

SERFF Tracking Number: PERR-125758783 State: Arkansas
 Filing Company: SUA Insurance Company State Tracking Number: #103340 \$50
 Company Tracking Number: SUA-CIM-AR-08-02-F
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: Commercial Inland Marine
 Project Name/Number: SUA-CIM-AR-08-02-F/SUA-CIM-AR-08-02-F

Filing at a Glance

Company: SUA Insurance Company

Product Name: Commercial Inland Marine

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Filing Type: Form

SERFF Tr Num: PERR-125758783 State: Arkansas

SERFF Status: Closed State Tr Num: #103340 \$50

Co Tr Num: SUA-CIM-AR-08-02-F State Status: Fees verified and received

Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins

Author: Laura Jennette Disposition Date: 08/15/2008

Date Submitted: 08/13/2008 Disposition Status: Approved

Effective Date Requested (New): 09/01/2008

Effective Date Requested (Renewal): 09/01/2008

Effective Date (New): 09/01/2008

Effective Date (Renewal):

09/01/2008

State Filing Description:

General Information

Project Name: SUA-CIM-AR-08-02-F

Project Number: SUA-CIM-AR-08-02-F

Status of Filing in Domicile: Pending

Domicile Status Comments: This form is being filed concurrently in the Company's domicile state of Illinois.

Reference Organization: N/A

Reference Title: N/A

Reference Number: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 08/15/2008

State Status Changed: 08/15/2008

Deemer Date:

Corresponding Filing Tracking Number: N/A

Filing Description:

On behalf of SUA Insurance Company ("the Company"), we are submitting revised form SUA 2000 06/08, On Hook And Cargo Legal Liability Coverage Form. The changes made to the form are as follows:

- Covered Causes of Loss – (loss mean revised) Covered Causes of "Loss" means "Loss" to Covered Property that you become legally obligated to pay, except those causes as excluded in Section B. Exclusions.

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- B. Exclusions – Added item d. Water
- C. Limits of Insurance – Added “The most we will pay for loss of use in any occurrence is \$10,000. This amount is included, not in addition to, the Limit of Insurance shown in the schedule of covered vehicles you own.
- F. Definitions – Added items A., B., C., D., E., F., G., H, and I.

Enclosed is authorization for Perr&Knight to submit this filing on behalf of the captioned Company. All correspondence related to this filing should be directed to Perr&Knight. The captioned Company has prepared the form contained in this filing. If there are any requests for additional information, we will forward the request immediately to the Company contact. We will submit the Company's response to your attention as soon as we receive it.

We respectfully request this filing to be effective on September 1, 2008 or the earliest possible date upon approval.

Please do not hesitate to contact us if you have any questions or comments.

Company and Contact

Filing Contact Information

(This filing was made by a third party - perrandknightactuaryconsultants)
Laura Jennette, State Filings Analyst doi@perrknight.com
881 Alma Real Drive Suite 205 (310) 230-9339 [Phone]
Pacific Palisades, CA 90272

Filing Company Information

SUA Insurance Company CoCode: 40134 State of Domicile: Illinois
222 S. Riverside Plaza Group Code: -99 Company Type:
Chicago, IL 60606 Group Name: State ID Number:
(312) 277-1600 ext. [Phone] FEIN Number: 23-2182777

Filing Fees

SERFF Tracking Number: PERR-125758783 State: Arkansas
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Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50 per form filing
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
SUA Insurance Company	\$0.00	08/13/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
103340	\$50.00	07/25/2008

SERFF Tracking Number: PERR-125758783 State: Arkansas
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Correspondence Summary

Dispositions

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

SERFF Tracking Number: *PERR-125758783* *State:* *Arkansas*
Filing Company: *SUA Insurance Company* *State Tracking Number:* *#103340 \$50*
Company Tracking Number: *SUA-CIM-AR-08-02-F*
TOI: *09.0 Inland Marine* *Sub-TOI:* *09.0005 Other Commercial Inland Marine*
Product Name: *Commercial Inland Marine*
Project Name/Number: *SUA-CIM-AR-08-02-F/SUA-CIM-AR-08-02-F*

Disposition

Disposition Date: 08/15/2008

Effective Date (New): 09/01/2008

Effective Date (Renewal): 09/01/2008

Status: Approved

Comment:

This filing is approved contingent on receiving the filing fees the company indicates in the filing that they have sent.

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	Letter of Authorization	Approved	Yes
Form	ON HOOK AND CARGO LEGAL LIABILITY COVERAGE FORM	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	ON HOOK AND CARGO LEGAL LIABILITY COVERAGE FORM	SUA 2000	06/08	Policy/Coverage Replaced Form	Replaced Form #:0.00 AEON 2000 (04/05) Previous Filing #:		SUA 2000 _06 08_ - ON HOOK AND CARGO LEGAL LIABILITY.pdf

ON HOOK AND CARGO LEGAL 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 this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F – Definitions.

A. Coverage

We will pay for “Loss” to Covered Property from any of the Covered Causes of “Loss”.

1. Covered Property, as used in this Coverage Form, means:

- a. All lawful goods and articles of others accepted by you while in due course of transit in or on a scheduled vehicle, or in the process of recovery by a scheduled vehicle shown in the Schedule of Covered Vehicles You Own; or
- b. All lawful goods and articles of others accepted by you and placed in temporary storage on your premises for up to 72 hours.

2. Property Not Covered.

Covered Property does not include:

- a. Accounts, bills, currency, deeds, money, notes, securities and evidences of debt;
- b. Contraband, or property in the course of illegal transportation or trade;
- c. Paintings, statues, other works of art, jewelry or other similar valuables, furs or fur-trimmed garments;
- d. Property while waterborne, unless in transit on ferries, lighters, or car floats or property while located underwater or underground, except while in transit through tunnels; or
- e. Property hired by or rented to you.

3. Covered Causes of “Loss”

Covered Causes of “Loss” means “Loss” to Covered Property that you become legally obligated to pay, except those causes as excluded in Section B. Exclusions.

4. Additional Coverage—Temporary Substitute

You may temporarily substitute any “auto” you do not own while used with the permission of its owner as a temporary substitute for a scheduled vehicle shown in the Schedule of Covered Vehicles You Own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. “Loss” or damage; or
- e. Destruction.

This Additional Coverage does not increase the applicable Limit of Insurance shown in the Declarations.

5. Coverage Extensions

a. Debris Removal

- (1) Subject to Paragraph (3), we will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of “Loss” that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical “Loss” or damage.

- (2) Debris Removal does not apply to costs to:
 - (a) Extract “pollutants” from land or water; or
 - (b) Remove, restore or replace polluted land or water.
- (3) The most we will pay for debris removal expense is \$7,500.

b. Supplementary Payments

In addition to the Limit of Insurance shown in the Declarations as applicable to this Coverage Form, we will pay:

- (1) All expenses we incur;
- (2) Up to \$250 for the cost of bail bonds (including bonds for related traffic law violation) required because of a direct physical “Loss” of or damage to Covered Property “Loss” we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any “suit” we defend, but only for bond amounts within our Limits of Insurance.
- (4) All reasonable expenses incurred by you during any “suit” we defend, at our request, including actual “Loss” of earnings up to \$100 per day because of time off from work.
- (5) All costs taxed against you in any “suit” we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any “suit” we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limits of Insurance.

B. Exclusions

1. We will not pay for “Loss” caused directly or indirectly by any of the following. Such “Loss” is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the “Loss”.

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for “Loss” caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct “Loss” or damage caused by that fire if the fire would be covered under this Coverage Form.

c. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

d. Water

Flood, surface water, waves, tides, tidal waves, overflow of any body of water or their spray, all whether driven by wind or not.

But if water, as described above, results in fire, explosion or theft, we will pay for the direct “Loss” or damage caused by that fire, explosion or theft if these causes of “Loss” would be covered under this Coverage Form.

This exclusion only applies to lawful goods and articles of others accepted by you while in due course of transit in or on a scheduled vehicle, or in the process of recovery by a scheduled vehicle or lawful goods and articles of others accepted by you and placed in temporary storage on your premises.

Exclusions **B.1.a.** through **B.1.d.** apply whether or not the “Loss” event results in widespread damage or affects a substantial area.

2. We will not pay for “Loss” caused by or resulting from any of the following. But if “Loss” by a Covered Cause of “Loss” results, we will pay for the “Loss” caused by that Covered Cause of “Loss”.
 - a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the “Loss” or damage.
 - b. Either of the following but only as it applies to a scheduled vehicle shown in the Schedule of Covered Vehicles You Own:
 - (1) The weight of a load exceeding the manufacturer’s rated capacity of the equipment; or
 - (2) Structural, mechanical or electrical failure, or maintenance operation, unless fire ensues and then only the damage caused by fire.
 - c. Faulty, inadequate or defective:
 - (1) Materials used in repair, construction, renovation or remodeling; or
 - (2) Maintenance of part or all of any property wherever located.
 - d. Death, injury or disappearance of livestock, poultry, or any other live animal.
 - e. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, depreciation; mechanical breakdown; insects, vermin, rodents; corrosion, rust, dampness, cold or heat.

C. Limits Of Insurance

The most we will pay for “Loss” in any one occurrence is the applicable Limit of Insurance shown in the Schedule of Covered Vehicles You Own.

The most we will pay for Loss of Use in any one occurrence is \$10,000. This amount is included, not in addition to, the Limit of Insurance shown in the Schedule of Covered Vehicles You Own.

D. Deductible

We will not pay for “Loss” or damage in any one occurrence until the amount of the adjusted “Loss” or damage before applying the applicable Limits of Insurance exceeds the deductible shown in the Deductible Clause Endorsement. We will then pay the amount of the adjusted “Loss” or damage in excess of the deductible, up to the applicable Limit of Insurance.

E. Additional Conditions

1. Other Insurance

“Loss” Condition **F. Other Insurance** in the **Commercial Inland Marine Conditions** is replaced by the following:

Other Insurance

- f. If there is other insurance covering the same “Loss” or damage, we will pay only for the amount of covered “Loss” or damage in excess of the amount due from that other insurance, whether you can collect it or not. But, we will not pay more than the applicable Limit of Insurance.
2. The following conditions apply in addition to the **Commercial Inland Marine Conditions** and the **Common Policy Conditions**:
 - a. **Coverage Territory**

We cover property wherever located within:

- (1) The United States of America (including its territories and possessions);
- (2) Puerto Rico; and
- (3) Canada.

b. Coinsurance

All Covered Property must be insured by us for its “total value” as of the time of “Loss” or damage or you will incur a penalty.

We will not pay the full amount of any “Loss” if the “total value” of Covered Property at the time of “Loss” or damage is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- (1) Determine the “total value” of Covered Property at the time of “Loss”;
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);
- (3) Multiply the total amount of “Loss” or damage, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the “Loss” yourself.

If you suffer a coinsurance penalty on a covered “Loss”, then you are entitled to share in any salvage amount, less recovered expenses. Your proportionate share of the net salvage amount shall be the same as your share of the “Loss”.

c. Records And Inventory

You will keep accurate records of your business and retain them for 3 years after the policy ends.

These records will consist of:

- (1) An itemized inventory of your stock in trade;
- (2) Records of all purchases and sales whether cash or credit;
- (3) Records of property of others in your care, custody or control; and
- (4) Records of property you send to others for any purpose.
- (5) You will also take a physical inventory of all your stock in trade at least every 12 months.

d. Protective Safeguards

You must maintain the protective safeguards stated by you to be in effect at a location when this coverage began.

If you fail to keep the protective safeguards:

- (1) In working condition at a location; and
- (2) In operation when you are closed to business;

coverage for which the protective safeguards apply is automatically suspended at that location. This suspension will last until equipment or services are back in operation.

e. Privilege To Adjust With Owner

In the event of “Loss” or damage involving Covered Property of others in your care, custody or control, we have the right to:

- (1) Settle the “Loss” or damage with the owners of the Covered Property. A receipt for payment from the owners of that property will satisfy any claim of yours.
- (2) Provide a defense for legal proceedings brought against you. If provided, the expense of this defense will be at our cost and will not reduce the applicable Limits of Insurance under this insurance.

F. Definitions

“Auto” means a land motor vehicle trailer or semi trailer designed for travel on public roads.

“Loss” means direct physical damage or Loss of Use. We will not pay for “Loss” or damage caused by or resulting from any of the following:

“Loss” does not include

- a. Delay, diminution of value, loss of market or any other consequential “Loss” other than Loss of Use.
- b. Unexplained disappearance.
- c. Shortage found upon taking inventory.
- d. Dishonest or criminal act committed by:

- (1) You, any of your partners, employees, directors, trustees, or authorized representatives;
- (2) A manager or a member if you are a limited liability company;
- (3) Anyone else with an interest in the property, or their employees or authorized representatives; or
- (4) Anyone else to whom the property is entrusted for any purpose.

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

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

- e. Damage caused by processing or work upon the property.
 - (1) But if processing or work upon the property results in fire or explosion, we will pay for the direct “Loss” caused by that fire or explosion if the fire or explosion would be covered under this Coverage Form.
- f. Damage caused by artificially generated current creating a short circuit or other electric disturbance within an article covered under this Coverage Form.
 - (1) But if artificially generated current, as described above, results in fire or explosion, we will pay for the direct “Loss” or damage caused by that fire or explosion if the fire or explosion would be covered under this Coverage Form.
 - (2) This exclusion only applies to “Loss” or damage to that article in which the disturbance occurs.
- g. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- h. Damage caused by unauthorized instructions to transfer property to any person or to any place.
- i. Damage caused by neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of “Loss”.

“Pollutants” mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

“Suit” means a civil proceeding in which “Loss” or damages to which this insurance applies are alleged.

“Suit” includes:

- 1. An arbitration proceeding in which such “Loss” or 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 “Loss” or damages are claimed and to which the insured submits with our consent

“Total value” means the actual Covered Property value or the released value shown on the Shipping Receipt or Bill of Lading, whichever is less.

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Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

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

Comments:

Attachment:

NAIC FFS.pdf

Satisfied -Name: Letter of Authorization **Review Status:** Approved 08/15/2008

Comments:

Attachment:

2008 Letter of Authorization.pdf

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 #	SUA-CIM-AR-08-02-F			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	ON HOOK AND CARGO LEGAL LIABILITY COVERAGE FORM	SUA 2000 (06/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	AEON 2000 (04/05)	
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



*G. Michael Gooding, CPCU, ARe, AIAF, ARC, ARM
Director of Regulatory Affairs and Legal Compliance*

January 1, 2008

Re: SUA Insurance Company
NAIC Company Code 40134
Rate, Rule, and Form Filings

To Whom It May Concern:

Perr&Knight, Inc. is hereby authorized to submit rates, rule, and form filings on behalf of SUA Insurance Company. This authorization includes providing additional information and responding to questions regarding the filing on our behalf as necessary. This authorization is deemed to be in effect until rescinded in writing.

Please direct all correspondences and inquires related to this filing to Perr&Knight, Inc. at the following address:

State Filings Department
Perr&Knight, Inc.
881 Alma Real Drive, Suite 205
Pacific Palisades, CA 90272
Phone: (310) 230-9339
Fax: (310) 230-8529

Please contact me if you have any questions regarding this authorization.

Sincerely,

A handwritten signature in blue ink, appearing to read "G. Michael Gooding", is written over the typed name and title.

G. Michael Gooding, CPCU, ARe, AIAF, ARC, ARM
Director of Regulatory Affairs and Legal Compliance

GMG/lp