

SERFF Tracking Number: DLSN-125757742 State: Arkansas  
 Filing Company: Delos Insurance Company (FKA Sirius America Insurance Company) State Tracking Number: EFT \$50  
 Company Tracking Number: DE-MTC-AR-08-1F  
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine  
 Product Name: Tow Trucks  
 Project Name/Number: /

## Filing at a Glance

Company: Delos Insurance Company (FKA Sirius America Insurance Company)

Product Name: Tow Trucks	SERFF Tr Num: DLSN-125757742	State: Arkansas
TOI: 09.0 Inland Marine	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 09.0005 Other Commercial Inland Marine	Co Tr Num: DE-MTC-AR-08-1F	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins
	Authors: David Gartland, Eneildaliz Noboa, Saundra Evans-Wright	Disposition Date: 08/15/2008
	Date Submitted: 08/01/2008	Disposition Status: Approved
Effective Date Requested (New): On Approval		Effective Date (New): 08/15/2008
Effective Date Requested (Renewal): On Approval		Effective Date (Renewal): 08/15/2008

State Filing Description:

## General Information

Project Name:	Status of Filing in Domicile: Not Filed
Project Number:	Domicile Status Comments: Inland Marine not required.
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 08/15/2008	
State Status Changed: 08/05/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
Delos Insurance Company would like to offer a new program filing for Tow Trucks. The forms are derived from ISO wording & the other documents are independently worded. The ISO form MTC001 has been modified and we have attached a redlined copy for informational purposes only.	

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 TOI: *09.0 Inland Marine* Sub-TOI: *09.0005 Other Commercial Inland Marine*  
 Product Name: *Tow Trucks*  
 Project Name/Number: */*

## Company and Contact

### Filing Contact Information

David Gartland, Vice President *dgartland@delosinsurance.com*  
 120 West 45th Street *(212) 702-3712 [Phone]*  
 New York, NY 08852 *(212) 302-9279[FAX]*

### Filing Company Information

Delos Insurance Company (FKA Sirius America CoCode: 35408 State of Domicile: Delaware  
 Insurance Company  
 120 West 45th Street Group Code: 4381 Company Type: Property &  
 New York, NY 08852 Group Name: Lightyear Delos State ID Number:  
 Group  
*(212) 702-3712 ext. [Phone]* FEIN Number: 13-2930697  
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## Filing Fees

Fee Required? *Yes*  
 Fee Amount: *\$50.00*  
 Retaliatory? *No*  
 Fee Explanation: *Forms Filing Fee per Submission.*  
 Per Company: *No*

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Delos Insurance Company (FKA Sirius America Insurance Company)	\$50.00	08/01/2008	21733079

SERFF Tracking Number: *DLSN-125757742* State: *Arkansas*  
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## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Llyweyia Rawlins	08/15/2008	08/15/2008

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## **Disposition**

Disposition Date: 08/15/2008

Effective Date (New): 08/15/2008

Effective Date (Renewal): 08/15/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: *DLSN-125757742* State: *Arkansas*  
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 TOI: *09.0 Inland Marine* Sub-TOI: *09.0005 Other Commercial Inland Marine*  
 Product Name: *Tow Trucks*  
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<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Supporting Document</b>	Redlined Copy of Revised ISO Form	Approved	Yes
<b>Form</b>	Motor Truck Cargo Carriers Declarations	Approved	Yes
<b>Form</b>	Motor Truck Cargo Carriers Application	Approved	Yes
<b>Form</b>	Motor Truck Cargo Carriers Coverage Form	Approved	Yes
<b>Form</b>	Coverage Extension	Approved	Yes
<b>Form</b>	Earned Freight Charges	Approved	Yes
<b>Form</b>	Extended Loading/Unloading Radius - 5,000 ft	Approved	Yes
<b>Form</b>	Extended Loading/Unloading Radius - 5 miles	Approved	Yes
<b>Form</b>	Arkansas Changes	Approved	Yes
<b>Form</b>	Arkansas Changes	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Motor Truck Cargo Carriers Declarations	IH DS 72	07 99	Declaration News/Schedule		0.00	MTC Declarations Page.pdf
Approved	Motor Truck Cargo Carriers Application	IH AP 72	08 05	Application/ New Binder/Enrollment		35.00	MTC Carrier Application.pdf
Approved	Motor Truck Cargo Carriers Coverage Form	DE MTC001	08 08	Policy/Coverage Form		43.10	MTC Coverage Form.pdf
Approved	Coverage Extension	DE CE 001	07 08	Endorsement/Amendment/Conditions		38.90	Coverage Extension.pdf
Approved	Earned Freight Charges	DE EF 001	07 08	Endorsement/Amendment/Conditions		0.00	Earned Freight Charges.pdf
Approved	Extended Loading/Unloading Radius - 5,000 ft	DE ELU-001	07 08	Endorsement/Amendment/Conditions		36.10	Extended Loading, Unloading 5,000ft.pdf
Approved	Extended Loading/Unloading Radius - 5 miles	DE ELU-002	07 08	Endorsement/Amendment/Conditions		43.30	Extended Loading, Unloading 5miles.pdf
Approved	Arkansas Changes	DE CN 001	08 08	Endorsement/Amendment/Conditions		52.60	
Approved	Arkansas Changes	DE CN 001	08 08	Endorsement/Amendment/Conditions		52.60	AR Changes Cancellation Non-

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ons

Renewal.pdf



# MOTOR TRUCK CARGO CARRIERS DECLARATIONS

<b>COMPANY NAME AREA</b>	<b>PRODUCER NAME AREA</b>
--------------------------	---------------------------

<b>DESCRIPTION OF COVERED PROPERTY</b>
<b>COVERED PROPERTY CONSISTING PRINCIPALLY OF:</b> <hr/> <hr/> <hr/> <hr/>

<b>LIMITS OF INSURANCE</b>	
PROPERTY IN OR ON ANY AUTOMOBILE, TRUCK OR OTHER POWER UNIT, INCLUDING PROPERTY IN ALL ATTACHED TRAILERS	\$ _____
PROPERTY AT TERMINALS, BUT WE WILL COVER ONLY AT THE FOLLOWING TERMINALS:	
_____	\$ _____
_____	\$ _____
PROPERTY AT UNSPECIFIED TERMINALS	\$ _____
ALL COVERED PROPERTY IN ANY ONE OCCURRENCE	\$ _____

DEDUCTIBLE	\$ _____
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**RATES AND PREMIUMS**

**Nonreporting**

Rate \_\_\_\_\_

Premium \$ \_\_\_\_\_

**Reporting**

Deposit Premium \$ \_\_\_\_\_

Minimum Premium \$ \_\_\_\_\_

Reporting Period \_\_\_\_\_

Premium Adjustment Period \_\_\_\_\_

Premium Base \_\_\_\_\_

Rates \$ \_\_\_\_\_ per \$100

**SPECIAL PROVISIONS (if any)**

# MOTOR TRUCK CARGO CARRIERS APPLICATION

SECTION I – GENERAL		
<b>Name</b>	<b>Applicant</b>	<b>Agency Name &amp; Address</b>
<b>Address</b>		
<b>Telephone Number</b>		<b>Producers Name &amp; License #</b>
<b>Website Address</b>		
<b>Proposed Policy Term</b> From: To:		
<b>Annual Gross Receipts</b> Last Year: \$ Estimated Current Year: \$		
<b>Applicant's Business</b> Nature Of: Number Of Years In Business:		
<b>Contact For Inspection</b> Name: Telephone Number: E-Mail Address:		

SECTION II – GENERAL INFORMATION (Complete all that apply.)												
1. What are the commodities transported?												
2.	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Type Of Carrier</th> <th style="width: 15%;">Gross Receipts</th> <th style="width: 15%;">Maximum Any One Shipment</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Contract Carriers</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> <tr> <td><input type="checkbox"/> Common Carriers</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> </tbody> </table>	Type Of Carrier	Gross Receipts	Maximum Any One Shipment	<input type="checkbox"/> Contract Carriers	\$	\$	<input type="checkbox"/> Common Carriers	\$	\$		
Type Of Carrier	Gross Receipts	Maximum Any One Shipment										
<input type="checkbox"/> Contract Carriers	\$	\$										
<input type="checkbox"/> Common Carriers	\$	\$										
3. What is your Department Of Transportation (DOT) number?												
4. Are any filings required? If so, check which ones:												
<input type="checkbox"/> Federal Motor Carrier Safety Administration (FMCSA)		<input type="checkbox"/> National Association Of Regulatory Utility Commissioners (NARUC)										

**SECTION II – GENERAL INFORMATION (Cont'd)**

5. Do you have insurance excess of the primary limits requested for the coverage in this application?

6. Are loaded vehicles parked unattended overnight?

**SECTION III – ADDITIONAL INFORMATION**

(Complete all that apply.)

1. What are the types and ages of the vehicles/trailers used and what protective devices are installed on each vehicle?

2. Are the employees that pack, load and unload trained in the proper handling of the commodities?

3. How are the goods being shipped protected from damage and theft?

4. What types of informational markings and packing materials are used to reduce damage?

5. Are containers used to reduce handling and pilferage losses?

6. What are the territories you operate in and provide direct service for?

7. Do you use owner operators? If so, for what percentage of your business?

8. Is any release of values/liability given to carriers? If so, provide details:

9. Do you maintain a mileage log for each driver?

10. Are drivers' MVRs records reviewed on a regular basis and maintained?

11. Are the personnel transporting the property given background checks and bonded?

**SECTION III – ADDITIONAL INFORMATION (Cont'd)**

12. Indicate the age, type of construction and protection class of your terminals:

**SECTION IV – PROTECTION OF PROPERTY**

(Provide details for all that apply.)

1. Is guard service employed at the terminals?

2. Are terminal/storage areas locked at all times when unoccupied?

3. Are approved central station burglar alarms installed and maintained?

4. Are working security cameras and video recording equipment used to continually monitor the terminal yards and surrounding areas?

5. Are trailers and box trucks containing hazardous or flammable cargo stored in a secured and protected area of the terminal?

6. Are there any hazardous or flammable materials used or stored at the terminals?

7. Are the terminals or any portion of the terminals equipped with a sprinkler system?

8. Are there fire doors and fire stops between the various areas within the terminals?

9. Are the terminals and loading dock areas in a separate building from the garage and equipment maintenance areas or separated by a fire wall(s)?

10. Are the terminals equipped with a recognized approved central station fire alarm system and fire extinguishers?

11. Regarding the terminals:

a. What is the Public Protection Class (PPC) rating?

b. Are there any private protection improvements?

c. What is the distance in feet to the nearest fire hydrant?

d. What is the distance in miles to the nearest responding fire department?

e. Are no smoking rules clearly posted and enforced?

12. Are any commodities stored in basements or sub-basements? If so, are they stored off the ground and are the storage areas equipped with a water detection system?

13. Are maintenance records kept for all protection devices?

<b>SECTION V – LIMITS OF INSURANCE AND DEDUCTIBLE</b>	
	<b>Limits Of Insurance</b>
<b>1. Property In Or On Any Automobile, Truck Or Other Power Unit, Including Property In All Attached Trailers:</b>	\$
<b>2. Property At The Following Terminals:</b>	
a.	\$
b.	\$
c.	\$
d.	\$
e.	\$
<b>3. Property At Unspecified Terminals:</b>	\$
<b>4. All Covered Property In One Occurrence:</b>	\$
<b>5. Deductible: \$</b>	

<b>SECTION V – ADDITIONAL INFORMATION</b>
Insurance companies during the last three years:
Provide information regarding the date, cause and amount of all losses during the last three years whether insured or uninsured:
List of any additional information attached with this application:

**PLEASE COMPLETE SIGNATURE BLOCK ON LAST PAGE**

**FRAUD STATEMENT**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**FRAUD STATEMENT TO ARKANSAS APPLICANTS**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

### **FRAUD STATEMENT TO COLORADO APPLICANTS**

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

### **FRAUD STATEMENT TO DISTRICT OF COLUMBIA APPLICANTS**

**WARNING:** It is a crime to provide false, or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

### **FRAUD STATEMENT TO FLORIDA APPLICANTS**

Any person who knowingly, and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

### **FRAUD STATEMENT TO HAWAII APPLICANTS**

For your protection, Hawaii law requires you to be informed that any person who presents a fraudulent claim for payment of a loss or benefit is guilty of a crime punishable by fines or imprisonment, or both.

### **FRAUD STATEMENT TO IDAHO APPLICANTS**

Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

### **FRAUD STATEMENT TO KENTUCKY APPLICANTS**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

### **FRAUD STATEMENT TO LOUISIANA APPLICANTS**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

### **FRAUD STATEMENT TO MAINE APPLICANTS**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.

### **FRAUD STATEMENT TO MINNESOTA APPLICANTS**

Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

### **FRAUD STATEMENT TO NEW HAMPSHIRE APPLICANTS**

Any person who, with purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

### **FRAUD STATEMENT TO NEW JERSEY APPLICANTS**

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

### **FRAUD STATEMENT TO NEW MEXICO APPLICANTS**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

**FRAUD STATEMENT TO NEW YORK APPLICANTS**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**FRAUD STATEMENT TO OHIO APPLICANTS**

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

**FRAUD STATEMENT TO OKLAHOMA APPLICANTS**

**WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**FRAUD STATEMENT TO OREGON APPLICANTS**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

**FRAUD STATEMENT TO PENNSYLVANIA APPLICANTS**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**FRAUD STATEMENT TO TENNESSEE APPLICANTS**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**FRAUD STATEMENT TO VIRGINIA APPLICANTS**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

<p><b>Insured (Applicant):</b></p> <p><b>Application Completed By (print name):</b></p> <p><b>Signature:</b></p> <p><b>Title:</b></p> <p><b>Date:</b></p>
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# MOTOR TRUCK CARGO LIABILITY COVERAGE FORM

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

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

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

## SECTION I – COVERAGES

### A. INSURING AGREEMENT

We will pay for:

1. "Loss" to "covered property for which you are legally liable caused by an "accident" and arising out of your "operations", except as excluded in SECTION 1.B.- EXCLUSIONS. The most we will pay for a "loss" is the amount stated in SECTION II- LIMITS OF INSURANCE.
2. "Loss" to "personal property" caused by an "accident" while in your care, custody and control; however, we will not pay more than \$500 for the "loss" of such "personal property"
3. Reasonable and necessary expenses you are legally obligated to pay to protect the "covered property" from further damage after a "loss" which have not otherwise been reimbursed to you. The most we will pay for such expenses is \$500.
4. Reasonable and necessary expenses you are legally obligated to pay for removal of debris of "covered property" during "operations" which have not otherwise been reimbursed to you. The most we will pay for debris removal is \$2,500.
5. Reasonable and necessary expenses you are legally obligated to pay for removal of "pollutants" from land and water, but only if "pollutants" were released as direct result of a covered "loss" occurring during the policy period and only if such expenses are reported to us in writing within 90 days after the "loss" occurs. The most we will pay under this coverage is \$2,500; however, we will not pay the cost of any testing monitoring to determine the existence, concentration or effects of "pollutants," but we will pay for any testing performed as a part of the removal of the "pollutants" from land or water.

### B. EXCLUSIONS

This Insurance does not apply to any of the following:

1. wear and tear, inherent defects, gradual deterioration or damage caused by insects, vermin, dampness, freezing, or extremes of temperature or mechanical breakdown;
2. delay, loss of use, loss of market value, interruption of business or any other consequential "loss", however, we will pay up to \$500 for rental expenses for which you are liable arising from "loss" to "covered property."
3. any process or actual work in or upon the "covered property," unless fire or explosion ensues as a result of your "operations" and then only for "loss" caused by an ensuing fire or explosion;
4. unexplained "loss," mysterious disappearance or shortage disclosed upon taking inventory.
5. theft, infidelity or dishonesty by you or any person in your employ or service, whether or not such act or acts, occurred during the regular business hours, or any person or persons to whom the property may be entrusted;
6. marring, scratching, breakage of glass or glassware, statuary, marbles, bric-a-brac, porcelains and similar fragile articles unless caused by: fire, explosion, collapse of a "covered auto", theft or attempted theft, vandalism or malicious mischief;
7. any warlike action including declared war, undeclared war, civil war, terrorist act, insurrection, rebellion, riot or revolution by anyone including military or civil authority including the seizure or destruction of "covered property";
8. any "loss" sustained as a result of operations in restricted areas, paddocks, or garage areas of any racing facility and/or racetrack;
9. any nuclear hazard whether controlled or uncontrolled including nuclear reaction, radiation or radioactive contamination; however, we will pay for "loss" caused by fire that results from the nuclear hazard;
10. accounts, bills, bullion, currency, money, deeds, notes, securities, evidences of debt or any other negotiable agreement which has value;

11. jewelry, watches and other items that consist wholly or in part of silver, gold, platinum or precious or semiprecious stones or metals;
12. paintings, statuary or other objects of fine art including antiques;
13. furs or garments trimmed in fur;
14. "Covered property" or "personal property" shipped by mail from the time it passes into the custody of the Post Office Department;
15. "Covered property" or "personal property" while waterborne, except in regular ferry operations incidental to other modes of transportation;
16. injury or death to or loss of any animal riding in or upon any vehicle unless the loss is the direct result of a fire, explosion, collision or overturn of the insured vehicle for which the insured is legally liable in which instance we will pay up to per accident total of \$2,500.00 for such losses;
17. tarpaulins, binders, chains or pallets;
18. the seizure or destruction of property by order of a governmental authority.
19. contraband or property in the course of illegal transportation or trade;
20. "loss" expected or intended by any person. This policy is specifically intended to exclude any "loss" resulting from the act of any person intending to cause harm in any respect whatsoever.
21. property which you own, lease, hire or borrow;
22. liability assumed under any contract or agreement;
23. bodily injury, personal injury or any other injury to a human being;
24. We will not pay for "loss" to any of the following:
  - a. Tape decks or other sound reproducing equipment unless permanently installed in a "covered auto."
  - b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.

- c. Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "auto" manufacturer for the installation of a radio.
  - d. Equipment designed or used for the detection or location of radar.
  - e. Navigation devices such as Global Positioning Satellite devices and similar.
  - f. Television and or monitors including DVD and VCR players and similar.
25. Liability for punitive or exemplary damages.
  26. We will not pay for "loss" resulting from any of the following:
    - a. The weight of the load exceeding the manufacturer's rated capacity for the equipment.
    - b. Losses that result from the lack of or improper use of safety chains, tie downs or other restraining devices

## SECTION II – LIMITS OF INSURANCE

Regardless of the number of "covered autos" premiums paid, claims made, or "vehicles" involved in the "accident", the most we will pay for the "loss" in any one "accident" is the limit of insurance as shown in the Declarations.

### A. VALUATION

We will not pay more than the actual cash value of the "covered property" at the time the "loss" occurs but in no event to exceed the limit of liability shown in the Declarations less the deductible.

### B. DEDUCTIBLE

The deductible shown in the Declarations apply after all other adjustments have been made. The deductible applies separately each "covered property." However, the total of all deductibles related to a single accident shall not exceed \$2,500.00.

### SECTION III – ADDITIONAL CONDITIONS

The following conditions apply to this policy in addition to the Common Policy Conditions.

#### A. ADJUSTMENT AND PAYMENT OF LOSS

"Loss" may, at our option, be adjusted with and paid to you for the account of whom it may concern, or adjusted with and paid directly to your customer or the owners of the property.

#### B. ABANDONMENT

There can be no abandonment of any property to us.

#### C. APPRAISAL

If we and you disagree on the value of the "covered property" or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and the umpire equally.

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

#### D. DUTIES IN THE EVENT OF LOSS

You must see that the following are done in the event of "loss" to "covered property", or "personal property."

1. Notify the police if a law may have been broken.
2. As soon as possible, give us notice of the "loss" or damage in writing. Include a description of the property involved and description of how, when and where the "loss" or damage occurred.

3. Take all reasonable steps to protect the "covered property" from further "loss" damage, and keep a record of your expenses necessary to protect the "covered property," for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any "loss" that is not a result of your "operations." Also, if feasible, set the damaged property aside and in the best possible order for examination.
4. You will not, except at your own cost, voluntarily make a payment, assume any obligation, admit any liability, or incur any expense without our consent.
5. As often as may be reasonably required, permit us to inspect the property proving the "loss" or damage and examine your books and records.
6. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to the insurance of any claim or "suit," including the insured's books and records. In the event of an examination, an insured's answers must be signed.
7. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
8. Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with any claim or "suit."
9. Cooperate with us in the investigation or settlement of the claim or "suit" under which we may choose to defend.

#### E. PAIR, SETS OR PARTS

##### 1. PAIR OR SET

In case of loss or damage to any part of a pair or set, we may:

Repair or replace any part to restore the pair or set to its actual cash value before the "loss" or damage.

##### 2. PARTS

In case of "loss" or damage to any part of "covered property" consisting of several parts when complete, we will only pay the actual cash value of the lost or damaged part.

**F. OPTION TO DEFEND**

We are not obligated to defend any "suit" brought against you. At our sole option, we may elect to do so at our expense.

This Coverage Part is void in any case of fraud, International concealment, or misrepresentation of a material fact, by you or any other Insured, at any time, concerning:

**G. CONCEALMENT, MISREPRESENTATION OR FRAUD**

1. This Coverage Part:
2. The "covered property"
3. Your interest in the "covered property"
4. A claim under this Coverage Part; or
5. Your application for this Insurance.

**H. INVESTIGATION AND SETTLEMENT**

We may investigate and settle any claim or "suit" as we consider appropriate, investigation or settlement of a claim or "suit" shall not constitute a waiver of any right we possess under this policy.

**I. LEGAL ACTION AGAINST US**

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 1 year after you first have knowledge of the "loss" or damage.

**J. NO BENEFIT TO BAILEE**

No person or organization, other than you, having custody of "covered property" will benefit from this insurance.

**K. COVERAGE PERIOD AND TERRITORY**

We will pay for a covered "loss" which occurs during the policy period as shown in the Declarations and in the United States, the District of Columbia, Puerto Rico and Canada.

**L. OTHER INSURANCE**

If at the time of "loss," there is available to you or any other interested party, any other insurance which would apply in the absence of this policy. The limit of Insurance under this policy will apply only as excess insurance over such other insurance. We will only pay the excess over any such other coverage whether or not you can collect on the other insurance.

**M. TWO OR MORE COVERAGE FORMS OR POLICIES BY US**

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "loss" the aggregate maximum Limit of insurance under all the Coverage forms or policies shall not exceed the highest applicable Limit of insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

**N. IMPAIRMENT OF RECOVERY RIGHTS**

Any act or agreement by you, before or after "loss," where any right to recover in whole or in part for "loss" to "Covered Property" against any carrier, bailee, or other party liable, if released, impaired or lost by you, will render this policy null and void, but our right to retain or recover the premium will not be affected. We will not pay for any "loss" which, without our written consent, has been settled or compromised by you.

**O. REIMBURSEMENT**

You agree to reimburse us for any payment made by us that we are not obligated to make under the provisions of this coverage but are required to pay under statutory or regulatory obligations.

**SECTION IV – DEFINITIONS**

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "loss" to "covered property" or "personal property." "Accident" includes theft which is covered by the policy.
- B. "Auto" means a truck, truck tractor or trailer designed for travel on public roads. "Auto" includes an "auto" you do not own while used with the permission of its owner as a temporary substitute for an "auto" described in the Declarations that is out of service because of its:
  1. Breakdown;
  2. Destruction;
  3. "Loss"
  4. Repair; or
  5. Servicing.

- C. "Covered auto" means:
1. A self-propelled commercial vehicle licensed for use on public roads designed to carry cargo and included on the Declarations;
  2. A newly acquired "auto" that replaces a "covered auto." You must report the change to us within thirty days from the date you acquire it;
  3. A "vehicle" you hire or borrow without a driver as a temporary substitute for a disabled "covered auto" for a period up to, but not exceeding seventy-two hours;
  4. Any equipment owned or leased by you shown in the Declarations as covered equipment;
  5. A trailer or semi-trailer you use with a "covered auto;" or
  6. A temporary "vehicle" that you hire or borrow, without a driver, for a period up to but not exceeding seventy-two hours.
- D. "Covered property" means "vehicles" and lawful goods and articles of others in your care, custody or control while in due course of transit in or upon a "covered auto" or during recovery by a "covered auto."
- E. "Loss" means accidental and physical damage to "covered property" or "personal property" or theft of "covered property" or personal property.
- F. "Personal property" means property of others in or upon "covered property" other than vehicles or goods and articles transported as cargo in or upon "covered property."
- G. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
- H. "Suit" means a civil proceeding in which damages because of "loss" to "covered property" to which this insurance applies are claimed. "Suit" includes:
1. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or
  2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.
3. Any civil action filed against you seeking money damages,
- I. "Operations" means your business activity involving "covered property" and use of "covered property" by you or your employees.
  - J. "Vehicle" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads.

## MOTOR TRUCK CARGO

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

The following wording is added to Item 4. Coverage Extension

Loss" to "personal property" caused by an "accident" while in your care, custody and control; however, we will not pay more than \$500 for the "loss" of such "personal property"

Reasonable and necessary expenses you are legally obligated to pay to protect the "covered property" from further damage after a "loss" which have not otherwise been reimbursed to you. The most we will pay for such expenses is \$500.

Reasonable and necessary expenses you are legally obligated to pay for removal of debris of "covered property" during "operations" which have not otherwise been reimbursed to you. The most we will pay for debris removal is \$2,500.

Reasonable and necessary expenses you are legally obligated to pay for removal of "pollutants" from land and water, but only if "pollutants" were released as direct result of a covered "loss" occurring during the policy period and only if such expenses are reported to us in writing within 90 days after the "loss" occurs. The most we will pay under this coverage is \$2,500; however, we will not pay the cost of any testing monitoring to determine the existence, concentration or effects of "pollutants," but we will pay for any testing performed as a part of the removal of the "pollutants" from land or water.

## **MOTOR TRUCK CARGO**

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

### **Coverage Extension – Earned Freight Charges**

We also cover your earned freight charges that you are unable to collect arising from a loss covered by this Coverage Form. The most we will pay in any one occurrence is \$2,500.

This limit is in addition to the Limits of Insurance shown in the Declarations.

**MOTOR TRUCK CARGO**

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

**EXTENDED LOADING/UNLOADING RADIUS**

Underwriters agree to extend the loading &/or unloading distance from the scheduled truck/tractor to a maximum of 5,000 feet to enable the satisfactory collection and delivery of such vehicles being hauled under an agreed bill of lading.

**MOTOR TRUCK CARGO**

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

**EXTENDED LOADING/UNLOADING RADIUS**

Underwriters agree to extend the loading &/or unloading distance from the scheduled truck/tractor to a maximum of 5 miles to enable the satisfactory collection and delivery of such vehicles being hauled under an agreed bill of lading.

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

## **ARKANSAS CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

### **MOTOR TRUCK CARGO**

**A. The **Cancellation** Condition is hereby added as follows**

- a.** If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b.** We will refund the pro rata unearned premium if the policy is:
  - (1)** Cancelled by us or at our request;
  - (2)** Cancelled but rewritten with us or in our company group;
  - (3)** Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
  - (4)** Cancelled after the first year of a pre-paid policy that was written for a term of more than one year.
- c.** If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **b.(2), (3) or (4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
- d.** The cancellation will be effective even if we have not made or offered a refund.
- e.** If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium, subject to the following:
  - (1)** We will retain no less than \$250 of the premium for the Equipment Breakdown Coverage Part.
  - (2)** We will retain the premium developed for any annual policy period for the General Liability Classifications, if any, shown in the Declarations.

- (3)** If the Commercial Auto Coverage Part covers only snowmobiles or golfmobiles, we will retain \$100 or the premium shown in the Declarations, whichever is greater.
- (4)** If the Commercial Auto Coverage Part covers an "auto" with a mounted amusement device, we will retain the premium shown in the Declarations for the amusement device and not less than \$100 for the auto to which it is attached.

**B. The following is added to the **Cancellation** Policy Condition:**

**Cancellation Of Policies In Effect More Than 60 Days**

- a.** If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:
  - (1)** Nonpayment of premium;
  - (2)** Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
  - (3)** The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
  - (4)** Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
  - (5)** Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
  - (6)** A material violation of a material provision of the policy.

b. Subject to Paragraph c., if we cancel for:

- (1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.
- (2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.

c. The following applies to the Farm Umbrella Liability Policy, Commercial Liability Umbrella Coverage Part and the Commercial Automobile Coverage Part:

- (1) If we cancel for nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 10 days before the effective date of cancellation;
- (2) If we cancel for any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 20 days before the effective date of cancellation.

C. Paragraph g. of the **Mortgageholders** Condition, if any, is replaced by the following:

- g. If we elect not to renew this policy, we will give written notice to the mortgageholder:
- (1) As soon as practicable if nonrenewal is due to the first Named Insured's failure to pay any premium required for renewal; or
  - (2) At least 60 days before the expiration date of this policy if we nonrenew for any other reason.

D. The following Condition is added and supersedes any other provision to the contrary:

**NONRENEWAL**

1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations, and to any lienholder or loss payee named in the policy, written notice of nonrenewal at least 60 days before:
  - a. Its expiration date; or

- b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to the first Named Insured's failure to pay any premium required for renewal.

The provisions of this Paragraph 1. do not apply to any mortgageholder.

2. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

E. **Section III, Paragraph C.**, is deleted in its entirety and replaced as follows:

**C. Appraisal**

Except as provided in **Section III, C.2.** below, the **Appraisal** Condition, if any, is replaced by the following:

- a. If we and you disagree on the value of the property or the amount of loss ("loss"), either party may make a written request for an appraisal of the loss ("loss"). However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss ("loss") appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss ("loss"). If they fail to agree, they will submit their differences to the umpire.
- b. An appraisal decision will not be binding on either party.
- c. If there is an appraisal, we will still retain our right to deny the claim.
- d. Each party will:
  - (1) Pay its chosen appraiser; and
  - (2) Bear the other expenses of the appraisal and umpire equally. of the appraisal and umpire equally.

D. **I.,2., Legal Action Against Us**, is hereby deleted and replaced as follows;

The limitation in the Legal Action is within the time allowed by law.



SERFF Tracking Number: DLSN-125757742 State: Arkansas  
Filing Company: Delos Insurance Company (FKA Sirius America Insurance Company) State Tracking Number: EFT \$50  
Company Tracking Number: DE-MTC-AR-08-1F  
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine  
Product Name: Tow Trucks  
Project Name/Number: /

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 08/15/2008

**Comments:**

**Attachment:**

DE-MTC-AR-08-1F transmittal doc..pdf

**Satisfied -Name:** Redlined Copy of Revised ISO Form **Review Status:** Approved 08/15/2008

**Comments:**

**Attachment:**

Redlined MTC Coverage Form.pdf

## Property &amp; Casualty Transmittal Document

**1. Reserved for Insurance  
Dept. Use Only****2. Insurance Department Use only**

- a. Date the filing is received:
- b. Analyst:
- c. Disposition:
- d. Date of disposition of the filing:
- e. Effective date of filing:
- |                  |  |
|------------------|--|
| New Business     |  |
| Renewal Business |  |
- f. State Filing #:
- g. SERFF Filing #:
- h. Subject Codes

<b>3. Group Name</b>	<b>Group NAIC #</b>
Lightyear Delos Group	4381

<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>
Delos Insurance Company	Delaware	35408	13-2930697	4612P

<b>5. Company Tracking Number</b>	DE-MTC-AR-08-1F
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
Eneildaliz Noboa 120 West 45 <sup>th</sup> St. 36 <sup>th</sup> FL New York, NY 10036	Filings Assistant	212-702-2124	212-302-9279	enoboa@delosinsuran ce.com

7. Signature of authorized filer



8. Please print name of authorized filer

Eneildaliz Noboa

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

<b>9. Type of Insurance (TOI)</b>	9.0 Inland Marine
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	9.0005 Commercial Inland Marine
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	
<b>12. Company Program Title (Marketing title)</b>	
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New: <input type="checkbox"/> Upon Approval <input type="checkbox"/> Renewal: <input type="checkbox"/>
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization (if applicable)</b>	
<b>17. Reference Organization # &amp; Title</b>	
<b>18. Company's Date of Filing</b>	08/01/2008
<b>19. Status of filing in domicile</b>	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	DE-MTC-AR-08-1F
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Delos Insurance Company would like to offer a new program filing for Tow Trucks. The forms are derived from ISO wording & the other documents are independently worded. The ISO form MTC001 has been modified and we have attached a redlined copy for informational purposes only.

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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**Check #: EFT**  
**Amount: \$50.00**

Forms Filing Fee per Submission.

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

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

**FORM FILING SCHEDULE**(This form must be provided **ONLY** when making a filing that includes forms)(Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1. This filing transmittal is part of Company Tracking #</b>		DE-MTC-AR-08-1F			
<b>2. This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)					
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Motor Truck Cargo Carriers Declarations	IH DS 72 07 99	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Motor Truck Cargo Carriers Application	IH AP 72 08 05	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Motor Truck Cargo Carriers Coverage Form	DE MTC001 08 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Coverage Extension	DE CE 001 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Earned Freight Charges	DE EF 001 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Extended Loading/Unloading Radius – 5,000 ft	DE ELU-001 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Extended Loading/Unloading Radius – 5 miles	DE ELU-002 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

# MOTOR TRUCK CARGO LIABILITY COVERAGE FORM

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

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

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

## SECTION I – COVERAGES

### A. INSURING AGREEMENT

We will pay for:

1. "Loss" to "covered property for which you are legally liable caused by an "accident" and arising out of your "operations", except as excluded in SECTION I.B.- EXCLUSIONS. The most we will pay for a "loss" is the amount stated in SECTION II- LIMITS OF INSURANCE.
2. "Loss" to "personal property" caused by an "accident" while in your care, custody and control; however, we will not pay more than \$500 for the "loss" of such "personal property"
3. Reasonable and necessary expenses you are legally obligated to pay to protect the "covered property" from further damage after a "loss" which have not otherwise been reimbursed to you. The most we will pay for such expenses is \$500.
4. Reasonable and necessary expenses you are legally obligated to pay for removal of debris of "covered property" during "operations" which have not otherwise been reimbursed to you. The most we will pay for debris removal is \$2,500.
5. Reasonable and necessary expenses you are legally obligated to pay for removal of "pollutants" from land and water, but only if "pollutants" were released as direct result of a covered "loss" occurring during the policy period and only if such expenses are reported to us in writing within 90 days after the "loss" occurs. The most we will pay under this coverage is \$2,500; however, we will not pay the cost of any testing monitoring to determine the existence, concentration or effects of "pollutants," but we will pay for any testing performed as a part of the removal of the "pollutants" from land or water.

### B. EXCLUSIONS

This Insurance does not apply to any of the following:

1. wear and tear, inherent defects, gradual deterioration or damage caused by insects, vermin, dampness, freezing, or extremes of temperature or mechanical breakdown;
2. delay, loss of use, loss of market value, interruption of business or any other consequential "loss", however, we will pay up to \$500 for rental expenses for which you are liable arising from "loss" to "covered property."
3. any process or actual work in or upon the "covered property," unless fire or explosion ensues as a result of your "operations" and then only for "loss" caused by an ensuing fire or explosion;
4. unexplained "loss," mysterious disappearance or shortage disclosed upon taking inventory.
5. theft, infidelity or dishonesty by you or any person in your employ or service, whether or not such act or acts, occurred during the regular business hours, or any person or persons to whom the property may be entrusted;
6. marring, scratching, breakage of glass or glassware, statuary, marbles, bric-a-brac, porcelains and similar fragile articles unless caused by : fire, explosion, collapse of a "covered auto", theft or attempted theft, vandalism or malicious mischief;

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7. any warlike action including declared war, undeclared war, civil war, terrorist act, insurrection, rebellion, riot or revolution by anyone including military or civil authority including the seizure or destruction of "covered property";
8. any "loss" sustained as a result of operations in restricted areas, paddocks, or garage areas of any racing facility and/or racetrack;
9. any nuclear hazard whether controlled or uncontrolled including nuclear reaction, radiation or radioactive contamination; however, we will pay for "loss" caused by fire that results from the nuclear hazard;
10. accounts, bills, bullion, currency, money, deeds, notes, securities, evidences of debt or any other negotiable agreement which has value;
11. jewelry, watches and other items that consist wholly or in part of silver, gold, platinum or precious or semiprecious stones or metals;
12. plantings, statuary or other objects of fine art including antiques;
13. furs or garments trimmed in fur;
14. "Covered property" or "personal property" shipped by mail from the time it passes into the custody of the Post Office Department;
15. "Covered property" or "personal property" while waterborne, except in regular ferry operations incidental to other modes of transportation;
16. injury or death to or loss of any animal riding in or upon any vehicle unless the loss is the direct result of a fire, explosion, collision or overturn of the insured vehicle for which the insured is legally liable in which instance we will pay up to per accident total of \$2,500.00 for such losses;
17. tarpaulins, binders, chains or pallets;
18. the seizure or destruction of property by order of a governmental authority.
19. contraband or property in the course of illegal transportation or trade;
20. "loss" expected or intended by any person. This policy is specifically intended to exclude any "loss" resulting from the act of any person intending to cause harm in any respect whatsoever.
21. property which you own, lease, hire or borrow;
22. liability assumed under any contract or agreement;
23. bodily injury, personal injury or any other injury to a human being;
24. We will not pay for "loss" to any of the following:
  - a. Tape decks or other sound reproducing equipment unless permanently installed in a "covered auto."
  - b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
  - c. Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "auto" manufacturer for the installation of a radio.
  - d. Equipment designed or used for the detection or location of radar.
  - e. Navigation devices such as Global Positioning Satellite devices and similar.
  - f. Television and or monitors including DVD and VCR players and similar.
25. Liability for punitive or exemplary damages.
26. We will not pay for "loss" resulting from any of the following:
  - a. The weight of the load exceeding the manufacturer's rated capacity for the equipment.
  - b. Losses that result from the lack of or improper use of safety chains, tie downs or other restraining devices

**Formatted:** Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 5 + Alignment: Left + Alligned at: 0.41" + Tab after: 0" + Indent at: 0.66"

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## SECTION II – LIMITS OF INSURANCE

Regardless of the number of "covered autos" premiums paid, claims made, or "vehicles" involved in the "accident", the most we will pay for the "loss" in any one "accident" is the limit of insurance as shown in the Declarations.

### A. VALUATION

We will not pay more than the actual cash value of the "covered property" at the time the "loss" occurs but in no event to exceed the limit of liability shown in the Declarations less the deductible.

### B. DEDUCTIBLE

The deductible shown in the Declarations apply after all other adjustments have been made. The deductible applies separately each "covered property." However, the total of all deductibles related to a single accident shall not exceed \$2,500.00.

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## SECTION III

The following conditions apply to this policy in addition to the Common Policy Conditions.

### A. ADJUSTMENT AND PAYMENT OF LOSS

"Loss" may, at our option, be adjusted with and paid to you for the account of whom it may concern, or adjusted with and paid directly to your customer or the owners of the property.

### B. ABANDONMENT

There can be no abandonment of any property to us.

### C. APPRAISAL

If we and you disagree on the value of the "covered property" or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. pay its chosen appraiser; and

### ADDITIONAL CONDITIONS

2. bear the other expenses of the appraisal and the umpire equally.

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

### D. DUTIES IN THE EVENT OF LOSS

You must see that the following are done in the event of "loss" to "covered property", or "personal property."

1. Notify the police if a law may have been broken.
2. As soon as possible, give us notice of the "loss" or damage in writing. Include a description of the property involved and description of how, when and where the "loss" or damage occurred.
3. Take all reasonable steps to protect the "covered property" from further "loss" damage, and keep a record of your expenses necessary to protect the "covered property," for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any "loss" that is not a result of your "operations." Also, if feasible, set the damaged property aside and in the best possible order for examination.

4. You will not, except at your own cost, voluntarily make a payment, assume any obligation, admit any liability, or incur any expense without our consent.

5. As often as may be reasonably required, permit us to inspect the property proving the "loss" or damage and examine your books and records.

6. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to the insurance of any claim or "suit," including the insured's books and records. In the event of an examination, an insured's answers must be signed.

7. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

8. Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with any claim or "suit."

9. Cooperate with us in the investigation or settlement of the claim or "suit" under which we may choose to defend.

#### **E. PAIR, SETS OR PARTS**

##### **1. PAIR OR SET**

In case of loss or damage to any part of a pair of set, we may:

a. Repair or replaces any part to restore the pair or set to its actual cash value before the "loss" or damage.

##### **2. PARTS**

In case of "loss" or damage to any part of "covered property" consisting of several parts when complete, we will only pay the actual cash value of the lost of damages part.

#### **F. OPTION TO DEFEND**

We are not obligated to defend any "suit" brought against you. At our sole option, we may elect to do so at our expense.

This Coverage Part is void in any case of fraud, international concealment, or misrepresentation of a material fact, by you or any other Insured, at any time, concerning:

1. This Coverage Part;
2. The "covered property";
3. Your interest in the "covered property";
4. A claim under this Coverage Part; or
5. Your application for this Insurance.

#### **H. INVESTIGATION AND SETTLEMENT**

We may investigate and settle any claim or "suit" as we consider appropriate, investigation or settlement of a claim or "suit" shall not constitute a waiver of any right we possess under this policy.

#### **I. LEGAL ACTION AGAINST US**

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 1 year after you first have knowledge of the "loss" or damage.

#### **J. NO BENEFIT TO BAILEE**

No person or organization, other than you, having custody of "covered property" will benefit from this insurance.

#### **K. COVERAGE PERIOD AND TERRITORY**

We will pay for a covered "loss" which occurs during the policy period as shown in the Declarations and in the United States, the District of Columbia, Puerto Rico and Canada.

#### **L. OTHER INSURANCE**

If at the time of "loss," there is available to you or any other interested party, any other insurance which would apply in the absence of this policy,

#### **G. CONCEALMENT, MISREPRESENTATION OR FRAUD**

specifically to apply as excess insurance over this Coverage Form.

the limit of Insurance under this policy will apply only as excess insurance over such other insurance. We will only pay the excess over any such other coverage whether or not you can collect on the other insurance.

**M. TWO OR MORE COVERAGE FORMS OR POLICIES BY US**

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "loss" the aggregate maximum Limit of insurance under all the Coverage forms or policies shall not exceed the highest applicable Limit of insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company

**N. IMPAIRMENT OF RECOVERY RIGHTS**

Any act or agreement by you, before or after "loss," where any right to recover in whole or in part for "loss" to "Covered Property" against any carrier, bailee, or other party liable, if released, impaired or lost by you, will render this policy null and void, but our right to retain or recover the premium will not be affected. We will not pay for any "loss" which, without our written consent, has been settled or compromised by you.

**O. REIMBURSEMENT**

You agree to reimburse us for any payment made by us that we are not obligated to make under the provisions of this coverage but are required to pay under statutory or regulatory obligations.

**SECTION IV – DEFINITIONS**

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "loss" to "covered property" or "personal property." "Accident" includes theft which is covered by the policy.

B. "Auto" means a truck, truck tractor or trailer designed for travel on public roads. "Auto" includes an "auto" you do not own while used with the permission of its owner as a temporary substitute for an "auto" described in the Declarations that is out of service because of its:

1. Breakdown;
2. Destruction;
3. "Loss"
4. Repair; or
5. Servicing.

C. "Covered auto" means:

1. A tow truck, automobile carrier, tractor, or flat bed "vehicle" designed for transportation of or recovery of another auto and included on the Declarations;
2. A newly acquired "auto" that replaces a "covered auto." You must report the change to us within thirty days from the date you acquire it;
3. A "vehicle" you hire or borrow without a driver as a temporary substitute for a disabled "covered auto" for a period up to, but not exceeding seventy-two hours;
4. Any equipment owned or leased by you shown in the Declarations as covered equipment;
5. A trailer or semi-trailer you use with a "covered auto;" or
6. A temporary "vehicle" that you hire or borrow, without a driver, for a period up to but not exceeding seventy-two hours.

- D. "Covered property" means "vehicles" and lawful goods and articles of others in your care, custody or control while in due course of transit in or upon a "covered auto" or during recovery by a "covered auto."
- E. "Loss" means accidental and physical damage to "covered property" or "personal property" or theft of "covered property" or personal property.
- F. "Personal property" means property of others in or upon "covered property" other than vehicles or goods and articles transported as cargo in or upon "covered property."
- G. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
- H. "Suit" means a civil proceeding in which damages because of "loss" to "covered property" to which this insurance applies are claimed. "Suit" includes:
  - a. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.
  - c. Any civil action filed against you seeking money damages,
- I. "Operations" means your business activity involving "covered property" and use of "covered property" by you or your employees.
- J. "Vehicle" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads.

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