

SERFF Tracking Number: TRVC-125282740 State: Arkansas  
Filing Company: Northland Insurance Company State Tracking Number: AR-PC-07-026016  
Company Tracking Number: NIC-07-014AR  
TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers  
Product Name: Truck Program  
Project Name/Number: Forms Filing/NIC-07-014AR

## Filing at a Glance

Company: Northland Insurance Company

Product Name: Truck Program

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0004 Truckers

Filing Type: Form

SERFF Tr Num: TRVC-125282740 State: Arkansas

SERFF Status: Closed

Co Tr Num: NIC-07-014AR

Co Status: Pending

Author: Amy Ozmun

Date Submitted: 09/06/2007

State Tr Num: AR-PC-07-026016

State Status:

Reviewer(s): Betty Montesi,  
Llyweyia Rawlins, Brittany Yielding

Disposition Date: 09/13/2007

Disposition Status: Approved

Effective Date (New): 11/15/2007

Effective Date (Renewal):  
12/15/2007

Effective Date Requested (New): 10/15/2007

Effective Date Requested (Renewal): 10/15/2007

## General Information

Project Name: Forms Filing

Project Number: NIC-07-014AR

Reference Organization: ISO

Reference Title: N/A

Filing Status Changed: 09/13/2007

State Status Changed: 09/06/2007

Corresponding Filing Tracking Number: N/A

Filing Description:

This letter and the enclosed material are submitted as an independent filing on behalf of the Northland Insurance Company.

Status of Filing in Domicile: Not Filed

Domicile Status Comments: N/A

Reference Number: N/A

Advisory Org. Circular: N/A

Deemer Date:

By this submission we propose to place on file the enclosed form revisions for use with our Truck Program in your state. Please refer to the attached filing memorandum for the outline of all proposed changes.

The filing fee of \$50.00 will be sent via overnight mail.

Your acknowledgment and approval of this filing to be effective October 15, 2007, for new business and November 15,

SERFF Tracking Number: TRVC-125282740 State: Arkansas  
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Product Name: Truck Program  
Project Name/Number: Forms Filing/NIC-07-014AR

2007, for renewal business, sent via SERFF, will be appreciated.

## Company and Contact

### Filing Contact Information

Amy Ozmun, State Filings Analyst aozmun@northlandins.com  
385 Washington Street (800) 237-9334 [Phone]  
St. Paul, MN 55102 (651) 310-4101[FAX]

### Filing Company Information

Northland Insurance Company CoCode: 24015 State of Domicile: Minnesota  
385 Washington St Group Code: 3548 Company Type: Property Casualty  
Mail Code 9275-SB03N  
St. Paul, MN 55102 Group Name: State ID Number:  
(800) 237-9334 ext. [Phone] FEIN Number: 41-6009967  
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## Filing Fees

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

*SERFF Tracking Number:* TRVC-125282740      *State:* Arkansas  
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*TOI:* 20.0 Commercial Auto      *Sub-TOI:* 20.0004 Truckers  
*Product Name:* Truck Program  
*Project Name/Number:* Forms Filing/NIC-07-014AR

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	09/13/2007	09/13/2007

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Effective Date Change Request	Note To Reviewer	Amy Ozmun	09/13/2007	09/13/2007
Arkansas Changes Endorsement	Note To Reviewer	Amy Ozmun	09/12/2007	09/12/2007
Transportation Cargo Coverage Form	Note To Filer	Llyweyia Rawlins	09/12/2007	09/12/2007

*SERFF Tracking Number:* TRVC-125282740      *State:* Arkansas  
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*Project Name/Number:* Forms Filing/NIC-07-014AR

## **Disposition**

Disposition Date: 09/13/2007

Effective Date (New): 11/15/2007

Effective Date (Renewal): 12/15/2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVC-125282740 State: Arkansas  
 Filing Company: Northland Insurance Company State Tracking Number: AR-PC-07-026016  
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 TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers  
 Product Name: Truck Program  
 Project Name/Number: Forms Filing/NIC-07-014AR

<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>	Memorandum	Approved	Yes
<b>Supporting Document</b>	Forms Side By Sides	Approved	Yes
<b>Form</b>	Transportation Cargo Coverage Form Declarations	Approved	Yes
<b>Form</b>	Schedule of Automobiles	Approved	Yes
<b>Form</b>	Auto Haulers	Approved	Yes
<b>Form</b>	Transportation Cargo Coverage Form	Approved	Yes
<b>Form</b>	Mobile/Modular Home Cargo Endorsement	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Transportation Cargo Coverage Form Declarations	TD-441 (8/07)	(8/07)	Declaration Replaced s/Schedule	Replaced Form #:0.00 TD-441 (4/05) Previous Filing #:		TD441_0807.pdf
Approved	Schedule of Automobiles	T-434 (8/07)	(8/07)	Declaration Replaced s/Schedule	Replaced Form #:0.00 T-434 (6/03) Previous Filing #:		T434_0807.pdf
Approved	Auto Haulers	T-384 (8/07)	(8/07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 T-384 (6/03) Previous Filing #:		T384_0807.pdf
Approved	Transportation Cargo Coverage Form	T-047 (8/07)	(8/07)	Policy/Coverage Form Replaced	Replaced Form #:0.00 T-047 (4/05) Previous Filing #:		T047_0807.pdf
Approved	Mobile/Modular Home Cargo Endorsement	T-488 (8/07)	(8/07)	Endorsement/Amendment/Conditions	0.00		T488_0807.pdf





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **AUTO HAULERS**

This endorsement modifies the insurance provided under the following:

### **TRANSPORTATION CARGO COVERAGE FORM**

Cargo Coverage is changed by adding the following:

1. Pre-Existing Damage

This insurance does not apply to:

Pre-existing damage to vehicles being transported by you.

It is also understood that you will check for any pre-existing damage and have the shipper sign the documentation to the fact attesting to the condition of the covered property. Failure to have such documentation in the event of a "loss" could result in cancellation of such coverage.

2. Section G., Definitions, item 3., "loading and unloading" is changed by adding the following:

For auto haulers, "loading and unloading" means moving Covered Property onto or off of your covered "auto" but no more than 5,000 feet from the covered "auto."



## TRANSPORTATION CARGO COVERAGE FORM

COMMERCIAL INLAND MARINE

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine your 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 G. DEFINITIONS.

### A. COVERAGE

We cover your liability as a motor carrier for "loss" to Covered Property while in your custody or control in the ordinary course of transit.

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

- a. Goods and merchandise for which you are legally liable under tariff documents, bills of lading or shipping receipts, including while in or on a "hired auto";
- b. Goods and merchandise owned by you while loaded for shipment; or
- c. Goods and merchandise for which you have assumed liability under a written lease.

2. **Property Not Covered**

Covered Property does not include:

- a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value;
- b. Bullion, gold, silver, platinum or other precious alloys or metals; jewelry, watches, precious or semi-precious stones;
- c. Paintings, statuary and other works of art;
- d. "Loss" to a covered "auto" or its equipment, including tarpaulins and fittings, intermodal shipping containers;
- e. Contraband, or property in the course of illegal transportation or trade.

3. **Covered Causes of Loss**

Covered Causes of Loss means your liability for Direct Physical Loss to Covered Property except those causes of "loss" listed in Section B. EXCLUSIONS.

4. **Additional Coverage Provided**

The amounts payable under these Coverage Extensions are in addition to the limit shown in the Declarations.

### a. Defense Cost

We will defend you against any suit brought against you by others for a "loss" to Covered Property caused by or resulting from a Covered Cause of Loss. We retain our rights to investigate, negotiate, and settle any claim or suit in any manner we determine to be necessary or expedient. We will not pay for the settlement of any claims or any suits under this Additional Coverage. Nor will we pay any claim or judgment or defend any suit after the applicable Limit of Insurance has been exhausted by the payment of claims, suits or judgements.

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

1. All expenses we incur.
2. The cost of bonds or release attachments in any "suit" against the insured we defend, but only for bond amounts within our Limit of Insurance.
3. All reasonable expenses incurred by you at our request, including actual loss of earnings up to \$250 a day because of time off from work.
4. All costs taxed against the insured in any "suit" against the insured we defend.
5. Interest on the full amount of any judgment that accrues after the entry of the judgment in any "suit" against the insured 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 Limit of Insurance.
6. Prejudgment interest on the amount of any judgment that accrues before entry of the judgment in any "suit" against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

**b. Earned Freight Charges**

We cover your earned freight charges that you are unable to collect resulting from a "loss" covered by this Coverage Form.

**c. Removal Expenses**

Expenses for the following will be paid only if they are reported to us in writing within 180 days of the earlier of:

- (a) The date of direct physical "loss"; or
- (b) The end of the policy period.

(1) We will pay removal expenses to remove Covered Property debris caused by or resulting from a covered "loss" to Covered Property that occurs during the policy period. The term debris shall not include "pollutants."

The most we will pay for removal expenses is \$25,000 for the sum of all such expenses arising out of any one occurrence.

(2) We will also pay removal expenses to extract "pollutants" from land or water. If the release, discharge or dispersal of the "pollutants" is caused by or results from a covered "loss" that occurs during the policy period.

Any pollution damage to your "auto" is not a covered removal expense.

The most we will pay for removal expenses is \$25,000 for the sum of all such expenses arising out of any one occurrence.

**d. Claim Mitigation Expense**

We will pay the necessary expense you incur to prevent further "loss" to Covered Property if that expense is incurred within a 12 hour period after a covered "loss" occurs.

The most we will pay under this Coverage Extension is \$5,000 in any one occurrence. No deductible will be applied to claim mitigation expense.

**e. Fire Department Service Charge**

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$25,000 for your liability for Fire Department Service Charge.

**f. Reward Coverage**

We will reimburse you for documented reward(s) expense you have incurred, up to \$2,500 per occurrence, leading to:

1. The successful return of undamaged stolen articles to a law enforcement agency; or
2. The arrest and conviction of any person (s) who have damaged or stolen any of your Covered Property.

**g. Towing**

We will pay the cost to tow a load which has spilled due to a "loss" to the "auto."

**h. Reload Expense Coverage**

We will pay to reload Covered Property which has spilled due to a "loss" to the "auto."

**i. Traffic and Security Expense**

We will pay the cost to control traffic and provide security to oversee and/ or roundup the cargo if there is an occurrence which causes us to tow and/ or reload Covered Property which has spilled due to a "loss" to the "auto."

**B. EXCLUSIONS**

1. We will not pay your liability for a "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**

Seizures or destruction of property by order of governmental authority. But, we will pay for "loss" or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would 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 we will pay for direct "loss" caused by resulting 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 military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay your liability for "loss" caused by or resulting from any of the following:
- a. Loss of use, loss of market.
  - b. Any consequential "loss."
  - c. "Loss" resulting from dishonest or criminal acts by you, any of your partners, directors, or trustees:
    - (1) Acting alone or in collusion with others; or
    - (2) Whether occurring during the hours of employment or at any other time.
  - d. Caused by or resulting from any of the following:
    - (1) Cotton, within seventy-two (72) hours after ginning. But if "loss" by a covered cause of loss results, we will pay for that resulting "loss."
    - (2) Your operation as a transportation broker or freight forwarder.
    - (3) We will not pay for any costs, fines or penalties you incur for your violation of any law or regulation that applies to your delay in payments, denial or settlement of any claim made against you by others for "loss" to Covered Property.

### C. LIMITS OF INSURANCE

1. The most we will pay for "loss" to Covered Property in a single covered "auto" is the lesser of the following:
  - a. The amount shown as the Limit of Insurance in the Declarations; or
  - b. The actual cash value of the damaged or stolen Covered Property at the time of the "loss," but actual cash value shall not exceed the lower of the invoice price or the market value on the date and place of shipment.

2. The most we will pay for "loss" to Covered Property caused by one occurrence is the total of all cargo limits on all covered "autos" or \$1,000,000, whichever is less.
3. If there is a Limit of Insurance shown in the Declarations in the Schedule of Autos, the Limit of Insurance for cargo coverage you designate shall apply to an "auto" you acquire, but only if:
  - a. We already provide a Limit of Insurance for cargo coverage for all "autos" you own or an "auto" you previously owned that it replaces; and
  - b. You tell us within 30 days after you acquire it that you want us to add it as a covered "auto."
4. If there is a Limit of Insurance shown in the Declarations in the Schedule of Autos, then the same Limit of Insurance for cargo coverage for a designated "auto" shall also apply to any "auto" you do not own while used with the permission of its owners as a temporary substitute for an "auto" shown in the Schedule of Autos that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing; or
  - d. Loss.

### D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the "loss" before applying the applicable Limits of Insurance, exceeds the Deductible shown in the Declarations. We will then pay the amount of the "loss" in excess of the Deductible.

### E. LOSS CONDITIONS

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

#### 1. Abandonment

There can be no abandonment of any Covered Property to us.

#### 2. 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 Covered 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:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

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

### 3. Duties in the Event of Loss

If there is a "loss" to Covered Property or an "auto" transporting Covered Property you must do the following:

- a. Notify the police if a law may have been broken or Covered Property is stolen.
- b. Give us prompt notice of the "loss" or damage. Include a description of the Covered Property involved.
- c. As soon as possible, give us a description of how, when, and where the "loss" or damage occurred.
- d. Take all reasonable steps to protect the Covered Property from further 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 subsequent "loss" or damage resulting from a cause of "loss" that is not an excluded "loss." Also, if feasible, set the damaged Covered Property aside and in the best possible order for examination.
- e. You will not, except at your own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.
- f. As often as may be reasonably required, permit us to inspect the Covered Property proving the "loss" or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged Covered Property for inspection, testing and analysis, and permit us to make copies from your books and records.

At our request, give us complete shipping documents and inventories of the damaged and undamaged Covered Property including quantities, costs, values, and amount of "loss" claimed.

- g. If requested, permit us to question you under oath, at such times as may be reasonably required, about any matter relating to this insurance or your claims, including your books and records. In such event, your answers must be signed.

- h. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
- i. Cooperate with us in the investigation or settlement of the claim.

### 4. Insurance Under Two or More Coverages

If two or more of this policy's coverages apply to the same "loss" or damage, we will not pay more than the actual amount of the "loss" or damage.

### 5. How We Will Pay for Losses

- a. "Loss" is payable to you and/ or to the owner of the Covered Property, as interests may appear.
- b. In the case of Covered Property liability assumed under a written lease, this policy's coverage is primary.
- c. At our option, we may:
  - (1) Pay for, repair or replace damaged or stolen Covered Property;
  - (2) Return the stolen Covered Property at our expense. We will pay for any damage that results to the Covered Property from the theft; or
  - (3) Take all or any part of the damaged or stolen Covered Property at an agreed or appraised value.

### 6. Other Insurance

- a. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Form. If you do, we will pay our share of the covered "loss" or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Form bears to the Limits of Insurance of all insurance covering on the same basis.
- b. If there is other insurance covering the same "loss" or damage, other than that described in a. above, 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 on it or not. But, we will not pay more than the applicable Limit of Insurance.

### 7. Recovered Property

If either you or we recover any Covered Property after "loss" settlement, that party must give the other prompt notice. At your option, the covered property will be returned to you. You must then return to us the amount we paid to you for the Covered Property. We will pay recovery expenses and the expenses to repair the recovered Covered Property, subject to the Limit of Insurance.

## 8. **Transfer of Rights of Recovery Against Others to Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after "loss" to impair them.

## F. **GENERAL CONDITIONS**

### 1. **Concealment, Misrepresentation or Fraud**

This Coverage Form is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you at any time, concerning:

- a. This Coverage Form;
- b. The Covered Property;
- c. Your interest in the Covered Property; or
- d. A claim under this Coverage Form.

### 2. **Legal Action Against Us**

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

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. The action is brought within 2 years after you first have knowledge of the direct "loss" or damage.

### 3. **No Benefit to Bailee**

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

### 4. **Policy Period**

We cover "loss" or damage commencing:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

### 5. **Coverage Territory**

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico; and
- d. Canada.

## 6. **Inspection**

At our option, we may inspect the Covered Property and operations at any time. These inspections are for our benefit only. By our right to inspect or by our making any inspection, we make no representation that your Covered Property or operations are safe, not harmful to health or comply with any law, rule or regulation.

## 7. **Transfer of Your Interest in This Policy**

Your rights and duties under this policy may not be assigned without our written consent.

## 8. **Bankruptcy**

Bankruptcy or insolvency of the insurer or the Named Insured's estate will not relieve us of obligation under this Coverage Form.

## 9. **Premium Audit**

The estimated premium for this Coverage Form is based on the exposures you told us you have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

## G. **DEFINITIONS**

1. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment."
2. "Hired Auto" means those "autos" you lease, hire or borrow.
3. "Loading and unloading" means hoisting, lifting or moving Covered Property onto or off of your covered "auto" to or from the ground or loading docks adjacent to such covered "auto."
4. "Loss" means direct and accidental loss or damage.
5. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
6. "Suit" means a civil proceeding in which:

Damages because of your liability as a motor carrier for "loss" to Covered Property while in your custody or control in the ordinary course of transit are alleged.

"Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you must submit with our consent.

7. "Trailer" includes semitrailer or a dolly used to convert a semitrailer into a "trailer."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **MOBILE/ MODULAR HOME CARGO ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

### TRANSPORTATION CARGO COVERAGE FORM

Section **COVERAGE, 1. Covered Property** as used in this Coverage Form is amended to include:

b. "Manufactured homes" while attached and being towed by a covered "auto."

Section **B. EXCLUSIONS, 2.** is changed as follows:

With respect to "manufactured homes":

- (1) "Loss" to personal property that is not an integral part of the "manufactured home";
- (2) "Loss" from the collapse or failure of the frame, undercarriage or suspension system of the "manufactured home" including but not limited to axles, wheels, tongue, or tires; or
- (3) "Loss" from sagging, warping, twisting or "loss" of windows or doors from their frames unless caused directly by fire, collision or upset.

Section **G. DEFINITIONS** is changed as follows:

"Manufactured homes" includes modular and mobile homes.

*SERFF Tracking Number: TRVC-125282740*

*State: Arkansas*

*Filing Company: Northland Insurance Company*

*State Tracking Number: AR-PC-07-026016*

*Company Tracking Number: NIC-07-014AR*

*TOI: 20.0 Commercial Auto*

*Sub-TOI: 20.0004 Truckers*

*Product Name: Truck Program*

*Project Name/Number: Forms Filing/NIC-07-014AR*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVC-125282740 State: Arkansas  
Filing Company: Northland Insurance Company State Tracking Number: AR-PC-07-026016  
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TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers  
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## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 09/13/2007

**Comments:**

**Attachments:**

Filing Transmittal Form.pdf  
Form Filing Schedule.pdf

**Satisfied -Name:** Memorandum **Review Status:** Approved 09/13/2007

**Comments:**

**Attachment:**

Form Memorandum.pdf

**Satisfied -Name:** Forms Side By Sides **Review Status:** Approved 09/13/2007

**Comments:**

**Attachments:**

TD441 Side By Side.pdf  
T434 Side By Side.pdf  
T384 Side By Side.pdf  
T047 Side By Side.pdf

**Property & Casualty Transmittal Document (Revised 1/1/06)**

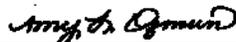
<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>					
	a. Date the filing is received:					
	b. Analyst:					
	c. Disposition:					
	d. Date of disposition of the filing:					
	e. Effective date of filing:					
	<table border="1"> <tr> <td>New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table>		New Business		Renewal Business	
	New Business					
	Renewal Business					
f. State Filing #:						
g. SERFF Filing #:						
h. Subject Codes						

<b>3. Group Name</b>	<b>Group NAIC #</b>
St. Paul Travelers Affiliated Property & Casualty Insurers	3548

<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>
Northland Insurance Company	MN	24015	41-6009967

<b>5. Company Tracking Number</b>	<b>NIC-07-014AR</b>
-----------------------------------	---------------------

**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>
Amy Ozmun Northland Insurance 385 Washington St, Mail Code 9275-SB03N St. Paul, MN 55102	State Filing Analyst	800-237-9334 ext. 04740	651-310-4740	aozmun@northland ins.com
<b>7. Signature of authorized filer</b>				
<b>8. Please print name of authorized filer</b>	Amy L. Ozmun			

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

<b>9. Type of Insurance (TOI)</b>	Commercial Auto
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	Truckers
<b>11. State Specific Product code(s)</b> (if applicable)[See State Specific Requirements]	20.0004
<b>12. Company Program Title</b> (Marketing title)	Truck Program
<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
<b>14. Effective Date(s) Requested</b>	New: 10/15/2007                      Renewal: 11/15/2007
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization</b> (if applicable)	ISO
<b>17. Reference Organization # &amp; Title</b>	N/A
<b>18. Company's Date of Filing</b>	09/06/2007
<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> This filing transmittal is part of Company Tracking #	NIC-07-014AR
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<b>21. Filing Description</b> [This area should be similar to the body of a cover letter and is free-form text]
---

This letter and the enclosed material are submitted as an independent filing on behalf of the Northland Insurance Company.

By this submission we propose to place on file the enclosed form revisions for use with our Truck Program in your state. Please refer to the attached filing memorandum for the outline of all proposed changes.

The filing fee of \$50.00 will be sent via overnight mail.

Your acknowledgment and approval of this filing to be effective October 15, 2007, for new business and November 15, 2007, for renewal business, sent via SERFF, will be appreciated.

<b>22. 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]
---

**Check #:** TBD  
**Amount:** \$50.00

**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.</b>	<b>This filing transmittal is part of Company Tracking #</b>		<b>NIC-07-014AR</b>		
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)		<b>N/A</b>		
<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	Transportation Cargo Coverage Form Declarations	TD-441 (8/07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	TD-441 (4/05)	
02	Schedule of Automobiles	T-434 (8/07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	T-434 (6/03)	
03	Auto Haulers	T-384 (8/07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	T-384 (6/03)	
04	Transportation Cargo Coverage Form	T-047 (8/07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	T-047 (4/05)	
05	Mobile/Modular Home Cargo Endorsement	T-488 (8/07)	<input checked="" 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		

**TRUCK PROGRAM  
STATE OF ARKANSAS  
NORTHLAND INSURANCE COMPANY  
FILING EXPLANATORY MEMORANDUM  
EFFECTIVE: 10/15/2007 NEW BUSINESS AND 11/15/2007 RENEWALS**

**TD-441 (8/07)** Transportation Cargo Coverage Form Declarations will replace TD-441 (4/05) Transportation Cargo Coverage Form Declarations.

The following changes have been made:

- Deleted Item Two – Schedule of Coverages and Covered Autos and replaced it with Item Four – Schedule of Covered Autos. Added “This policy provides coverage for only those “autos” where a charge is shown in the premium column below” to Item Two
- Added line for Cargo Premium
- Deleted reference to “Estimated”
- Revise wording in Advance Premium under Item Three – Hired Car Cargo Insurance
- Deleted entire second page

**T-434 (8/07)** Schedule of Automobiles will replace T-434 (6/03) Schedule of Automobiles.

The following changes have been made:

- Deleted “Item Four Supplement.”

**T-384 (8/07)** Auto Haulers will replace T-384 (6/03) Auto Hauler Pre-existing Damage Exclusion.

The following changes have been made:

- Deleted “Pre-existing Damage Exclusion
- Deleted “This endorsement changes the policy...” through the Authorized Representative signature line.
- Added wording “Cargo Coverage is changed by adding the following:”
- Reformatted layout of this section for clarification purposes
- Changed references to “the insured” to “you”
- Added Number 2. Section G., Definitions, item 3., “loading and unloading” is changed by adding the following:”
- Removed Date and Insured signature lines

**T-047 (8/07)** Transportation Cargo Coverage Form will replace T-047 (4/05) Transportation Cargo Coverage Form.

The following changes have been made:

**Page 1**

- Deleted “caused by any of the Covered Causes of Loss...” under A. Coverage.
- Added “while in your custody or control in the ordinary course of transit” to A. Coverage.
- Deleted “and which is in your custody” under A. Coverage, 1. a.
- Added “including while in or on a “hired auto” to A. Coverage, 1. a.
- Deleted “We cover property while transported in or on a covered “auto”...” along with paragraphs a. through c. under A. Coverage, 1.
- Deleted reference to “furs or fur garments” under 2. Property Not Covered, b.
- Deleted paragraph e. under 2. Property Not Covered
- Changed “4. Coverage Extensions” to “4. Additional Coverage Provided” for clarification purposes
- Added “We will pay, with respect to any claim...” along with numbers 1. through 6. to 4. Additional Coverage Provided, a. Defense Cost

**TRUCK PROGRAM  
STATE OF ARKANSAS  
NORTHLAND INSURANCE COMPANY  
FILING EXPLANATORY MEMORANDUM  
EFFECTIVE: 10/15/2007 NEW BUSINESS AND 11/15/2007 RENEWALS**

**Page 2**

- Revised the layout of c. Removal Expenses for clarification purposes. No change to content.
- Increased the amount we will pay for d. Claim Mitigation Expense to \$5,000 from \$3,500
- Added paragraphs e. Fire Department Service Charge through i. Traffic and Security Expense to 4. Additional Coverages Provided

**Page 3**

- Revised B. Exclusions, number 2. deleting portions of a. and c.; deleting all of d. and e.; deleting all of f except the reference to Cotton and adding d. (2).
- Deleted the reference to “manufactured homes” from C. Limits of Insurance.
- Added numbers 3. and 4. to C. Limits of Insurance

**Page 4**

- Deleted “or any other “insured,” from F. General Conditions, 1. Concealment, Misrepresentation or Fraud

**Page 5**

- Added number 5. Coverage Territory to F. General Conditions. This was previously under number 4. We moved it to number 5. for clarification purposes.
- Added number 2. “Hired Auto” to G. Definitions.
- Changed numbering for remainder of G. Definitions.
- Deleted “but no more than 100 feet” and entire second paragraph to number 3. (number 2 on previous edition).
- Deleted definition to “Manufactured homes” in G. Definitions
- Deleted definition of “Warehouseman” in G. Definitions
- Added definition of “Suit” to G. Definitions

**T-488 (8/07)** Mobile/Modular Home Cargo Endorsement is new.

- The references to Manufactured Homes were moved from the Transportation Cargo Coverage Form to its own endorsement.

# Page by Page Comparison

## Documents Compared

TD441\_0807.pdf

TD441\_0405.pdf

## Summary

1 page(s) differ

1 page(s) added

To see where the changes are, please scroll down.



# TRANSPORTATION CARGO COVERAGE FORM DECLARATIONS

Check here if **PART 2** is attached  
 Filings

Coverage is provided in Company checked  
 **NORTHLAND INSURANCE COMPANY**  
 **NORTHLAND CASUALTY COMPANY**  
 **NORTHFIELD INSURANCE COMPANY**  
St. Paul, MN 55102  
STOCK COMPANIES

<b>ITEM ONE - NAMED INSURED AND ADDRESS</b>	Policy Period From _____ To _____ 12:01 A.M. Standard Time at Named "Insured's" Garaging address _____	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> LLC <input type="checkbox"/> Other	POLICY NO. _____
	Business of Named "Insured": _____	AGENCY NO. _____	BRANCH _____
Garaging address if different: _____	Commodities hauled: _____	UW # _____	SOURCE _____ Years _____

## ITEM TWO - SCHEDULE OF COVERED AUTOS

This policy provides coverage for only those "autos" where a charge is shown in the premium column below.

Year, Model, Trade Name, Body Type	Identification Number (VIN)	Limit	DED.	THEFT DED.	RATE	PREM.
<b>CARGO PREMIUM</b>					\$	

**ADDITIONAL PREMIUM PER ENDORSEMENTS:** \$ \_\_\_\_\_

FORMS AND ENDORSEMENTS CONTAINED IN THE CARGO POLICY AT ITS INCEPTION:	TOTAL PREMIUM	\$ _____
--	---------------	----------

## ITEM THREE - HIRED CAR CARGO INSURANCE

Rate per \$100 Cost of Hire	Minimum Premium	Advance Premium (included in ITEM TWO) Cost of hire means the total cost you incur to lease, hire or borrow "autos" you don't own.	COST OF HIRE \$ _____
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## ITEM FOUR - MONTHLY REPORTING POLICIES

COVERAGES	RATING BASIS CODES GR - Gross Receipts MI - Gross Mileage PU - Rate per Power Unit	RATES	ESTIMATED ANNUAL PREMIUMS	DEPOSIT PREMIUM \$ _____
			\$ _____	MINIMUM PREMIUM \$ _____ Monthly \$ _____ Annually
			\$ _____	
			\$ _____	
			\$ _____	
			\$ _____	
			\$ _____	

EXPOSURES:	\$ _____	TOTAL ESTIMATED ANNUAL PREMIUM
Estimated annual gross receipts	\$ _____	
Estimated annual gross mileage	_____	Deductible _____
Number of power units	_____	Theft Deductible _____

See separate forms and endorsements for reporting conditions and definitions.



# TRANSPORTATION CARGO COVERAGE FORM DECLARATIONS

Check here if **PART 2** is attached  
 Filings

Coverage is provided in Company checked  
 **NORTHLAND INSURANCE COMPANY**  
 **NORTHLAND CASUALTY COMPANY**  
 **NORTHFIELD INSURANCE COMPANY**  
St. Paul, MN 55102  
STOCK COMPANIES

<b>ITEM ONE - NAMED INSURED AND ADDRESS</b>	Policy Period From _____ To _____ 12:01 A.M. Standard Time at Named "Insured's" Garaging address _____	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> LLC <input type="checkbox"/> Other	POLICY NO. _____	
	Business of Named "Insured": _____		AGENCY NO. _____	BRANCH _____
Garaging address if different: _____	Commodities hauled: _____	UW # _____	SOURCE _____	Years _____

## ITEM TWO - ~~SCHEDULE OF COVERAGES AND COVERED AUTOS~~

~~This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as Covered "Autos." "Autos" are shown as Covered "Autos" for a particular coverage by the entry of one or more of the Symbols listed in the Covered Auto Section next to the name of the coverage.~~

<del>Covered "Auto"</del>	<del>Coverages</del>	<del>Limits of Insurance</del>	<del>Premium</del>
	<del>CARGO (Coverage subject to Theft Deductible.)</del>	<del>\$ per covered auto less the deductible</del>	<del>\$</del>
			<del>\$</del>
<b>ADDITIONAL PREMIUM PER ENDORSEMENTS:</b>			<del>\$</del>
FORMS AND ENDORSEMENTS CONTAINED IN THE CARGO POLICY AT ITS INCEPTION:		ESTIMATED TOTAL PREMIUM	<del>\$</del>

## ITEM THREE - HIRED CAR CARGO INSURANCE

~~ESTIMATED~~ COST OF HIRE

~~\$~~

Rate per \$100 Cost of Hire _____	Minimum Premium _____	Advance Premium (included in ITEM TWO) Cost of hire means the total cost you incur for the hire of "autos" you don't own. (See covered "auto" symbol.)	<del>\$</del>
-----------------------------------	-----------------------	--	---------------

## ITEM FOUR - SCHEDULE OF COVERED AUTOS YOU OWN - CARGO

Year, Model, Trade Name, Body Type	Identification Number (VIN)	Limit	DED.	THEFT DED.	RATE	PREM.

## ITEM FIVE - MONTHLY REPORTING POLICIES

COVERAGES	RATING BASIS CODES GR - Gross Receipts MI - Gross Mileage PU - Rate per Power Unit	RATES	ESTIMATED ANNUAL PREMIUMS	DEPOSIT PREMIUM \$ _____
			\$	MINIMUM PREMIUM \$ _____ \$ _____ Monthly      Annually
			\$	
			\$	
			\$	
			\$	
			\$	

EXPOSURES: \_\_\_\_\_ \$ TOTAL ESTIMATED ANNUAL PREMIUM

Estimated annual gross receipts \$ \_\_\_\_\_  
Estimated annual gross mileage \_\_\_\_\_ Deductible \_\_\_\_\_  
Number of power units \_\_\_\_\_ Theft Deductible \_\_\_\_\_

See separate endorsements for reporting conditions and definitions.



**COVERED AUTOS**

~~Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that are covered "autos." The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos."~~

**A. Description of Covered Auto Designation Symbols**

<b>Symbol</b>	<b>Description of Covered Auto Designation Symbols</b>	
83	<del>Owned commercial "autos" only</del>	<del>Only those trucks, tractors you own. This includes those trucks, tractors you acquire ownership of after the policy begins.</del>
86	<del>Specifically described "autos"</del>	<del>Only those "autos" described in Item Four of the Declarations for which a premium charge is shown.</del>
87	<del>Hired "autos" only</del>	<del>Only those "autos" you lease, hire or borrow.</del>
88	<del>Specifically reported "autos"</del>	<del>All "autos" reported at inception are covered as well as any additional "autos" added during the month preceding the submission of the monthly report. If the "auto" is not reported on the first monthly report following the acquisition of the "auto," there is no coverage until such time as the "auto" is reported.</del>

**B. Owned Autos You Acquire After the Policy Begins**

- ~~1. If Symbol 86 is entered next to the coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 
  - ~~a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and~~
  - ~~b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.~~~~

**C. Temporary Substitute Autos**

~~Any "auto" you do not own while used with the permission of its owners as a temporary substitute for a covered "auto" you own that is out of service because of its:~~

- ~~1. Breakdown;~~
- ~~2. Repair;~~
- ~~3. Servicing; or~~
- ~~4. "Loss."~~

# Page by Page Comparison

## Documents Compared

T434\_0807.pdf

T434\_0603.pdf

## Summary

1 page(s) differ

To see where the changes are, please scroll down.





# Page by Page Comparison

## Documents Compared

T384\_0807.pdf

T384\_0603.pdf

## Summary

1 page(s) differ

To see where the changes are, please scroll down.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AUTO HAULERS

This endorsement modifies the insurance provided under the following:

### TRANSPORTATION CARGO COVERAGE FORM

Cargo Coverage is changed by adding the following:

1. Pre-Existing Damage

This insurance does not apply to:

Pre-existing damage to vehicles being transported by you.

It is also understood that you will check for any pre-existing damage and have the shipper sign the documentation to the fact attesting to the condition of the covered property. Failure to have such documentation in the event of a "loss" could result in cancellation of such coverage.

2. Section G., Definitions, item 3., "loading and unloading" is changed by adding the following:

For auto haulers, "loading and unloading" means moving Covered Property onto or off of your covered "auto" but no more than 5,000 feet from the covered "auto."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AUTO HAULER**  
**~~Pre-existing Damage Exclusion~~**

~~This endorsement changes the policy effective on the inception date of the policy unless a different date is indicated below.~~

~~(The following need be completed only when this endorsement is issued subsequent to preparation of the policy.)~~

~~This endorsement, effective on \_\_\_\_\_ at 12:01 A.M. standard time, forms a part of~~

~~Policy No. \_\_\_\_\_ issued to \_\_\_\_\_~~

\_\_\_\_\_  
~~Date~~ ~~Authorized Representative~~

This endorsement modifies the insurance provided under the following:

TRANSPORTATION CARGO COVERAGE FORM

Pre-existing damage to vehicles being transported by ~~the insured will not be covered by this policy.~~

It is also understood that ~~the insured~~ will check for any pre-existing damage and have the shipper sign the documentation to the fact attesting to the condition of the covered property. Failure to have such documentation in the event of a "loss" could result in cancellation of such coverage.

\_\_\_\_\_  
~~Date~~ ~~Insured~~

# Page by Page Comparison

## Documents Compared

T047\_0807.pdf

T047\_0405.pdf

## Summary

5 page(s) differ

1 page(s) deleted

To see where the changes are, please scroll down.



## TRANSPORTATION CARGO COVERAGE FORM

COMMERCIAL INLAND MARINE

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine your 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 G. DEFINITIONS.

### A. COVERAGE

We cover your liability as a motor carrier for "loss" to Covered Property while in your custody or control in the ordinary course of transit.

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

- a. Goods and merchandise for which you are legally liable under tariff documents, bills of lading or shipping receipts, including while in or on a "hired auto";
- b. Goods and merchandise owned by you while loaded for shipment; or
- c. Goods and merchandise for which you have assumed liability under a written lease.

#### 2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value;
- b. Bullion, gold, silver, platinum or other precious alloys or metals; jewelry, watches, precious or semi-precious stones;
- c. Paintings, statuary and other works of art;
- d. "Loss" to a covered "auto" or its equipment, including tarpaulins and fittings, intermodal shipping containers;
- e. Contraband, or property in the course of illegal transportation or trade.

#### 3. Covered Causes of Loss

Covered Causes of Loss means your liability for Direct Physical Loss to Covered Property except those causes of "loss" listed in Section B. EXCLUSIONS.

#### 4. Additional Coverage Provided

The amounts payable under these Coverage Extensions are in addition to the limit shown in the Declarations.

#### a. Defense Cost

We will defend you against any suit brought against you by others for a "loss" to Covered Property caused by or resulting from a Covered Cause of Loss. We retain our rights to investigate, negotiate, and settle any claim or suit in any manner we determine to be necessary or expedient. We will not pay for the settlement of any claims or any suits under this Additional Coverage. Nor will we pay any claim or judgment or defend any suit after the applicable Limit of Insurance has been exhausted by the payment of claims, suits or judgements.

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

1. All expenses we incur.
2. The cost of bonds or release attachments in any "suit" against the insured we defend, but only for bond amounts within our Limit of Insurance.
3. All reasonable expenses incurred by you at our request, including actual loss of earnings up to \$250 a day because of time off from work.
4. All costs taxed against the insured in any "suit" against the insured we defend.
5. Interest on the full amount of any judgment that accrues after the entry of the judgment in any "suit" against the insured 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 Limit of Insurance.
6. Prejudgment interest on the amount of any judgment that accrues before entry of the judgment in any "suit" against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.



## TRANSPORTATION CARGO COVERAGE FORM

## COMMERCIAL INLAND MARINE

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine your 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 G. DEFINITIONS.

### A. COVERAGE

We cover your liability as a motor carrier for "loss" to Covered Property ~~caused by any of the Covered Causes of Loss for a covered "auto" as described in the Declarations.~~

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

- a. Goods and merchandise for which you are legally liable under tariff documents, bills of lading or shipping receipts, ~~and which is in your custody;~~
- b. Goods and merchandise owned by you while loaded for shipment; or
- c. Goods and merchandise for which you have assumed liability under a written lease.

~~We cover property while transported in or on a covered "auto." If the covered "auto" is a truck or tractor and used in your business then coverage is included for Covered Property while in or on:~~

##### ~~a. Any "trailers":~~

~~Any "trailer" loaded and under your care, custody and control for a period not exceeding 10 calendar days. If any "trailer" is unattached as the result of an accident or breakdown and awaiting either repair or transfer of the Covered Property to another "trailer," for a period not exceeding forty eight (48) hours.~~

##### ~~b. "Manufactured homes" while attached and being towed by a covered "auto."~~

~~c. "Loading and unloading." We will extend the insurance to pay for direct physical "loss" which results from a Covered Cause of Loss to Covered Property during "loading or unloading" to or from any covered "auto."~~

#### 2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value;

- b. Bullion, gold, silver, platinum or other precious alloys or metals; ~~furs or fur garments;~~ jewelry, watches, precious or semi-precious stones;
- c. Paintings, statuary and other works of art;
- d. "Loss" to a covered "auto" or its equipment, including tarpaulins and fittings, intermodal shipping containers;
- ~~e. Property in your care, custody or control, as a "warehouseman"; or~~
- f. Contraband, or property in the course of illegal transportation or trade.

#### 3. Covered Causes of Loss

Covered Causes of Loss means your liability for Direct Physical Loss to Covered Property except those causes of "loss" listed in Section B. EXCLUSIONS.

#### 4. Coverage Extensions

The amount payable under these Coverage Extensions are in addition to the limit shown in the Declarations.

##### a. Defense Cost

We will defend you against any suit brought against you by others for a "loss" to Covered Property caused by or resulting from a Covered Cause of Loss. We retain our rights to investigate, negotiate, and settle any claim or suit in any manner we determine to be necessary or expedient.

We will not pay for the settlement of any claims or any suits under this Additional Coverage. Nor will we pay any claim or judgement or defend any suit after the applicable Limit of Insurance has been exhausted by the payment of claims, suits or judgements.

##### b. Earned Freight Charges

We cover your earned freight charges that you are unable to collect resulting from a "loss" covered by this Coverage Form.

**b. Earned Freight Charges**

We cover your earned freight charges that you are unable to collect resulting from a "loss" covered by this Coverage Form.

**c. Removal Expenses**

Expenses for the following will be paid only if they are reported to us in writing within 180 days of the earlier of:

- (a) The date of direct physical "loss"; or
- (b) The end of the policy period.

(1) We will pay removal expenses to remove Covered Property debris caused by or resulting from a covered "loss" to Covered Property that occurred during the policy period. The term debris shall not include "pollutants."

The most we will pay for removal expenses is \$25,000 for the sum of all such expenses arising out of any one occurrence.

(2) We will also pay removal expenses to extract "pollutants" from land or water. If the release, discharge or dispersal of the "pollutants" is caused by or results from a covered "loss" that occurs during the policy period.

Any pollution damage to your "auto" is not a covered removal expense.

The most we will pay for removal expenses is \$25,000 for the sum of all such expenses arising out of any one occurrence.

**d. Claim Mitigation Expense**

We will pay the necessary expense you incur to prevent further "loss" to Covered Property if that expense is incurred within a 12 hour period after a covered "loss" occurs.

The most we will pay under this Coverage Extension is \$5,000 in any one occurrence. No deductible will be applied to claim mitigation expense.

**e. Fire Department Service Charge**

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$25,000 for your liability for Fire Department Service Charge.

**f. Reward Coverage**

We will reimburse you for documented reward(s) expense you have incurred, up to \$2,500 per occurrence, leading to:

1. The successful return of undamaged stolen articles to a law enforcement agency; or
2. The arrest and conviction of any person (s) who have damaged or stolen any of your Covered Property.

**g. Towing**

We will pay the cost to tow a load which has spilled due to a "loss" to the "auto."

**h. Reload Expense Coverage**

We will pay to reload Covered Property which has spilled due to a "loss" to the "auto."

**i. Traffic and Security Expense**

We will pay the cost to control traffic and provide security to oversee and/ or roundup the cargo if there is an occurrence which causes us to tow and/ or reload Covered Property which has spilled due to a "loss" to the "auto."

**B. EXCLUSIONS**

1. We will not pay your liability for a "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**

Seizures or destruction of property by order of governmental authority. But, we will pay for "loss" or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would 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 we will pay for direct "loss" caused by resulting fire if the fire would be covered under this coverage form.

### c. Removal Expenses

(1) We will pay removal expenses to remove Covered Property debris caused by or resulting from a covered "loss" to Covered Property that occurs during the policy period. The term debris shall not include "pollutants."

(2) We will also pay removal expenses to extract "pollutants" from land or water. If the release, discharge or dispersal of the "pollutants" is caused by or results from a covered "loss" that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

(a) The date of direct physical "loss"; or

(b) The end of the policy period.

Any pollution damage to your "auto" is not a covered removal expense.

The most we will pay for removal expenses is \$25,000 for the sum of all such expenses arising out of any one occurrence.

### d. Claim Mitigation Expense

We will pay the necessary expense you incur to prevent further "loss" to Covered Property if that expense is incurred within a 12 hour period after a covered "loss" occurs.

The most we will pay under this Coverage Extension is \$3,500 in any one occurrence. No Deductible will be applied to claim mitigation expense.

## B. EXCLUSIONS

1. We will not pay your liability for a "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

Seizures or destruction of property by order of governmental authority. But, we will pay for "loss" or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would 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 we will pay for direct "loss" caused by resulting 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 military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

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

2. We will not pay your liability for "loss" caused by or resulting from any of the following:

a. ~~Delay, loss of use, loss of market, the Covered Property reaching or exceeding its freshness or use by date.~~

b. Any consequential "loss."

c. "Loss" resulting from dishonest or criminal acts by you, any of your partners, ~~employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the Covered Property for any purpose:~~

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

(2) Whether occurring during the hours of employment or at any other time.

~~d. Voluntary parting with any property by you or anyone entrusted with the property is induced to do so by any fraudulent scheme, trick, device or false pretense.~~

~~e. Unauthorized instruction to transfer property to any person or to any place.~~

f. Caused by or resulting from any of the following. ~~But if "loss" by a covered cause of loss results, we will pay for that resulting "loss."~~

~~(1) Intentional "loss."~~

~~(2) Wear and tear, obsolescence, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration.~~

~~(3) Insects, vermin or rodents.~~

### c. War and Military Action

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

2. We will not pay your liability for "loss" caused by or resulting from any of the following:

- a. Loss of use, loss of market.
- b. Any consequential "loss."
- c. "Loss" resulting from dishonest or criminal acts by you, any of your partners, directors, or trustees:
  - (1) Acting alone or in collusion with others; or
  - (2) Whether occurring during the hours of employment or at any other time.
- d. Caused by or resulting from any of the following:
  - (1) Cotton, within seventy-two (72) hours after ginning. But if "loss" by a covered cause of loss results, we will pay for that resulting "loss."
  - (2) Your operation as a transportation broker or freight forwarder.
  - (3) We will not pay for any costs, fines or penalties you incur for your violation of any law or regulation that applies to your delay in payments, denial or settlement of any claim made against you by others for "loss" to Covered Property.

### C. LIMITS OF INSURANCE

1. The most we will pay for "loss" to Covered Property in a single covered "auto" is the lesser of the following:
  - a. The amount shown as the Limit of Insurance in the Declarations; or
  - b. The actual cash value of the damaged or stolen Covered Property at the time of the "loss," but actual cash value shall not exceed the lower of the invoice price or the market value on the date and place of shipment.

2. The most we will pay for "loss" to Covered Property caused by one occurrence is the total of all cargo limits on all covered "autos" or \$1,000,000, whichever is less.

3. If there is a Limit of Insurance shown in the Declarations in the Schedule of Autos, the Limit of Insurance for cargo coverage you designate shall apply to an "auto" you acquire, but only if:

a. We already provide a Limit of Insurance for cargo coverage for all "autos" you own or an "auto" you previously owned that it replaces; and

b. You tell us within 30 days after you acquire it that you want us to add it as a covered "auto."

4. If there is a Limit of Insurance shown in the Declarations in the Schedule of Autos, then the same Limit of Insurance for cargo coverage for a designated "auto" shall also apply to any "auto" you do not own while used with the permission of its owners as a temporary substitute for an "auto" shown in the Schedule of Autos that is out of service because of its:

a. Breakdown;

b. Repair;

c. Servicing; or

d. Loss.

### D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the "loss" before applying the applicable Limits of Insurance, exceeds the Deductible shown in the Declarations. We will then pay the amount of the "loss" in excess of the Deductible.

### E. LOSS CONDITIONS

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

#### 1. Abandonment

There can be no abandonment of any Covered Property to us.

#### 2. 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 Covered 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:

~~g. Unexplained "loss" or shortage discovered upon taking inventory.~~

~~h. To illegal Covered Property.~~

~~i. Rough handling, insufficient securing of the Covered Property, poor or insufficient packaging, or packing of the Covered Property or poor packing of Covered Property in or on a covered "auto."~~

~~j. Corrosion, contamination, marring or scratching.~~

~~k. Wetness or dampness unless the Covered Property is contained in a fully enclosed, water tight dry van or is completely covered by a waterproof tarpaulin which is securely fastened.~~

~~l. Spoilage, freezing or change in temperature unless resulting from the mechanical breakdown or failure of the automatic temperature control unit of the covered "auto."~~

~~m. With respect to "manufactured homes":~~

~~(1) "Loss" to personal property that is not an integral part of the "manufactured home";~~

~~(2) "Loss" from the collapse or failure of the frame, undercarriage or suspension system of the "manufactured home" including but not limited to axles, wheels, tongue, or tires; or~~

~~(3) "Loss" from sagging, warping, twisting or "loss" of windows or doors from their frames unless caused directly by fire, collision or upset.~~

~~n. Non-delivery or misdelivery of Covered Property unless the non-delivery or misdelivery is the result of a cause of "loss" not otherwise excluded by this Coverage Form.~~

~~o. Cotton, within seventy-two (72) hours after ginning.~~

3. We will not pay for any costs, fines or penalties you incur for your violation of any law or regulation that applies to your delay in payments, denial or settlement of any claim made against you by others for "loss" to Covered Property.

### C. LIMITS OF INSURANCE

1. The most we will pay for "loss" to Covered Property in a single covered "auto" is the lesser of the following:

a. The amount shown as the Limit of Insurance in the Declarations; or

b. The actual cash value of the damaged or stolen Covered Property at the time of the "loss," but actual cash value shall not exceed the lower of the invoice price or the market value on the date and place of shipment.

~~For "manufactured homes" the actual cash value is the total value of all sections of the "manufactured home." For "auto" haulers, the actual cash value is the value of all vehicles listed on the shipping document.~~

2. The most we will pay for all "loss" to Covered Property caused by any one occurrence is the total of all cargo limits on all covered "autos" or \$1,000,000 whichever is less.

### D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the "loss" before applying the applicable Limits of Insurance, exceeds the Deductible shown in the Declarations. We will then pay the amount of the "loss" in excess of the Deductible.

### E. LOSS CONDITIONS

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

#### 1. Abandonment

There can be no abandonment of any Covered Property to us.

#### 2. 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 Covered 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:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

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

#### 3. Duties in the Event of Loss

If there is a "loss" to Covered Property or an "auto" transporting Covered Property you must do the following:

a. Notify the police if a law may have been broken or Covered Property is stolen.

b. Give us prompt notice of the "loss" or damage. Include a description of the Covered Property involved.

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

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

### 3. Duties in the Event of Loss

If there is a "loss" to Covered Property or an "auto" transporting Covered Property you must do the following:

- a. Notify the police if a law may have been broken or Covered Property is stolen.
- b. Give us prompt notice of the "loss" or damage. Include a description of the Covered Property involved.
- c. As soon as possible, give us a description of how, when, and where the "loss" or damage occurred.
- d. Take all reasonable steps to protect the Covered Property from further 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 subsequent "loss" or damage resulting from a cause of "loss" that is not an excluded "loss." Also, if feasible, set the damaged Covered Property aside and in the best possible order for examination.
- e. You will not, except at your own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.
- f. As often as may be reasonably required, permit us to inspect the Covered Property proving the "loss" or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged Covered Property for inspection, testing and analysis, and permit us to make copies from your books and records.

At our request, give us complete shipping documents and inventories of the damaged and undamaged Covered Property including quantities, costs, values, and amount of "loss" claimed.

- g. If requested, permit us to question you under oath, at such times as may be reasonably required, about any matter relating to this insurance or your claims, including your books and records. In such event, your answers must be signed.

- h. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
- i. Cooperate with us in the investigation or settlement of the claim.

### 4. Insurance Under Two or More Coverages

If two or more of this policy's coverages apply to the same "loss" or damage, we will not pay more than the actual amount of the "loss" or damage.

### 5. How We Will Pay for Losses

- a. "Loss" is payable to you and/ or to the owner of the Covered Property, as interests may appear.
- b. In the case of Covered Property liability assumed under a written lease, this policy's coverage is primary.
- c. At our option, we may:
  - (1) Pay for, repair or replace damaged or stolen Covered Property;
  - (2) Return the stolen Covered Property at our expense. We will pay for any damage that results to the Covered Property from the theft; or
  - (3) Take all or any part of the damaged or stolen Covered Property at an agreed or appraised value.

### 6. Other Insurance

- a. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Form. If you do, we will pay our share of the covered "loss" or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Form bears to the Limits of Insurance of all insurance covering on the same basis.
- b. If there is other insurance covering the same "loss" or damage, other than that described in a. above, 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 on it or not. But, we will not pay more than the applicable Limit of Insurance.

### 7. Recovered Property

If either you or we recover any Covered Property after "loss" settlement, that party must give the other prompt notice. At your option, the covered property will be returned to you. You must then return to us the amount we paid to you for the Covered Property. We will pay recovery expenses and the expenses to repair the recovered Covered Property, subject to the Limit of Insurance.

- c. As soon as possible, give us a description of how, when, and where the "loss" or damage occurred.
- d. Take all reasonable steps to protect the Covered Property from further 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 subsequent "loss" or damage resulting from a cause of "loss" that is not an excluded "loss." Also, if feasible, set the damaged Covered Property aside and in the best possible order for examination.
- e. You will not, except at your own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.
- f. As often as may be reasonably required, permit us to inspect the Covered Property proving the "loss" or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged Covered Property for inspection, testing and analysis, and permit us to make copies from your books and records.

At our request, give us complete shipping documents and inventories of the damaged and undamaged Covered Property including quantities, costs, values, and amount of "loss" claimed.

- g. If requested, permit us to question you under oath, at such times as may be reasonably required, about any matter relating to this insurance or your claims, including your books and records. In such event, your answers must be signed.
- h. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
- i. Cooperate with us in the investigation or settlement of the claim.

#### 4. Insurance Under Two or More Coverages

If two or more of this policy's coverages apply to the same "loss" or damage, we will not pay more than the actual amount of the "loss" or damage.

#### 5. How We Will Pay for Losses

- a. "Loss" is payable to you and/or to the owner of the Covered Property, as interests may appear.
- b. In the case of Covered Property liability assumed under a written lease, this policy's coverage is primary.

- c. At our option, we may:

- (1) Pay for, repair or replace damaged or stolen Covered Property;
- (2) Return the stolen Covered Property at our expense. We will pay for any damage that results to the Covered Property from the theft; or
- (3) Take all or any part of the damaged or stolen Covered Property at an agreed or appraised value.

#### 6. Other Insurance

- a. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Form. If you do, we will pay our share of the covered "loss" or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Form bears to the Limits of Insurance of all insurance covering on the same basis.
- b. If there is other insurance covering the same "loss" or damage, other than that described in a. above, 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 on it or not. But, we will not pay more than the applicable Limit of Insurance.

#### 7. Recovered Property

If either you or we recover any Covered Property after "loss" settlement, that party must give the other prompt notice. At your option, the covered property will be returned to you. You must then return to us the amount we paid to you for the Covered Property. We will pay recovery expenses and the expenses to repair the recovered Covered Property, subject to the Limit of Insurance.

#### 8. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after "loss" to impair them.

### F. GENERAL CONDITIONS

#### 1. Concealment, Misrepresentation or Fraud

This Coverage Form is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you ~~or any other "insured,"~~ at any time, concerning:

## 8. Transfer of Rights of Recovery Against Others to Us

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## F. GENERAL CONDITIONS

### 1. Concealment, Misrepresentation or Fraud

This Coverage Form is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you at any time, concerning:

- This Coverage Form;
- The Covered Property;
- Your interest in the Covered Property; or
- A claim under this Coverage Form.

### 2. Legal Action Against Us

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

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

### 3. No Benefit to Bailee

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

### 4. Policy Period

We cover "loss" or damage commencing:

- During the policy period shown in the Declarations; and
- Within the coverage territory.

### 5. Coverage Territory

The coverage territory is:

- The United States of America;
- The territories and possessions of the United States of America;
- Puerto Rico; and
- Canada.

## 6. Inspection

At our option, we may inspect the Covered Property and operations at any time. These inspections are for our benefit only. By our right to inspect or by our making any inspection, we make no representation that your Covered Property or operations are safe, not harmful to health or comply with any law, rule or regulation.

## 7. Transfer of Your Interest in This Policy

Your rights and duties under this policy may not be assigned without our written consent.

## 8. Bankruptcy

Bankruptcy or insolvency of the insurer or the Named Insured's estate will not relieve us of obligation under this Coverage Form.

## 9. Premium Audit

The estimated premium for this Coverage Form is based on the exposures you told us you have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

## G. DEFINITIONS

- "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment."
- "Hired Auto" means those "autos" you lease, hire or borrow.
- "Loading and unloading" means hoisting, lifting or moving Covered Property onto or off of your covered "auto" to or from the ground or loading docks adjacent to such covered "auto."
- "Loss" means direct and accidental loss or damage.
- "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- "Suit" means a civil proceeding in which:

Damages because of your liability as a motor carrier for "loss" to Covered Property while in your custody or control in the ordinary course of transit are alleged.

- a. This Coverage Form;
- b. The Covered Property;
- c. Your interest in the Covered Property; or
- d. A claim under this Coverage Form.

## 2. Legal Action Against Us

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

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. The action is brought within 2 years after you first have knowledge of the direct "loss" or damage.

## 3. No Benefit to Bailee

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

## 4. Policy Period

We cover "loss" or damage commencing:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico; and
- d. Canada.

## 5. Inspection

At our option, we may inspect the Covered Property and operations at any time. These inspections are for our benefit only. By our right to inspect or by our making any inspection, we make no representation that your Covered Property or operations are safe, not harmful to health or comply with any law, rule or regulation.

## 6. Transfer of Your Interest in This Policy

Your rights and duties under this policy may not be assigned without our written consent.

## 7. Bankruptcy

Bankruptcy or insolvency of the insurer or the Named Insured's estate will not relieve us of obligation under this Coverage Form.

## 8. Premium Audit

The estimated premium for this Coverage Form is based on the exposures you told us you have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

## G. DEFINITIONS

1. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment."

2. "Loading and unloading" means hoisting, lifting or moving Covered Property onto or off of your covered "auto" to or from the ground or loading docks adjacent to such covered "auto," ~~but no more than 100 feet.~~

~~For auto haulers "loading and unloading" means moving Covered Property onto or off of, your covered "auto," but no more than 5,000 feet from the covered "auto."~~

3. "Loss" means direct and accidental loss or damage.

4. ~~"Manufactured homes" includes modular and mobile homes.~~

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

6. "Trailer" includes semitrailer or a dolly used to convert a semitrailer into a "trailer."

7. ~~"Warehouseman" means:~~

~~A motor carrier who removes any covered property from a "trailer" for the purpose of storage, other than for the immediate transfer of covered property to another trailer as a result of accident or breakdown.~~

"Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you must submit with our consent.

7. "Trailer" includes semitrailer or a dolly used to convert a semitrailer into a "trailer."

