than the Relocation or Storage Company listed above; or
- loss or damage sustained during any cleaning, repairing, restoration or refinishing process, unless caused by fire.

These terms and conditions as well as those shown on the reverse side of this Advice of Coverage have been disclosed to and are agreed upon by the following on: _____ (Date Issued)

X _____ X _____

Signature of Moving or Storage Company Representative

Signature of Owner of Property or Representative

ADVICE OF COVERAGE

Page Two

LIMITATIONS:

1. Unless you specifically point them out and specify a value on the Shipping or Storage Documents, we accept no liability for jewelry, furs, silverware, firearms, fine arts, antiques, collections, or other items of extraordinary value.
2. We never accept liability for money, currency, valuable or negotiable instruments (stock certificates, bonds, etc.), manuscripts or other valuable documents (unless the property described above includes Business Records).
3. We only accept liability for the actual loss or damage, not for any consequences of the loss or damage.
4. If you pack your own property, we can only accept liability for damage if there is obvious damage to the container. If property packed by you is lost, we will only accept liability based on the estimated weight of the container multiplied by: \$2.50 per pound for Actual Cash or Depreciated Value, or \$5.00 per pound for Replacement Cost Value.
5. If a mechanical or electrical device does not work after delivery, we will only accept liability if there is obvious external damage to the device.
6. Unless you have declared a replacement cost value, we cannot accept liability for deterioration, wear and tear, or damage caused by the normal use and aging of your property.

DEFINITIONS:

1. **We** or **our** means the Moving or Storage company, its employees or agents, or designated representatives.
2. **You** or **your** means the owner of the property being moved or stored or the owner's designated representative; **you** or **your** also is limited to the person or organization whose name appears on the shipping or storage documents.
3. **Actual Cash Value** means the value of the property at the time it is lost or damaged. This means the cost of a similar item of similar age and condition. A depreciation allowance will apply.
4. **Replacement Cost Value** means the value of a new item in place of the item that has been lost or damaged. Replacement cost value does not apply unless the item is actually repaired or replaced, and does not apply to items that because of their unique nature, cannot be replaced (i.e. works of art, antiques, collectibles, or rare articles).
5. **Loss** means the disappearance or complete destruction of an item and **damage** means the direct physical injury to an item. Loss or damage does not include loss of use, inconvenience, or any costs that result from the loss or damage of property.

HOW TO PRESENT A CLAIM:

1. If you notice lost or damaged items at the time of delivery, make a notation on the Shipping or Storage Documents.
2. Ask for a "Presentation of Loss" Form from your Sales Representative or our Customer Service Department; complete and return it along with any other information you think might be important. While it might be helpful, it is not necessary to get repair estimates.
3. You may have a time limit for presenting the claim; in most states the limit is nine months. Check your Documents.
4. Keep any damaged containers. If the container is badly damaged, you might want to leave it packed for the claims adjuster to inspect.
5. Take pictures of any damage. Make sure they clearly show damaged areas or items.
6. The sooner you report the claim, the faster it can be settled.
7. Always keep your copies of the shipping or storage documents (Bills of Lading, Inventory Sheets, and Warehouse Receipt) in a safe place. Keep copies of all claims correspondence.

IMPORTANT NOTICE:

This ADVICE OF COVERAGE is not an insurance policy, nor does it describe any or all of the limitations or conditions that may be applicable to your particular case. You must carefully review the Bill of Lading, Warehouse Receipt, Agreement for Moving Services, Storage Contract, or other applicable Contracts. These documents show the particular terms and conditions. Restrictions or limitations are different for different kinds of relocation or storage operations and are different in each state. This ADVICE OF COVERAGE is only an outline of those terms and conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

PUNITIVE OR EXEMPLARY DAMAGES DEFINED

This endorsement modifies insurance provided under the following:

BASIC CARGO LIABILITY COVERAGE FORM
BASIC WAREHOUSE LIABILITY COVERAGE FORM

Under **SECTION H. – Definitions** the following is added:

“Punitive or exemplary damages” are damages awarded as a penalty or by way of punishment and to deter others from similar wrongful conduct. “Punitive or exemplary damages” include any damages awarded in the form of double, treble or other multiplier of damages in excess of compensatory damages.

SERFF Tracking Number: TRAX-125737053 State: Arkansas
 Filing Company: TRANSGUARD INSURANCE COMPANY OF AMERICA, INC. State Tracking Number: EFT \$50
 Company Tracking Number: CM AR0804601F01
 TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations
 Product Name: 2008 Commercial Inland Marine & Motor Truck Cargo
 Project Name/Number: 2008 Commercial Inland Marine & Motor Truck Cargo - New & Revised Endorsements, Advices of Coverage/CM AR0804601F01

Supporting Document Schedules

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

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: 08046 CM & MTC Forms 2008 Update - Explanatory Memo **Review Status:** Approved 07/30/2008

Comments:

See attached explanatory memorandum.

Attachment:

08046 CM & MTC Forms 2008 Update - Explanatory Memo.PDF

Satisfied -Name: COMPARE 083006 11/08 to current, COMPARE 083007 11/08 to current, COMPARE 084063 11/08 to current, COMPARE 094015 11/08 to Current, COMPARE 094023 01/08 to Current, COMPARE 094025 02/05 to Current, COMPARE 089001 11/08 to Current **Review Status:** Approved 07/30/2008

Comments:

See attached comparison of submitted and replaced forms.

Attachments:

COMPARE 083006 11_08 to current.PDF
 COMPARE 083007 11_08 to current.PDF
 COMPARE 084063 11_08 to current.PDF

SERFF Tracking Number: TRAX-125737053 State: Arkansas
Filing Company: TRANSGUARD INSURANCE COMPANY OF AMERICA, INC. State Tracking Number: EFT \$50
Company Tracking Number: CM AR0804601F01
TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations
Product Name: 2008 Commercial Inland Marine & Motor Truck Cargo
Project Name/Number: 2008 Commercial Inland Marine & Motor Truck Cargo - New & Revised Endorsements, Advices of Coverage/CM AR0804601F01

Satisfied -Name: Cover Letter **Review Status:** Approved 07/30/2008
Comments:
See attached cover letter.
Attachment:
Cover Letter.PDF

Satisfied -Name: Cover Letter **Review Status:** Approved 07/30/2008
Comments:
See attached 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	CM AR0804601F01
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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)	09.0 Inland Marine
10.	Sub-Type of Insurance (Sub-TOI)	09.0000 Inland Marine Sub-TOI Combinations
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]	
12.	Company Program Title (Marketing Title)	2008 Enhancements
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 #	CM AR0804601F01
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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 new and revised forms, endorsements and advices of coverage.

See attached Explanatory Memorandum for a listing of the items submitted and 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**.

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 this submission.</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 #	CM AR0804601F01
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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. CM AR0804701R01
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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	Basic Cargo Liability Coverage Form	083006 11/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	083006 07/04	
02	Basic Warehouse Liability Coverage Form	083007 11/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	083007 07/04	
03	Cargo and Warehouse Coverage Enhancements	084063 11/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	084063 07/04	
04	Sub-Contracted Shipment Limitation	084070 11/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Care, Custody or Control Endorsement	084071 11/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Special Coverage For Household Goods Operations	094015 11/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	094015 07/04	
07	Installment Payment Endorsement	094023 01/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	094023 06/04	
08	Combined Rate Endorsement	094025 02/05	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	094025 06/04	
09	Advice of Coverage	089001 11/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	089001 07/04	
10	Advice of Coverage	089013 11/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Advice of Coverage	089014 11/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

TRANSGUARD INSURANCE COMPANY OF AMERICA, INC.

COMMERCIAL INLAND MARINE & MOTOR TRUCK CARGO EXPLANATORY MEMORANDUM

New and Revised Forms, Endorsements & Advices of Coverage

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 Eight** forms and endorsements currently on file with your state, as well as revisions to our independent Motor Truck Cargo forms.

TRANSGUARD is a subscriber of Insurance Services Office, Inc. (ISO), and we are affiliated with them for Commercial Inland Marine 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.

FORMS

083006 11/08 – BASIC CARGO LIABILITY COVERAGE FORM: This revised coverage form (class: Motor Truck Cargo) replaces the 07/04 edition. The revisions include:

- Amending the Exclusion for Spoilage, deterioration, et al.;
- Under Additional Conditions, amending Statutory Requirement and adding a condition for Difference in Conditions; and
- Revising the Definition of Occurrence.

083007 11/08 – BASIC WAREHOUSE LIABILITY COVERAGE FORM: This revised coverage form (class: Motor Truck Cargo) replaces the 07/04 edition. The revisions include:

- Amending the Exclusion for Spoilage, deterioration, et al.;
- Under Additional Conditions, amending Statutory Requirement and adding a condition for Difference in Conditions;
- Revising the Definitions of Occurrence and Specified Location; and
- Other minor editorial changes.

ENDORSEMENTS

084063 11/08 – CARGO AND WAREHOUSE COVERAGE ENHANCEMENTS: This revised optional endorsement replaces the 07/04 edition, and can be used with the Basic Cargo Liability Coverage Form or the Basic Warehouse Liability Coverage Form. 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;
- Amending the references to Advice of Coverages in various sections;
- Amending the exclusions for Spoilage, deterioration, et al.; in several instances;
- Under Coverage for “Customers Goods at any “Temporary Location”, revising the definition of “Specified Location”;
- Amending the Small Claim Adjustment Authorization; and
- Other minor editorial changes.

084070 11/08 – SUB-CONTRACTED SHIPMENT LIMITATIONS: This endorsement is **new** and can be used with the Basic Cargo Liability Coverage Form. It may be selected for attachment to the policy if the insured uses sub-contractors without specifying the insurance obligations in a sub-contract agreement.

084071 11/08 – CARE, CUSTODY OR CONTROL ENDORSEMENT: This endorsement is **new** and can be used with the Basic Cargo Liability Coverage Form or the Basic Warehouse Liability Coverage Form. It may be selected for attachment if the insured does not use industry standard shipping or storage documents.

TRANSGUARD INSURANCE COMPANY OF AMERICA, INC.

COMMERCIAL INLAND MARINE & MOTOR TRUCK CARGO EXPLANATORY MEMORANDUM

New and Revised Forms, Endorsements & Advices of Coverage

094015 11/08 – SPECIAL COVERAGE FOR HOUSEHOLD GOODS OPERATIONS: This revised optional endorsement replaces the 07/04 edition. The revisions include:

- Adding a definition for “Water Incidents” and clarifying the intent of remediation coverage;
- Indicating limits for remediation coverage at unspecified locations and at any specified location;
- Clarification of language and adding form references to our forms 083006 and 083007; and
- Removing references to Commercial Auto, the 07/04 edition has been withdrawn under a separate filing.

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 094025, 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.

ADVICE OF COVERAGE

- **089001 11/08 – ADVICE OF COVERAGE:** This revised advice of coverage replaces the 07/04 edition. This edition is to be used when Option “B” under the Cargo and Warehouse Coverage Enhancements (i.e., Agreed Value of Property is NOT to exceed \$250,000) is chosen.
- **089013 11/08 – ADVICE OF COVERAGE:** This advice of coverage is **new**. This advice of coverage is to be used when Option “A” under the Cargo and Warehouse Coverage Enhancements (i.e., Agreed Value of Property is NOT to exceed \$200,000) is chosen.
- **089014 11/08 – ADVICE OF COVERAGE:** This advice of coverage is **new**. This advice of coverage is to be used when the Standard Option under the Cargo and Warehouse Coverage Enhancements (i.e., Agreed Value of Property is NOT to exceed \$50,000) is chosen.

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

BASIC CARGO LIABILITY COVERAGE FORM

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

(Authorized Representative)

SCHEDULE

LIMITS OF INSURANCE:	
\$ _____	Any One Loss
\$ _____	Aggregate In Transit

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

Throughout this Coverage Form the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we”, “us” and “our” refer to the Company providing this insurance.

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

A. Coverage and Insuring Agreements

1. We will pay those sums that you become legally obligated to pay as damages, except punitive or exemplary damages, because of your liability as a carrier for direct physical loss or destruction of, or damage to “Shipper’s Goods” while in your care, custody or control that you have accepted for moving, shipping, repositioning, packing, crating, “storage-in-transit”, or similar service, provided that the date of shipment is within the policy period.

If as a result of loss or damage to the “Shipper’s Goods” which is covered by this Coverage Form, you are also found liable for duties and taxes, we shall consider such duties and taxes covered as damages.

2. We have the right and duty to defend you against any “suit” seeking damages to which this insurance applies. However, we will have no duty to defend you against any “suit” seeking damages to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:

- a. The amount we will pay for damages is limited as described in **Section B. — Limits of Insurance**; and
- b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in **Section G.— Supplementary Payments.**

B. Limits of Insurance

1. The Cargo Limit of Insurance shown in the **Schedule** applies as follows:
 - a. The **Any One Loss** limit is the most we will pay for loss or damage to goods in any one cargo vehicle, trailer, semi-trailer, or accepted under one “Shipping Document”.
 - b. The **Aggregate in Transit** limit is the most we will pay for all claims arising in any one “occurrence”, loss, disaster or casualty.

c. The limit will be subject to any deductible amount or other limitation that may apply.

2. Supplementary Payments are in addition to the Limits of Insurance.

The existence of one or more additional insureds or newly acquired organizations does not increase the Limits of Insurance.

C. Deductible

We will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds the Deductible shown in the Declarations. The Deductible shall then apply to any and all claims arising in any one "occurrence", except it shall not apply to payments made under Supplemental Payments.

If more than one Deductible is applicable for the coverages provided by the Coverage Form, we will only apply the largest amount that is applicable.

We have the right, but not the duty to pay any claim in full, including the amount of your deductible in order to settle a claim. If we elect to pay any part of your deductible, you agree to reimburse us for the full amount of such deductible. Upon receipt of notification, you will pay us promptly.

D. Exclusions

This insurance does not apply to any loss, damage or expense, nor cover any liability or expense:

1. For loss or injury to: bills of exchange, bonds, bullion, "precious metals", currency, deeds, documents, evidence of debt, credit cards, money, stock certificates, securities, stamp collections, letters or packets of letters.
2. For loss arising from loss or injury caused by any of the following:
 - a. Governmental Action
Seizure or destruction of property by order of governmental authority. But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread.
 - b. Nuclear Hazard
Nuclear reaction or radiation, or radioactive contamination however caused.

c. War or Military Action

- (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- d. An act, omission, or direction of "Shipper", including damage or breakage resulting from improper packing by "Shipper";
 - e. Strikes, labor disputes or labor riots;
 - f. Delay in delivery, loss of use, consequential damage, or loss of market;
 - g. Spoilage, deterioration, shrinkage, evaporation, insects or animals, environmental contamination, mold contamination, smoke or ash contamination that results from an external cause, changes in temperature or humidity, loss of weight, or change in color or flavor of perishable articles;
 - h. Fines, assessments, damages, attorney's fees, court costs or any other penalties which you shall be required to pay as a result of your violation of any law or regulation relating to any delay in payment, denial, or settlement of any claim for loss.
 - i. Punitive or exemplary damages unless coverage for such damages is required by law.
 - j. Actual or alleged dishonest or criminal acts by you, any of your partners, employees, directors, trustees, authorized representatives, agents (including operators under contract to you), or anyone to whom you entrust the "Shipper's" property for any purpose:
 - (1) Acting alone or in collusion with others; or
 - (2) Whether or not occurring during the hours of employment.

E. Loss Conditions

The following apply in addition to the Loss Conditions and General Conditions contained in the **Commercial Inland Marine Conditions** attached to this Policy.

1. Duties in the Event of Accident, Claim or "Suit"

a. You must promptly notify us of any claim made against you because of loss or damage if the amount claimed exceeds your deductible. You must do this regardless of whether you think that you are liable for the damages, or that the damages claimed are inflated. You must also see to it that we are notified promptly of any accident that may result in a claim in excess of your deductible. Notice should include:

- (1) A copy of the applicable "shipping document";
- (2) How, when and where the accident took place;
- (3) The names and addresses of any witnesses; and
- (4) A description of the property involved.

b. If a claim or "suit" is brought against you, you must see to it that we receive prompt written notice of the claim or "suit";

c. You must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Provide to us or authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) Assist us upon our request, in the enforcement of any right against any person or organization that may be liable to you because of damage to which this insurance may also apply.

d. You must take all reasonable steps to protect the "Shipper's" property from further damage. If feasible, set the dam-

aged property aside and in the best possible order for examination. Also keep a record of your expenses for consideration in the settlement of the claim.

e. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than as authorized in Paragraph d. without our consent. However, this Condition does not apply to losses that meet the Small Claim Adjustment Authorization if such coverage is attached to this Policy.

2. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from you; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with by you.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against you obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Form or that are in excess of the Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, you and the claimant or the claimant's legal representative.

3. Other Insurance

You or the "Shipper" may have other insurance covering the same loss as the insurance under this Coverage Form. If this is the case, we will pay our share of the covered loss. Our share is the proportion that our Limit of Insurance under this Coverage Form covering such loss bears to the Limit of Insurance of all insurance covering the loss.

4. Transfer of Rights of Recovery Against Others to Us

If you have rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. You must do nothing after loss to impair them. At our request, you will bring "suit" or transfer those rights to us and help us enforce them.

5. Insurance Under Two or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage and we will not pay more than the highest applicable limit of insurance available under any one coverage.

7. Liberalization

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Form.

F. Additional Conditions

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

1. Bankruptcy

Bankruptcy or insolvency of you or your estate will not relieve us of our obligation under this Coverage Form.

2. Policy Period, Coverage Territory

Under this Coverage Form:

- a. The policy period is the period shown in the Declarations.
- b. The coverage territory is
 - (1) The United States of America (including its territories and possessions)
 - (2) Puerto Rico; and
 - (3) Canada.

3. Statutory Requirement

You will reimburse us for a loss that we have elected to pay because of a federal or state law or regulation that we would not otherwise have been required to pay under the terms of this policy. This includes expenses that we incur as a result of the loss. This condition does not apply to Exclusion **D.2.i.** of this Form.

4. Difference in Coverage

You will reimburse us for a loss that we have paid under an "Advice of Coverage" form that we would not otherwise have been obligated to pay under the terms of this Coverage Form.

G. Supplementary Payments

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- d. All costs taxed against the insured in the "suit".
- e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. We will pay penalties mandated in the governing tariff for late pickup or delivery of shipments. The maximum penalties shall not exceed \$500 for any one "Shipper" or \$1,000 for any one incident regardless of the amount set by tariff.

H. Definitions

1. For the purpose of this coverage, "Shipper's Goods" are defined in the Industry Segment Endorsement or Endorsements that are attached to this policy.
2. "Shipper" refers to the party who contracts for the moving service. Only the person, persons, or organization whose name appears on the "Shipping Document" will be considered the "Shipper". A "Shipper" may designate in writing a third party to act on his behalf.
3. "Shipping Document" includes a bill of lading, shipping receipt, freight bill, contract for services issued by you, or a master moving

agreement, tariff document, or interline agreement.

4. For any loss or damage under this coverage form, "storage-in-transit" means a shipment in transit under your "Shipping Document" that is temporarily at rest anywhere within the Coverage Territory. The length of time that such a shipment may be temporarily at rest is governed by statute or tariff, but in no case can this period of time exceed 120 days.
5. "Occurrence" means:
 - a. ~~An accident that takes place during the policy period;~~
 - b. ~~Or loss, including~~ continuous or repeated exposure to substantially the same general harmful conditions, that takes place during the policy period;
 - b. All such damages arising out of substantially the same general conditions which occur during the policy period. ~~All such exposures occurring at any one place~~ will be considered one "occurrence".
 - c. ~~Any loss or damage resulting from your ongoing operations performed under a single "Shipping Document" will be considered one "occurrence".~~
6. "Suit" means a civil proceeding in which loss or damage to property in your care, custody,

or control and to which this insurance applies are alleged. "Suit" also includes:

- a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
7. "Valuation Declaration" or "Declared Value" shown on any "shipping document" refers to your assumption of liability for property in your care, custody or control in an amount greater than the minimum valuation for such property set by any governing tariff. If the assumption of additional liability is made in accordance with tariff provisions, the greater value will be considered as a maximum legal liability, except where in conflict with state law.
 8. "Precious Metals" include, but are not limited to, any pure form of gold, silver, platinum, and titanium, but do not include items made of "precious metals" that can be described as jewelry, eyeglasses, goldware or silverware.
 9. "Primary Van Line Contract" means the document executed by you and an interstate van line company appointing you as a full-service agent of the van line company.

BASIC WAREHOUSE LIABILITY COVERAGE FORM

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

(Authorized Representative)

SCHEDULE

Location Number	Building Number	LIMIT OF INSURANCE at the Specified Location	Location Number	Building Number	LIMIT OF INSURANCE at the Specified Location
		\$			\$
		\$			\$
		\$			\$
		\$			\$
		\$			\$

(See Schedule of Locations for complete information and see Additional Warehouse Coverage Schedule if necessary)

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION H. - Definitions**.

A. Coverage and Insuring Agreements

1. We will pay those sums that you become legally obligated to pay as damages, except punitive or exemplary damages, because of your liability as a warehouseman for direct physical loss or destruction of, or damage to "Customer's Goods", which you accept for storage, repositioning, packing, crating, "storage-in-transit", or similar service. The loss or damage must occur during the policy period at a "specified location" ~~or a "temporary location"~~.

If as a result of loss or damage to the "Customer's Goods" which are covered by this Coverage Form, you are also found liable for duties and taxes, we shall consider such duties and taxes covered as damages.

2. We have the right and duty to defend you against any "suit" seeking damages to which this insurance applies. However, we will

have no duty to defend you against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- a. The amount we will pay for damages is limited as described in **Section B – Limits of Insurance**; and
- b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in **Section G - Supplementary Payments**.

B. Limits of Insurance

1. The Limits of Insurance for Basic Warehouse Liability shown in the Schedule is the most

we will pay for all claims arising in any one "occurrence" at any "Specified Location" ~~or at any "Temporary Location".~~

These limits will be subject to any deductible amount or other limitation that may apply.

2. Supplementary Payments are in addition to the Limits of Insurance.

The existence of one or more additional insureds or newly acquired organizations does not increase the Limits of Insurance.

C. Deductible

We will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds the Deductible shown in the Declarations. The Deductible shall then apply to any and all claims arising in any one "occurrence", except it shall not apply to payments made under Supplementary Payments.

If more than one Deductible is applicable for the coverages provided by the Coverage Form, we will only apply the largest amount that is applicable.

We have the right, but not the duty to pay any claim in full, including the amount of your deductible in order to settle a claim. If we elect to pay any part of your deductible, you agree to reimburse us for the full amount of such deductible. Upon receipt of notification, you will pay us promptly.

D. Exclusions

This insurance does not apply to any loss, damage, or expense, nor cover any liability or expense:

1. For loss of or injury to: bills of exchange, bonds, bullion, "precious metals", currency, deeds, documents, evidence of debt, credit cards, money, stock certificates, securities, stamp collections, letters or packets of letters.
2. For loss arising from loss or injury caused by any of the following:

- a. Governmental Action

Seizure or destruction of property by order of governmental authority. But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread.

- b. Nuclear Hazard

Nuclear reaction or radiation, or radioac-

tive contamination however caused.

- c. War or Military Action

- (1) War, including undeclared or civil war;

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

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

- d. An act, omission, or direction of "Customer", including damage or breakage resulting from improper packing by "Customer";

- e. Strikes, labor disputes or labor riots;

- f. Delay in delivery, loss of use, consequential damage, or loss of market;

- g. Spoilage, deterioration, shrinkage, evaporation, insects or animals, changes in temperature or humidity, environmental contamination, mold contamination, smoke or ash contamination that results from an external cause, loss of weight, or change in color or flavor of perishable articles;

- h. Fines, assessments, damages, attorney's fees, court costs or any other penalties which you shall be required to pay as a result of your violation of any law or regulation relating to any delay in payment, denial, or settlement of any claim for loss.

- i. Punitive or exemplary damages unless coverage for such damages is required by law.

- j. Actual or alleged dishonest or criminal acts by you, any of your partners, employees, directors, trustees, authorized representatives, agents (including operators under contract to you), or anyone to whom you entrust the "Customer's" property for any purpose:

- (1) Acting alone or in collusion with others; or

- (2) Whether or not occurring during the hours of employment.

3. For any damages arising from loss or injury caused by any of the following:

a. Earth Movement

- (1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising, or shifting. Any resultant loss or damage by fire, explosion or sprinkler leakage is not excluded.
- (2) Volcanic eruption, explosion or effusion. Any resultant loss or damage by fire or building glass breakage is not excluded.

b. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water that backs up from a sewer or drain;
- (4) Water under the ground surface pressing on, flowing, or seeping through foundations, walls, floors or paved surfaces; basements, whether paved or not; doors, windows or other openings.

However, any resultant loss or damage by fire, explosion or sprinkler leakage is not excluded.

E. Loss Conditions

The following apply in addition to the **Loss Conditions and General Conditions** contained in the Commercial Inland Marine Conditions attached to this Policy.

1. Duties in the Event of Accident, Claim or Suit

- a. You must promptly notify us of any claim made against you because of loss or damage if the amount claimed exceeds your deductible. You must do this regardless of whether you think that you are liable for the damages, or that the damages claimed are inflated. You must also see to it that we are notified promptly of any accident that may result in a claim in excess of your deductible. Notice should include:

- (1) A copy of the applicable "storage document";
- (2) How, when and where the accident took place;
- (3) The names and addresses of any witnesses; and
- (4) A description of the property involved.

b. If a claim or "suit" is brought against you, you must see to it that we receive ~~prompt~~**immediate** written notice of the claim or "suit".

c. You must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Provide to us or authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to you because of damage to which this insurance may also apply.

d. You must take all reasonable steps to protect the "Customer's" property from further damage. If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of your expenses for consideration in the settlement of the claim.

e. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than as authorized in Paragraph **d.** without our consent. However, this Condition does not apply to losses that meet the Small Claim Adjustment Authorization if such coverage is attached to this Policy.

2. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from you; or

- b. To sue us on this Coverage Form unless all of its terms have been fully complied with by you.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against you obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Form or that are in excess of the Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, you, and the claimant or the claimant's legal representative.

3. Other Insurance and Pro-Rata Settlements

- a. You or the "Customer" may have other insurance covering the same loss as the insurance under this Coverage Form. If this is the case, we will pay our share of the covered loss. Our share is the proportion that our Limit of Insurance under this Coverage Form covering such loss bears to the Limit of Insurance of all insurance covering the loss.
- b. If the specific date of loss or damage to "Customer's" property in your care, custody or control cannot be determined, and this insurance applies, our share of the covered loss is only the proportion that our coverage period bears to the total time the property has been held in storage.

4. Transfer of Rights of Recovery Against Others to Us

If you have rights to recover all or part of any payment we have made under this coverage form, those rights are transferred to us. You must do nothing after loss to impair them. At our request, you will bring "suit" or transfer those rights to us and help us enforce them.

5. Insurance Under Two or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage and we will not pay more than the highest applicable limit of insurance available under any one coverage.

7. Liberalization

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply

to this Coverage Form.

F. Additional Conditions

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

1. Bankruptcy:

Bankruptcy or insolvency of you or your estate will not relieve us of our obligation under this Coverage Form.

2. Policy Period, Coverage Territory:

Under this Coverage Form:

- a. The policy period is the period shown in the Declarations.
- b. The coverage territory for any "~~Temporary Location~~" location is:
 - (1) ~~the~~The United States of America (including its territories and possessions)
 - (2) Puerto Rico; and
 - (3) Canada.

3. Statutory Requirement:

You will reimburse us for a loss that we have elected to pay because of a federal or state law or regulation that we would not otherwise have been ~~required~~ obligated to pay under the terms of this policy. This includes expenses we incur as a result of the loss. This condition does not apply to Exclusion **D.2.i.** of this Coverage Form.

4. Difference in Coverage:

You will reimburse us for a loss that we have paid under an "Advice of Coverage" form that we would not otherwise have been obligated to pay under the terms of this Coverage Form.

G. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- 1. All expenses we incur.
- 2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- 3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit",

including actual loss of earnings up to \$500 a day because of time off from work.

4. All costs taxed against the insured in the "suit".
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

H. Definitions

1. For the purpose of this coverage, "Customer's Goods" are defined in the Industry Segment Endorsement or Endorsements that are attached to this policy.
2. "Customer" refers to the party who contracts for the storage service. Only the person, persons, or organization whose name appears on the "Storage Document" will be considered the "Customer". A "Customer" may designate in writing a third party to act on his behalf.
3. "Storage Document" includes a warehouse receipt, storage or space rental contract, storage receipt, inventory control document, or master storage agreement issued by you. For the purpose of this Coverage Form, "Storage Document" can also include a bill of lading not issued by you.
4. For any loss or damage under this coverage form, "storage-in-transit" means goods in any of your "Specified Locations", "Interim Locations", or a "Temporary Location" for which primary responsibility is a Shipping Document issued by a carrier other than you. The maximum period of time for "Storage-in-Transit" is 120 days. "Storage-in-Transit" does not include temporary storage.
5. "Occurrence" means:
 - a. ~~An accident that takes place during the policy period;~~

~~b. For loss, including~~ continuous or repeated exposure to substantially the same general harmful conditions, that results in property damage;

~~b. All such damages arising out of substantially the same general conditions which occur~~ during the policy period. ~~All such exposures occurring~~ at any one place will be considered one occurrence.

6. "Suit" means a civil proceeding in which loss or damage to property in your care, custody or control and to which this insurance applies are alleged. "Suit" also includes:
 - a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
7. "Valuation Declaration" or "Declared Value" shown on any "storage document" refers to your assumption of liability for property in your care, custody or control in an amount greater than any standard minimum valuation for such property. If such assumption of additional liability is made in accordance with regulations or standard industry practices, the greater value will be considered as a maximum legal liability, except where in conflict with state law.
8. "Precious Metals" include, but are not limited to, any pure form of gold, silver, platinum, and titanium, but do not include items made of "precious metals" that can be described as jewelry, eyeglasses, gold ware or silverware.
9. "Primary Van Line Contract" means the document executed by you and an interstate van line company appointing you as a full-service agent of the van line company.
10. "Specified Location" is a building occupied by you as a warehouse and listed in the Schedule. ~~"Temporary Location" is a building occupied by you as warehouse for overflow or short-term storage. Coverage ceases at any "Temporary Location" 90 days from the initial date of occupancy.~~ For the purposes of this Coverage Form, "Customer's Goods" must be located inside of a "Specified" ~~or "Temporary~~ Location" building.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CARGO AND WAREHOUSE COVERAGE ENHANCEMENTS

This endorsement modifies insurance provided under the following:

BASIC CARGO LIABILITY COVERAGE FORM
 BASIC WAREHOUSE LIABILITY COVERAGE FORM

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

Endorsement Effective:	Policy Number:
Named Insured:	Countersigned By:

(Authorized Representative)

SCHEDULE

PREMIUM CHARGE FOR ENHANCEMENT COVERAGES:	\$
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COVERAGE DESCRIPTION	LIMIT OF INSURANCE
<u>I.</u> Employee Dishonesty for Property of Others	
<u>II.</u> Contingent Cargo Legal Liability Protection	
<u>III.</u> "Advice of Coverage" for Transit or Storage	
<u>IV.</u> No Stacking of Third Party Deductibles	
<u>V.</u> Coverage for Errors or Omissions in Moving Operations	
<u>VI.</u> Coverage for Errors or Omissions in Storage Operations	
<u>VII.</u> Coverage for "Customer's Goods" Outside of the Designated Warehouse Building	
<u>VIII.</u> Coverage for "Customer's Goods" at any "Temporary Location"	
<u>IX.</u> Coverage for "Customer's Goods" at any "Interim Location"	
<u>X.</u> Special Coverage for Shipments by Waterways	
<u>XI.</u> Small Claim Adjustment Authorization	
<u>XII.</u> Coverage for Failure of Climate Control Systems	

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

The **Basic Cargo Liability Coverage Form 083006** and/or the **Basic Warehouse Liability Coverage Form 083007** are amended as follows:

I. Employee Dishonesty for Property of Others

- a. We will pay for loss or damage to “shipper’s” or “customer’s” property caused by or resulting from dishonest or alleged criminal acts of your employees.
- b. The most we will pay in any one “occurrence” for any one “shipper” or “customer” is the Limit of Insurance shown in the **Schedule**.

The Limit of Insurance provided by this endorsement is part of, not in addition to, the Limit of Insurance in the **Basic Cargo Liability Coverage Form** or the

Basic Warehouse Liability Coverage Form as shown in the **Declarations**.

- c. In **Section D. Exclusions**, exclusion **2.j.** is amended as follows:

This exclusion does not apply to yourthe dishonest or alleged criminal acts of employees only if:-

- (1) You, and
- (2) Any of your partners, officers or directors not in collusion with the employee,

have no knowledge of any dishonest act committed by that employee after becoming employed by you.

- d. In **Section E. Loss Conditions**, the following condition is added:

Cancellation as To Any Employee

The insurance provided by this endorsement is canceled as to any employee immediately upon discovery by you or any of your partners, officers or directors not in collusion with the employee, of any dishonest act committed by that employee after becoming employed by you.

II. Contingent Cargo Legal Liability Protection

- a. The most we will pay for any one loss under this enhancement is the Limit of Insurance shown in the **Schedule**.

This limit of insurance is part of, not in addition to, the Limits of Insurance for **Basic Cargo Liability Coverage** and **Basic Warehouse Liability Coverage Forms** shown in the **Declarations**. However, this

coverage will only apply if there is a loss otherwise covered under either the **Basic Cargo Liability Coverage** or **Basic Warehouse Liability Coverage Forms**.

- b.- We will pay those sums that you become legally or contractually liable for as a result of direct physical loss or damage to a “shipper’s” or “customer’s” goods while under the authority of or in the care, custody or control of another mover or warehouseman.

Under this coverage we will only pay the minimum legal liability limits determined by your tariff (or applicable state statute) governing the type of shipment or warehousing under which such loss occurs. In no case will we pay the fair market value or replacement cost value for such loss.

- c.- We will pay those sums that you become legally or contractually liable for as a result of direct physical loss or damage to your “shipper’s” or “customer’s” property when the “last handler” of the property fails to settle or pay the claims of your “shippers” or “customers”, but only if such loss or damage is discovered during the policy period and is otherwise covered by the **Basic Cargo Liability Coverage** or **Basic Warehouse Liability Coverage Forms**.

- d. Additional Definitions:

“**Last Handler**” refers to the mover, trucker, packer, van line, hauler, sub-hauler, or warehouseman having custody of the “shipper’s” or “customer’s” goods immediately prior to delivery of such goods to the “shipper” or “customer”.

III. “Advice of Coverage” for Transit or Storage

- a. Limits of Insurance

No single “Advice of Coverage” for property in transit or storage may exceed \$250,000the Limit of Insurance shown in the **Schedule**.

The aggregate of all “Advices of Coverage” for property in transit at any one time may not exceed the Aggregate in Transit Limit of Insurance shown on the **Basic Cargo Liability Coverage** Declarations.

The aggregate of all “Advices of Coverage” for property in storage at any one “Specified Location” may not exceed Limit of Insurance shown for that location shown on the **Basic Warehouse Liability Coverage** Dec-

larations.

b. Coverage

We authorize the issuance of, and will indemnify you for any "Advice of Coverage" issued to your "Shippers" or storage "Customers". These forms will provide coverage for risks of direct physical loss or damage from any external cause to lawful property in the course of transit or while in storage at a designated location.

c. Deductible

The Deductible shown in the Declarations shall apply to any and all claims. All other provisions of **Section C. Deductible** apply to this coverage extension. If the deductible amount shown on any individual "Advice of Coverage" is less than the amount shown on the Declarations, you agree to reimburse us for this difference after we have settled a claim.

d. Difference in Coverage

~~The insurance provided by the "Advice of Coverage" is primary in regard to any claim or "suit" to which the "Advice of Coverage" applies.~~ If loss or damage is payable under the "Advice of Coverage" but is not payable under the terms of the **Basic Cargo Liability Coverage** or **Basic Warehouse Liability Coverage Forms**, the terms of the "Advice of Coverage" will apply.

e. Other Terms and Conditions

- (1) "Advices of Coverage" must be issued in compliance with any state laws or tariffs regarding the handling and issuance of such documents.
- (2) All other terms, conditions, and limitations shown on the "Advice of Coverage" as well as those of the **Basic Cargo Liability Coverage Form** or the **Basic Warehouse Liability Coverage Form** apply to this coverage.

f. Additional Definitions

"Advice of Coverage" refers exclusively to ~~form~~forms **089001**, **089013**, and **089014** which ~~is~~are issued by you on our behalf to the "shipper" or storage "customer."

IV. No Stacking of Third Party Deductibles

If a deductible is shown on a "Shipping Document" ~~or,~~ "Storage Document," or "Advice of Coverage" issued to "Shippers" or "Customers", we will not pay for loss or damage in any one

"occurrence" until the amount of loss or damage exceeds such deductible. However, any such deductible will be considered to be included in and not in addition to the coverage deductible, and if the deductible shown on the "Shipping Document" or "Storage Document" is less than the coverage deductible, you agree to promptly reimburse us for the amount of the coverage deductible we pay in order to settle a claim or "suit".

Example:

Shipper's Deductible	\$	250.00
Coverage Deductible	\$	1,000.00
Amount of Loss	\$	4,250.00
Payable To Shipper	\$	4,000.00
Deductible Reimbursement Due from Insured	\$	750.00

V. Coverage for Errors or Omissions in Moving Operations

- a. Up to the amount shown in the **Schedule**, we will pay those sums that you become legally obligated to pay as damages, except punitive or exemplary damages, because of mis-delivery or wrongful delivery of "Shipper's Goods" in your care, custody or control that have been accepted for moving, shipping, or similar service, provided that the date of shipment is within the policy period and that the loss would otherwise be payable under the **Basic Cargo Liability Coverage Form**.
- b. Up to the amount shown in the **Schedule**, we will pay those sums that you become legally obligated to pay, except punitive or exemplary damages, because of your failure to issue a correct "Shipping Document" or any amendments thereto.
- c. We have the right and duty to defend the insured against any "suit" against you seeking damages to which this insurance applies. However, we will have no duty to defend you against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. Our right and duty to defend you end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in **Section G - Supplementary Payments**.

- d. The Limit of Insurance shown in the **Schedule** is the most we will pay for all such claims to which this provision applies in any one policy period.

VI. Coverage for Errors or Omissions in Storage Operations

- a. Up to the amount shown in the **Schedule**, we will pay those sums that you become legally obligated to pay as damages, except punitive or exemplary damages, as a result of the sale, removal or disposition of "customer's" property in your care, custody or control. It is a condition of this coverage that you must, to the best of your knowledge, follow the standard industry practices and legally approved procedures prior to sale, removal or disposition of such property.
- b. We have the right and duty to defend the insured against any "suit" against you seeking damages to which this insurance applies. However, we will have no duty to defend you against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. Our right and duty to defend you end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in **Section G - Supplementary Payments**.

- c. The Limit of Insurance shown in the **Schedule** is the most we will pay for all such claims to which this provision applies in any one policy period.

VII. Coverage for "Customer's Goods" outside of the designated warehouse building

Up to the amount shown in the **Schedule**, we will pay those sums that you become legally obligated to pay as damages, except punitive or exemplary damages, because of your liability as a warehouseman for direct physical loss or damage to "Customer's Goods" which you accept for storage, repositioning, packing, crating, storage or similar service.

The loss or damage must occur during the policy period and outside of a "Specified Location", "Interim Location", or "Temporary Location" at a place described as follows:

- a. In the open within 1000 feet of the described "Specified", "Interim", or "Temporary Location";
- b. In a trailer or semi-trailer;
- c. In a temporary structure; or
- d. In a shed or pole barn.

Coverage for "Customer's Goods" located in any place described above is subject to the following additional exclusions:

In the **Basic Warehouse Liability Coverage Form, Section D. Exclusions Clause 2.g.** is deleted and replaced by the following:

- g. Spoilage, deterioration, shrinkage, evaporation, insects or animals, environmental contamination, mold contamination, changes in temperature or humidity, loss of weight, change in color or flavor of perishable articles, exposure to sun, wind, rain, snow, hail, sleet or water in any form, air pollution or other atmospheric conditions.

VIII. Coverage for "Customer's Goods at any "Temporary Location"

The most we will pay for direct physical loss or damage to "Customer's Goods" at any "~~temporary location~~" **Temporary Location**" is the Limit of Insurance shown on the **Schedule**.

In the **Basic Warehouse Liability Coverage Form, Section H. Definitions, definition 10.** is deleted and replaced by the following:

10. "Specified Location" is a building occupied by you as a warehouse and listed in the Declarations. "Temporary Location" is a building occupied by you as warehouse for overflow or short-term storage. Coverage ceases at any "Temporary Location" 90 days from the initial date of occupancy.

For the purposes of this Coverage Form, "Customer's Goods" must be located inside of a "Specified" or "Temporary Location" building.

IX. Coverage for "Customer's Goods" at any "Interim Location"

Up to the Limit of Insurance shown on the **Schedule**, we will pay those sums that you become legally obligated to pay as damages,

except punitive or exemplary damages, because of your liability as a warehouseman for direct physical loss or damage to "Customer's Goods" which you accept for storage and place in an "Interim Location".

~~In the **Basic Warehouse Liability Coverage Form, Section B. Limits of Insurance, Paragraph 1.** is deleted and replaced by the following:~~

~~1. The Limits of Insurance for Basic Warehouse Liability shown in the Declarations is the most we will pay for all claims arising in any one occurrence at any "Specified Location", "Interim Location", or at any "Temporary Location".~~

~~These limits will be subject to any deductible amount or other limitation that may apply.~~

In the **Basic Warehouse Liability Coverage Form, Section H. Definitions**, definition **10.** is deleted and replaced by the following:

10. "Specified Location" is a building occupied by you as a warehouse and listed in the Declarations. "Temporary Location" is a building occupied by you as warehouse for overflow or short-term storage. Coverage ceases at any "Temporary Location" 90 days from the initial date of occupancy.

"Interim Location" is a building occupied by you as a warehouse on a semi-permanent basis; such semi-permanent occupancy means for less than a period of one year, but for more than 90 days. For the purposes of this Coverage Form, "Customer's Goods" must be located inside of a "Specified", "Interim", or "Temporary Location" building.

X. Special Coverage for Shipments by Waterways

The following is added to **Basic Cargo Liability Coverage Form** at the end of **Section F. Additional Conditions -- 2.** Policy Period, Coverage Territory:

For shipments by waterways, the coverage territory is to, from, or within the United States of America, Puerto Rico, and Canada.

This extension only applies to property governed by your "Shipping Document", and is subject to the terms, conditions, and/or restrictions shown on such "Shipping Document" where deemed applicable by

United States Courts and the United States Carriage of Goods by Sea Act.

With respect to such shipments by waterways, the following is added to **Basic Cargo Liability Coverage Form** at the end of **Section G. Supplementary Payments:**

General Average and/or Salvage Expense Liability

We will pay for General Average and/or Salvage Expense liability incurred by you. The general average and/or salvage charge to you shall be determined according to the "Shipping Document" and/or the York-Antwerp Rules.

However, in no event will the amount we pay for all General Average and/or Salvage Expense liability and the amount we pay for all claims arising from an accident exceed the "Aggregate in Transit" limit shown in the Declarations.

XI. Small Claim Adjustment Authorization

You may adjust and settle any covered loss under the **Basic Cargo Liability Coverage Form** ~~or the **Basic Warehouse Liability Coverage Form**~~, or this **Cargo and Warehouse Coverage Enhancements form** which does not exceed an amount equal to your applicable deductible plus \$250. Any such adjustment you make must be in full conformity with the terms and conditions of these coverage forms. You must report any such adjustment to us within ten (10) days of settlement payment. We will reimburse you for all claims that qualify as soon as practicable after our receipt of satisfactory proof of loss.

This provision does not apply if the Deductible shown on the **Declarations** is higher than \$5,000.

XII. Coverage for Failure of Climate Control Systems

Up to the amount shown in the **Schedule**, we will pay those sums that you become legally obligated to pay as damages, except punitive or exemplary damages, because of your liability as a warehouseman for direct physical loss or damage to "Customer's Goods" as a result of failure of your climate control systems. This extension of coverage only applies if you assume liability under a "storage document" for such damage and is subject to the following conditions:

In the **Basic Warehouse Liability Coverage Form, Section D. Exclusions**, exclusion **2.g.** is deleted and replaced by the following:

g. Spoilage, deterioration, shrinkage, evaporation, environmental contamination, **mold contamination**, changes in temperature or humidity, loss of weight, or change in color or flavor of perishable articles, unless caused by or resulting from:

- (1) Change in temperature or humidity resulting from mechanical breakdown or failure of refrigerating, cooling or humidity control apparatus or equipment, only while such equipment or apparatus is at a "specified location"; or
- (2) Change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the "specified location", due to conditions beyond your control.

Under this coverage enhancement, we will not pay for loss or damaged caused by or resulting from:

- (1) The disconnection of any refrigerating, cooling or humidity control system from the source of power.
- (2) The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
- (3) The inability of an Electrical Utility Company or other power source to provide sufficient power due to lack of fuel or governmental order.

(4) The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.

(5) Your failure to keep in force a maintenance or service agreement for the refrigerating, cooling or humidity control apparatus or equipment. If you voluntarily terminate this agreement and do not notify us, the insurance provided by this endorsement will automatically be suspended.



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
Remediation Coverage for "Water Incidents"	<u>\$ 15,000. Total of all costs in any one annual policy period for "water incidents" at unspecified locations.</u>	<u>\$ Included</u>
	<u>\$10,000. Total of all costs in any one annual policy period for "water incidents" at any specified location</u>	

Definition of Industry Segment:

"HOUSEHOLD GOODS" operation means the transportation, storage, handling, packing and other related services for "Shipper's Goods" or "Customer's Goods".

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.

The following coverages are added or amended for insureds with the above described operations. Any applicable Limits of Insurance are shown in the Schedule.

Remediation Coverage for "Water Incidents"

Bodily Injury and Property Damage Liability claims resulting from exposure to "fungi", bacteria or mold are specifically excluded by the attachment of form CG 21 67 to this policy.

Damage to property in your care, custody, or control resulting from "environmental contamination, mold contamination...(or) changes in temperature or humidity" is specifically excluded in forms 083006 and 083007 one or both of which are attached to this policy.

Remediation Coverage for "Water Incidents" does not invalidate the exclusions described above. It is intended to provide coverage enabling an immediate response to a water incident so that mold, "fungi", or bacteria do not develop.

It is a condition of this coverage that any "water incident" be reported to us as soon as practicable after the incident. In no case should this notice exceed ten (10) days after the occurrence. If the report is not made within the time frame, this coverage is void.

The following is added at the end of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01**:

3. Up to the Limit of Insurance shown in the **Schedule**, we will pay all necessary costs to clean, dry, remove, contain, restore, detoxify, treat, neutralize, un-pack, re-pack or remediate water damage to property or premises of others that relate directly to a "water incident". Also included in the Limit of Insurance is the cost to replace any item from which water cannot be removed.

This coverage is excess over any other coverage that may be provided elsewhere in this policy. However, once the Limit of Insurance shown in the **Schedule** has been paid, or a written offer to make payment of the limit has been made, we have no further obligation, including any defense obligation, with respect to Supplementary Payments resulting from "water incidents".

"Water Incident" means:

1. The sudden and accidental release of water from pipes, tubes, sprinklers or tanks;
2. Accidental exposure to rain, sleet, hail or snow inside or outside of a specified location or elsewhere; or
3. Accidental exposure to water that results from the backup in or overflow of streets, sewers, drains, or standing bodies of water.

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 **Basic Cargo Liability Coverage Form 083006** is amended as follows:

If a Bill of Lading or an "Advice of Coverage" form is not issued for a shipment of household goods, then under **Section D. Exclusions**, clause 1. is deleted and replaced by the following:

1. For loss or injury to: bills of exchange, bonds, bullion, jewelry, watches, "precious metals", currency, deeds, documents, evidence of debt, credit cards, money, stock certificates, securities, stamp collections, letters or packets of letters, antiques, fine arts, furs, or firearms.

The **Basic Warehouse Coverage Form 083007** is amended as follows:

If a Warehouse Receipt or an "Advice of Coverage" form is not issued for permanent storage of household goods, then under **Section D. Exclusions**, clause 1. is deleted and replaced by the following:

1. For loss or injury to: bills of exchange, bonds, bullion, jewelry, watches, "precious metals", currency, deeds, documents, evidence of debt, credit cards, money, stock certificates, securities, stamp collections, letters or packets of letters, antiques, fine arts, furs, or firearms.

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.,~~

~~**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.~~

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:

ADVICE OF COVERAGE

SHIPPING OR STORAGE DOCUMENT REFERENCE NUMBER: _____

NAME OF MOVING OR STORAGE COMPANY: _____

ADDRESS OF COMPANY: _____

NAME & MAILING ADDRESS OF PROPERTY OWNER: _____

This **ADVICE OF COVERAGE** pertains to: Goods in Transit Goods in Storage Both Storage and Transit

Property at risk under this **ADVICE OF COVERAGE** can be described as: (indicated below by)

- Used Household Goods Office or Industrial Property Business Records General Commodities
 New Household Goods Electronic Equipment or Machinery Other Property Special Products

AGREED VALUE OF PROPERTY: (NOT TO EXCEED \$250,000.)

Per Item Valuation \$ _____ Per _____
of _____

Actual Cash or Depreciated Value Value Declared: \$ _____

Replacement Cost Value Value Declared: \$ _____

Deductible for this Coverage: \$ _____ Deductible Not Applicable or \$0 Deductible

Cost of Agreed Value Coverage:

- Included in the Basic Transportation or Storage Charges
 Flat Charge Shown on Shipping Document \$ _____
 Per Month Charge \$ _____

GENERAL CONDITIONS:

- Up to the Agreed Value shown above, we will be liable for loss or damage to your property caused by or resulting from our negligence or our failure to use ordinary care in the handling of your property while it is in our care, custody or control. If we are responsible for loss or damage, we will pay the amount shown above, the cost of the damaged or lost items, or the amount needed to repair the damaged items, whichever is less, less any applicable deductible.
- In case of loss or damage, it will be necessary for the owner of the property to protect it from further loss or damage and to separate damaged from undamaged property. The expenses resulting from this requirement will be apportioned between the parties based on their respective interests.
- The Agreed Value shown above must be at least 8090% of the Actual Cash Value (or Replacement Value if this option is chosen) of the described property. If it is determined during a claim settlement that the Agreed Value is less than 8090% of the true value, a coinsurance penalty of up to 25% may will apply to any claim settlement.

EXCLUSIONS:

We will not pay for loss or damage resulting from:

- war or warlike actions taken by governments or their agents taken in resisting an actual or impending attack;
- invasion, insurrection, rebellion, revolution, civil war, usurped power;
- confiscation by order of any government or public authority;
- changes in temperature or humidity, environmental contamination or mold contamination;
- earthquake, flood, or volcanic activity;
- insects or animals;
- any action or order by you, your agents or employees or persons to whom you entrust the property other than the Relocation or Storage Company listed above; or
- loss or damage sustained during any cleaning, repairing, restoration or refinishing process, unless caused by fire.

These terms and conditions as well as those shown on the reverse side of this Advice of Coverage have been disclosed to and are agreed upon by the following on _____: (Date Issued)

X _____ X _____

ADVICE OF COVERAGE

Page Two

LIMITATIONS:

1. Unless you specifically point them out and specify a value on the Shipping or Storage Documents, we accept no liability for jewelry, [furs](#), silverware, firearms, fine arts, antiques, collections, or other items of extraordinary value.
2. We never accept liability for money, currency, valuable or negotiable instruments (stock certificates, bonds, etc.), manuscripts or other valuable documents (unless the property described above includes Business Records).
3. We only accept liability for the actual loss or damage, not for any consequences of the loss or damage.
4. If you pack your own property, we can only accept liability for damage if there is obvious damage to the container. If property packed by you is lost, we will only accept liability based on the estimated weight of the container multiplied by: \$2.50 per pound for Actual Cash or Depreciated Value, or \$5.00 per pound for Replacement Cost Value.
5. If a mechanical or electrical device does not work after delivery, we will only accept liability if there is obvious external damage to the device.
6. Unless you have declared a replacement cost value, we cannot accept liability for deterioration, wear and tear, or damage caused by the normal use and aging of your property.

DEFINITIONS:

1. **We** or **our** means the Moving or Storage company, its employees or agents, or designated representatives.
2. **You** or **your** means the owner of the property being moved or stored or the owner's designated representative; **you** or **your** also is limited to the person or organization whose name appears on the shipping or storage documents.
3. **Actual Cash Value** means the value of the property at the time it is lost or damaged. This means the cost of a similar item of similar age and condition. A depreciation allowance will apply.
4. **Replacement Cost Value** means the value of a new item in place of the item that has been lost or damaged. Replacement cost value does not apply unless the item is actually repaired or replaced, and does not apply to items that because of their unique nature, cannot be replaced (i.e. works of art, antiques, collectibles, or rare articles).
5. **Loss** means the disappearance or complete destruction of an item and **damage** means the direct physical injury to an item. Loss or damage does not include loss of use, inconvenience, or any costs that result from the loss or damage of property.

HOW TO PRESENT A CLAIM:

1. If you notice lost or damaged items at the time of delivery, make a notation on the Shipping or Storage Documents.
2. Ask for a "Presentation of Loss" Form from your Sales Representative or our Customer Service Department; complete and return it along with any other information you think might be important. While it might be helpful, it is not necessary to get repair estimates.
3. You may have a time limit for presenting the claim; in most states the limit is nine months. Check your Documents.
4. Keep any damaged containers. If the container is badly damaged, you might want to leave it packed for the claims adjuster to inspect.
5. Take pictures of any damage. Make sure they clearly show damaged areas or items.
6. The sooner you report the claim, the faster it can be settled.
7. Always keep your copies of the shipping or storage documents (Bills of Lading, Inventory Sheets, and Warehouse Receipt) in a safe place. Keep copies of all claims correspondence.

IMPORTANT NOTICE:

This ADVICE OF COVERAGE is *not* an insurance policy, nor does it describe any or all of the limitations or conditions that may be applicable to your particular case. You must carefully review the Bill of Lading, Warehouse Receipt, Agreement for Moving Services, Storage Contract, or other applicable Contracts. These documents show the particular terms and conditions. Restrictions or limitations are different for different kinds of relocation or storage operations and are different in each state. This ADVICE OF COVERAGE is only an outline of those terms and conditions.



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 Inland Marine**
2008 Commercial Inland Marine & Motor Truck Cargo - New & Revised Endorsements, Advices
of Coverage
TRANSGUARD INSURANCE COMPANY OF AMERICA, INC.
NAIC#: 0225-28886 FEIN: 36-3529298
Filing#: CM AR0804601F01

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 new and revised forms, endorsements and advices of coverage.

See attached Explanatory Memorandum for a listing of the items submitted and 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 items. However, according to your state's filing guidelines for commercial inland marine 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,

A handwritten signature in black ink, appearing to read 'Robert E. Goddard', written in a cursive style.

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



215 Shuman Blvd., Suite 400
Naperville, IL 60563

July 29, 2008

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

Submitted Via SERFF

RE: **Commercial Inland Marine**
2008 Commercial Inland Marine & Motor Truck Cargo - New & Revised Endorsements, Advices
of Coverage
TRANSGUARD INSURANCE COMPANY OF AMERICA, INC.
NAIC#: 0225-28886 FEIN: 36-3529298
Filing#: CM AR0804601F01
Your July 18, 2008 Objection Letter

Dear Llyweyia Rawlins:

Responding to your request for the amendment of this filing to comply with Bulletin 4-82, we attach Arkansas Changes endorsement 084075 11/08 for your review and approval effective January 1, 2009.

This endorsement amends Basic Cargo Liability and Basic Warehouse Liability coverage forms 083006 and 083007, respectively, to define "punitive or exemplary damages" as required by Bulletin 4-82.

The definition of "punitive or exemplary damages" added to these coverage forms also applies to the Cargo and Warehouse Coverage Enhancements endorsement 084063, as that endorsement modifies the Basic Cargo and Basic Warehouse forms without changing this definition.

Thank you for your attention to this filing.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert E. Goddard', is written over a light blue horizontal line.

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