

SERFF Tracking Number: REGU-125843210 State: Arkansas  
Filing Company: SPARTA Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: SPARTA-IM-MTC-08  
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine  
Product Name: SPARTA Motor Truck Cargo  
Project Name/Number: Motor Truck Cargo/SPARTA-IM-MTC-08

## Filing at a Glance

Company: SPARTA Insurance Company

Product Name: SPARTA Motor Truck Cargo

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Filing Type: Form

SERFF Tr Num: REGU-125843210 State: Arkansas

SERFF Status: Closed

Co Tr Num: SPARTA-IM-MTC-08

Co Status:

Author: Jeremy Battles

Date Submitted: 10/03/2008

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Betty Montesi,  
Llyweyia Rawlins

Disposition Date: 10/06/2008

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal): On Approval

Effective Date (New): 10/06/2008

Effective Date (Renewal):

10/06/2008

State Filing Description:

## General Information

Project Name: Motor Truck Cargo

Project Number: SPARTA-IM-MTC-08

Reference Organization: N/A

Reference Title: N/A

Filing Status Changed: 10/06/2008

State Status Changed: 10/06/2008

Corresponding Filing Tracking Number:

Filing Description:

SPARTA Insurance Company (SPARTA), a member of Insurance Services Office (ISO), is filing independent Commercial Inland Marine forms for its new Motor Truck Cargo program. The corresponding rates and rules are not required to be submitted.

Status of Filing in Domicile: Not Filed

Domicile Status Comments:

Reference Number: N/A

Advisory Org. Circular: N/A

Deemer Date:

Attached for your review are the following:

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- Explanatory Memo
- Independent Forms

An EFT in the amount \$50.00 has been initiated to cover your state's filing fees.

We ask that this filing become effective for all policies effective upon approval.

## Company and Contact

### Filing Contact Information

(This filing was made by a third party - insuranceregulatoryconsultantsllc)  
 Jeremy Battles, Senior Analyst jeremybattles@ircllc.com  
 50 Broad Street (212) 571-3989 [Phone]  
 New York, NY 10004

### Filing Company Information

SPARTA Insurance Company	CoCode: 20613	State of Domicile: Massachusetts
CityPlace II	Group Code:	Company Type: Stock Company
185 Asylum Street		
Hartford, CT 06103	Group Name: N/A	State ID Number:
(860) 275-6523 ext. [Phone]	FEIN Number: 04-1027270	
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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	Forms Filing = \$50
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
SPARTA Insurance Company	\$50.00	10/03/2008	22908496

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	10/06/2008	10/06/2008

*SERFF Tracking Number:* REGU-125843210

*State:* Arkansas

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## **Disposition**

Disposition Date: 10/06/2008

Effective Date (New): 10/06/2008

Effective Date (Renewal): 10/06/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: REGU-125843210 State: Arkansas  
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Authorization, Explanatory Memo	Approved	Yes
Form	Motor Truck Cargo Carriers Declarations	Approved	Yes
Form	Trip Transit Declarations	Approved	Yes
Form	Schedule	Approved	Yes
Form	Motor Truck Cargo Legal Liability	Approved	Yes
Form	Trailer Interchange Coverage	Approved	Yes
Form	Endorsement For Motor Common Carrier Policies Of Insurance For Cargo Liability Under 49 U.S.C. 13906	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Motor Truck Cargo Carriers Declarations	IH DS 72 07 99	07 99	Declaration News/Schedule		0.00	IH DS 72 07 99.pdf
Approved	Trip Transit Declarations	IH DS 78 07 99	07 99	Declaration News/Schedule		0.00	IH DS 78 07 99.pdf
Approved	Schedule	IH 99 06 04 05	04 05	Declaration News/Schedule		0.00	IH 99 06 04 05.pdf
Approved	Motor Truck Cargo Legal Liability	MT 00 01 10 08	10 08	Policy/Coverage Form		0.00	MT 00 01 10 08.pdf
Approved	Trailer Interchange Coverage	MT 10 01 10 08	10 08	Endorsement/Amendment/Conditions		0.00	MT 10 01 10 08.pdf
Approved	Endorsement For Motor Common Carrier Policies Of Insurance For Cargo Liability Under 49 U.S.C. 13906	MC 2414f (6/07)	6/07	Endorsement/Amendment/Conditions		0.00	MC 2414f (6-07).pdf

# MOTOR TRUCK CARGO CARRIERS DECLARATIONS

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

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

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

DEDUCTIBLE	\$ _____
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**RATES AND PREMIUMS**

**Nonreporting**

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

**Reporting**

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

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

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

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

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

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

**SPECIAL PROVISIONS (if any)**

# TRIP TRANSIT DECLARATIONS

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

<b>LIMIT OF INSURANCE</b>	
<b>COVERED SHIPMENT</b>	\$ _____

<b>COVERED PROPERTY</b>
<b>COVERED PROPERTY CONSISTING PRINCIPALLY OF:</b>  _____  _____  _____  _____

<b>POINT OF DEPARTURE TO DESTINATION</b>
<b>FROM THE FOLLOWING LOCATION</b>  _____  _____  _____
<b>TO THE FOLLOWING LOCATION</b>  _____  _____  _____



POINT OF DEPARTURE TO DESTINATION (Cont'd)	
COVERAGE BEGINS ON OR ABOUT	_____
COVERAGE ENDS APPROXIMATELY	_____

MODE OF TRANSPORTATION APPLICABLE (Check appropriate box)	
CONTRACT CARRIER	<input type="checkbox"/>
OTHER THAN CONTRACT CARRIER:	
BY MESSENGER	<input type="checkbox"/>
BY RAILROAD	<input type="checkbox"/>
BY AIR CARRIER	<input type="checkbox"/>
BY YOUR VEHICLE	<input type="checkbox"/>

DEDUCTIBLE	\$ _____
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PREMIUM	
PREMIUM FOR THIS SHIPMENT	\$ _____

SPECIAL PROVISIONS (if any)

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

## SCHEDULE

This endorsement modifies insurance provided under the following:

- ANNUAL TRANSIT COVERAGE FORM
- BUILDERS RISK COVERAGE FORM
- COMMERCIAL FINE ARTS COVERAGE FORM
- COMPUTER SYSTEMS COVERAGE FORM
- CONTRACTORS EQUIPMENT COVERAGE FORM
- DIFFERENCE IN CONDITIONS COVERAGE FORM
- EXHIBITION COVERAGE FORM
- INSTALLATION COVERAGE FORM
- MACHINERY AND EQUIPMENT COVERAGE FORM
- MISCELLANEOUS ARTICLES COVERAGE FORM
- MOTOR TRUCK CARGO CARRIERS COVERAGE FORM
- MOTOR TRUCK CARGO OWNERS COVERAGE FORM
- PATTERNS AND DIES COVERAGE FORM
- RADIO AND TELEVISION TOWERS AND EQUIPMENT COVERAGE FORM
- RAILROAD ROLLING STOCK COVERAGE FORM
- SCIENTIFIC AND MEDICAL DIAGNOSTIC EQUIPMENT COVERAGE FORM
- TANK STORAGE COVERAGE FORM
- WAREHOUSE OPERATORS LEGAL LIABILITY COVERAGE FORM

### SCHEDULE

Item No.	Description	Limit Of Insurance
		\$
		\$
		\$
<b>Total</b>		\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

<b>Schedule Of Property Dated:</b>
<b>On File In Our Office Located At: (If Applicable)</b>

## MOTOR TRUCK CARGO LEGAL LIABILITY

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

#### 1. Insuring Agreement

We will pay those sums that you become legally obligated to pay caused by or resulting from direct physical "loss" to Covered Property by reason of your liability as a "motor carrier", from any of the Covered Causes of Loss.

#### 2. Covered Property

Covered Property, as used in this Coverage Form, means lawful goods and merchandise of others that you have accepted for transportation under a written or electronic bill of lading or shipping receipt, or a written contract of carriage, you issue.

We only cover property:

- a. While in your custody as the "motor carrier", until the property is delivered to its destination; when in or on your "vehicle" shown in the schedule; or
- b. When loaded or unloaded at a facility ("terminal", warehouse or other storage area) for up to 72 hours (excluding Sundays and holidays). However, this limitation does not apply to:
  - (1) Property at a "terminal" listed on the "Schedule of Terminals"; or
  - (2) Property at Unspecified "Terminals"; if a limit of insurance for those coverages is shown in the Declarations.

If the property is not delivered, we cover the return of the property to you.

#### 3. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, deeds, evidences of debt, letters of credit, money, notes or securities, tickets, passports, documents, manuscripts, mechanical drawings,

recorded electronic data and media, or valuable papers of any kind;

- b. Bullion, gold, silver or other precious or semi-precious metals, jewelry, watches, precious or semiprecious stones;
- c. Furs or garments trimmed with fur;
- d. Coins or stamps;
- e. Animals;
- f. The "vehicle(s)" carrying the property;
- g. Intermodal containers, trailers or any carrying conveyance;
- h. Property while waterborne. However, we cover property while aboard vessels on inland waterways when the waterborne transportation is incidental to the land portion of the journey;
- i. Import Shipments:
  - (1) Until discharged from the import conveyance; or
  - (2) Until Ocean Marine insurance ceases; Whichever occurs last;
- j. Export Shipments:
  - (1) After placed on the outbound conveyance; or
  - (2) When Ocean Marine insurance applies to the shipment; Whichever occurs first;
- k. Paintings, statuary, and other works of art, or other similar valuables;
- l. Land or water which is not being transported on a "vehicle";
- m. Property that you transport gratuitously or as an accommodation.

#### 4. Covered Causes Of Loss

Covered Causes of Loss means risks of direct physical "loss" or damage to Covered Property for which you are liable except those causes of loss listed in the Exclusions.

#### 5. Additional Coverages

The following Additional Coverages indicate an applicable limit. This limit may also be shown in the Declarations. If a different limit is indicated in the Declarations, that limit will apply instead of the limit shown below.

**a. Earned Freight Charges**

We will pay your earned freight charges that you are unable to collect as a result of Covered Causes of Loss.

The most we will pay in any one "occurrence" for Earned Freight Charges is \$2,500. This Additional Coverage does not increase the Limit of Insurance.

**b. Expenses to Protect Covered Property from Further Damage**

We will pay for any repairs you have to make and our proportionate share of other expenses you incur, in order to prevent any further damage from Covered Causes Of Loss to Covered Property.

The most we will pay in any one "occurrence" for expenses to protect Covered Property from further damage is \$5,000. This Additional Coverage does not increase the Limit of Insurance.

**c. Debris Removal Expense**

We will pay your expenses to remove debris of Covered Property after a "loss" for which you are legally liable. Debris removal expenses will be paid only if they are reported to us within 180 days after the date of direct physical "loss".

The most we will pay for debris removal in any one "occurrence" is \$5,000.

Debris removal does not apply to expense for:

- (1) The cost to investigate, locate, monitor, remediate, or extract "pollutants" from land, water or covered property;
- (2) The cost to remove, discard, restore or replace polluted land, water or covered property;
- (3) The cost to transport polluted land, water or covered property to storage or decontamination sites.

This Additional Coverage does not increase the Limit of Insurance.

**d. Newly Acquired Terminals**

We cover direct physical "loss" caused by or resulting from Covered Causes Of Loss to Covered Property at a "terminal" that you acquire during the policy period. We only cover a Newly Acquired Terminal when there is at least one "terminal" location listed on the "Schedule of Terminals".

This coverage applies for up to 30 days from the date you acquire the new "terminal" or until you report the Newly Acquired Terminal to us, whichever occurs

first. However, this coverage does not go beyond the end of the policy period.

The most we pay in any one "occurrence" for Covered Property at a Newly Acquired Terminal is the lowest limit of insurance listed for any "terminal" on the "Schedule of Terminals" or \$100,000, whichever is less. You must pay any additional premium due from the date you acquire the new "terminal".

This Additional Coverage does not increase the Limit of Insurance.

**e. Miscellaneous Equipment**

We will pay for "loss" to your personal property caused by or resulting from Covered Causes of Loss, while it is in transit in or on any "vehicle" you own, lease or operate. This personal property includes tarpaulins, fittings, or other equipment used by you in the handling and shipping of Covered Property.

The most we will pay for "loss" in any one "occurrence" for your personal property is \$1,000. Personal property does not include "vehicles".

The limit for this Additional Coverage is in addition to the Limit of Insurance.

**f. Pollutant Clean Up And Removal**

We will pay your expense to extract "pollutants" from land or water; provided:

- (1) The covered property is the "pollutant" and
- (2) If the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from Covered Causes of Loss.

The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Causes of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage is \$10,000, for any one occurrence, not to exceed \$50,000 during any one policy period.

The limit for this Additional Coverage is in addition to the Limit of Insurance.

### **g. Supplementary Payments**

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

- (1) All expenses we incur.
- (2) The cost of appeal bonds and bonds to release attachments, but only for bond amounts within the Limit of Insurance applicable to this insurance. We do not have to furnish these bonds.
- (3) All reasonable expenses incurred by you at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- (4) All costs taxed against you in the "suit".
- (5) Prejudgment interest awarded against you on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance applicable to this insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the Limit of Insurance applicable to this insurance.

The Supplementary Payments are in addition to the Limit of Insurance applicable to this insurance.

### **h. Vehicle Substitution**

We cover direct physical "loss" caused by or resulting from Covered Causes Of Loss to Covered Property in or on a "vehicle" not listed in the schedule, provided the "vehicle" is a substitute because the scheduled "vehicle":

- (1) Has become disabled;
- (2) Has been stolen; or
- (3) Is no longer licensed by you for road use.

This coverage applies for up to 30 days from the date the substitute "vehicle" goes into service or until the policy expires, which ever is first.

At our request, you will provide us with:

- (1) The official log of the disabled scheduled "vehicle"; or
- (2) A police report for the stolen scheduled "vehicle"; or

- (3) Licensing records of the scheduled "vehicle" from the motor vehicle department.

The most we pay in any one "occurrence" for Covered Property in or on any substitute "vehicle" is the limit of insurance listed for the scheduled "vehicle" it is replacing or \$100,000, which ever is less.

### **6. Coverage Extension – Additional Insureds**

If the Named Insured shown in the Declarations is a partnership or corporation, throughout this Coverage Form, the words "you" and "your" also include partners, executive officers, trustees, directors and stockholders of such partnership or corporation, but only with respect to their duties as such.

### **B. Exclusions**

This insurance does not apply to:

1. Your liability for "loss" or damage caused directly or indirectly by any of the following. Such "loss" or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss" or damage.

#### **a. Acts Or Decisions**

This insurance does not apply to "loss" or damage arising out of acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

This exclusion does not apply to ensuing "loss" or damage unless exclusion applies.

#### **b. Earth Movement**

- (1) Earthquake, including any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b.(1)** through **(4)** above, results in fire or explosion, we will pay for the "loss" or damage caused by that fire or explosion.

All earthquake shocks that occur within 168-hour period will constitute a single occurrence.

This exclusion does not apply to property in transit.

**c. Governmental Action**

Seizure 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.

**d. Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the "loss" or damage caused by that fire.

**e. Pollution**

Discharge, dispersal, seepage, migration, release or escape of "pollutants"; except as provided under Additional Coverages.

**f. 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.

**g. Water**

Water damage caused directly or indirectly by flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not. But we will pay for direct "loss" or damage caused by resulting fire, explosion or theft if these causes of "loss" would be covered under this Coverage Form.

This exclusion does not apply to property in transit.

**h. Volcanic Eruption**

Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, or "Volcanic Action", we will pay for the "loss" or damage caused by that fire or "Volcanic Action".

Exclusions **B.1.a.** through **B.1.h.** apply whether or not the "loss" event results in widespread damage or affects a substantial area.

2. Your liability for "loss" or damage caused by or resulting from any of the following:

a. Improper packing or stowage, or rough handling.

b. Delay, loss of use, loss of market, diminished value, or any other indirect loss.

c. 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. 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.

f. Unauthorized instructions to transfer property to any person or to any place.

g. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of "loss".

3. Your liability for "loss" or damage caused by or resulting from any of the following. But if "loss" or damage by Covered Causes of Loss results, we will pay for the "loss" or damage caused by Covered Causes of Loss.

a. Any quality in the property that causes it to damage or destroy itself.

b. Gradual deterioration, corrosion, rust.

c. Insects, vermin or rodents.

**4. Ginned Cotton**

We will not pay for "loss" to cotton caused by or resulting from fire or spontaneous combustion unless the cotton has been ginned at least

72 hours prior to your acceptance of the cotton as cargo.

#### **5. Automobile(s) as Covered Property**

We will not pay for "loss" by theft of an automobile, which is Covered Property, unless, at the time of the theft:

- a. The doors, windows and compartments of the automobile were closed and locked and the automobile's alarm system, if provided, was activated, and there are visible signs that the theft was the result of forced entry; or
- b. You or an employee was within twenty five (25) feet of the automobile and were not performing any other task except loading, unloading or tying down another automobile.

#### **6. Theft from Unattended "Vehicle(s)"**

We will not pay for "loss" caused by or resulting from theft from any unattended "vehicle" unless at the time of the theft, the "vehicle's" windows, doors, and compartments were closed and locked, and there are visible signs that the theft was the result of forced entry.

#### **7. Change in Temperature**

- a. We will not pay for "loss" caused by or resulting from changes in or extremes of temperature or humidity, or freight being decayed, deteriorated, frosted, thawed, rusted, rotted, spotted, soured, steamed, or changed in flavor, color, texture, finish or appearance.
- b. However, this exclusion does not apply to mechanical breakdown and/or electrical failure of temperature-control equipment when:
  - (1) Such temperature-control equipment is maintained in accordance with the manufacturer's recommended instructions; and
  - (2) Such breakdown results in a change of temperature or extremes of temperature which is evidenced by:
    - (a) A temperature recording device; or
    - (b) Entries in the driver's official log of the actual temperature within the cargo carrying compartment at least once every hour; or
    - (c) Entries in the driver's official log of the temperature-control equipment breakdown of the insured "vehicle" and repair bills showing repair of that "vehicle"; or
  - (3) Such breakdown is caused directly by fire, lightning, explosion, windstorm,

vandalism, aircraft, rioters, strikers, theft or attempted theft, or by "accident" to the "vehicle" carrying the property if these causes of "loss" would be covered under this Coverage Form.

- c. Mechanical breakdown and/or electrical failure does not include:

- (1) Lack of fuel for the conveyance of for the temperature-control equipment; or
- (2) Improper lubrication of the temperature-control equipment; or
- (3) Termination of power to the temperature-control equipment by turning off switches or similar devices; or
- (4) Disconnecting or unplugging temperature-control equipment from its power source; or
- (5) An escape of fuel or refrigerant gas from the temperature-control equipment; or
- (6) Negligent acts, including the incorrect setting of temperature, by you, your employees, authorized representatives, anyone else with an interest in the, or entrusted with the covered property.

#### **8. Untarped Freight**

This insurance does not apply to rust, oxidation of, or corrosion of Covered Property, or "loss" or damage arising out of rain, hail, sleet, snow, sand or dust.

However, this exclusion does not apply to "loss" or damage for which you are legally liable if:

- a. The Covered Property was not transported on an open topped, flatbed or curtain sided trailer; or
- b. You demonstrate that Covered Property, transported on an open topped, flatbed or curtain sided trailer, was completely and securely covered by a waterproof tarpaulin which first sustained damage by an accident arising out of a peril not otherwise excluded, through which rain, hail, snow, sand, or dust entered.

#### **9. Utility Services**

The failure of power, communication, water or other utility service supplied to the "terminal" listed on the "Schedule of Terminals", however caused, if the failure:

- a. Originates away from the "terminal" listed on the "Schedule of Terminals"; or

- b. Originates at the "terminal" listed on the "Schedule of Terminals", but only if such failure involves equipment used to supply the utility service to the "terminal" listed on the "Schedule of Terminals", from a source away from the "terminal" listed on the "Schedule of Terminals".

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

"Loss" or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

However, we will pay for direct "loss" or damage if the failure or surge of power, or the failure of communication, water or other utility service, results in fire, explosion or theft if these causes of loss would be covered under this Coverage Form.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

### C. Limits Of Insurance

The most we will pay for "loss" or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

### 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 Limit of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted "loss" or damage in excess of the Deductible, up to the applicable Limit of Insurance.

However, at our option, we may pay all or a portion of the deductible amount to settle a loss or "suit". If we do pay all or a portion of the deductible amount, you must promptly reimburse us for the amount we paid.

For "losses" caused by mechanical breakdown and/or electrical failure of temperature-control equipment, the Deductible will be \$2,500 or the amount listed in the Declarations, whichever is higher.

### E. Additional Conditions

- 1. The **Valuation** condition in the Commercial Inland Marine Conditions is replaced by the following:

The value of property will be the least of the following amounts:

- a. The cost of reasonably restoring that property to its condition immediately before "loss";

- b. The cost of replacing that property with substantially identical property;
- c. The value, if any, stated in the bill of lading or shipping receipt; or
- d. The limitation stated in the tariff.

In the event of "loss", the value of property will be determined as of the time of "loss" or damage. However, if the Covered Property was sold under invoice, the value of the Covered Property will be the actual net invoice price, including freight.

- 2. The **Appraisal** condition in the Commercial Inland Marine Conditions is amended to include the following:

We are entitled to exercise all of your rights in the choice of arbitrators and the conduct of any arbitration proceeding, except when the proceeding is between us and you.

- 3. The **Policy Period, Coverage Territory** condition in the Commercial Inland Marine Conditions is amended to include the following:

We cover property in the due course of transit wherever located within:

- a. The continental United States; and
- b. Canada.

We do not cover shipments to or from Alaska or Hawaii.

### 4. Bankruptcy

If you or your estate go bankrupt or become insolvent, we will continue to fulfill our duties and obligations under this Coverage Form.

### 5. Fines, Assessments and Penalties

We will not pay any costs, fines, assessments or penalties including; but not limited to; attorney fees and court costs, which you incur as a result of your violation on any law or regulation relating to the delay in payment, denial or settlement of any "loss".

### 6. Your Reimbursement To Us

You must reimburse us all sums paid on your behalf for a "loss" that we have paid. This includes:

- a. Sums that we would not have been required to pay except for the attachment to this policy of any federal, state, or other regulatory endorsement;
- b. Deductibles to settle "suits".

You must reimburse us within 30 days after we have notified you that we have paid a sum on your behalf.

## 7. Protective Safeguards

You are required to maintain the protective equipment and services you have in operation for your property at the time this policy goes into effect. You must give us notice as soon as reasonably possible if the equipment is no longer installed, cannot work properly or the services are reduced.

If you fail to maintain the protective equipment and services, we will not pay you for "loss" by theft and your insurance for theft of Covered Property will be suspended until the equipment and services are restored.

## F. Definitions

1. "Accident" means:
  - a. Upset or overturn of the transporting "vehicle"; or
  - b. The violent and accidental contact of the transporting "vehicle" with another "vehicle" or object, but not including contact with:
    - (1) the road or street, roadbed or curbing, runways, loading docks, marine docks, piers, wharves; or
    - (2) railroad ties, rails or ties of street, steam or electric railroad; or
    - (3) any stationary object while backing for loading or unloading purposes; or
    - (4) any other "vehicle" during coupling.
2. "Loss" means accidental loss or damage.
3. "Occurrence" means all loss attributable directly or indirectly to one cause, event, incident or repeated exposure to the same cause, event or incident, or to one series of similar causes, events, incidents or repeated exposures to the same cause, event or incident, first occurring in the policy period.

All such loss will be treated as one "occurrence" irrespective of the period of time or area over which such loss occurs, unless a specific period of time is included in this policy. The most we will pay for loss in any one "occurrence" is the applicable limit of insurance shown on the Declarations.
4. "Pollutants" means
  - a. Any solid, liquid, gaseous or thermal irritant or contaminant, including vapor, fumes, acids, soot, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed; and
  - b. Organisms or micro-organisms including bacteria, fungus, mold or their spores or products; and
  - c. Viruses or other pathogens; and
5. "Schedule of Terminals" means the detailed location information and limits for each covered location listed on the schedule form and attached to the policy.
6. "Terminal" means a location used for the handling of covered property for a period of time not exceeding thirty days from the date of arrival, but in no event to exceed the period of time for which you are liable.
7. "Motor carrier" means:
  - a. A common carrier trucker; or
  - b. A contract trucker; or
  - c. Other trucker for hire.
8. "Suit" means a civil proceeding in which damages, because of loss to which this insurance applies, are alleged. "Suit" includes:
  - a. An arbitration proceeding in which such damages are claimed and to which you must submit or submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
9. "Vehicle" means any automobile, van, truck, tractor, trailer, semi-trailer, or any combination of these. But the definition of vehicle does not apply to automobiles, vans, trucks, tractors, or semi-trailers transported as cargo. "Vehicle" does not include trailers you do not own.
10. "Volcanic Action" means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:
  - a. Airborne volcanic blast or airborne shock waves;
  - b. Ash, dust or particulate matter; or
  - c. Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.
- d. Electrical or magnetic emissions, whether visible or invisible, and sound emissions.

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

## TRAILER INTERCHANGE COVERAGE

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO LEGAL LIABILITY COVERAGE FORM

### SCHEDULE

<b>Limit Of Insurance</b>	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

In addition to words and phrases contained in the Commercial Motor Truck Cargo Legal Liability Coverage Form, other words and phrases that appear in quotation marks have special meaning. Refer to Paragraph **F. ADDITIONAL DEFINITIONS** of this endorsement. For the purposes of the coverage provided by this endorsement; these definitions apply in place of their definitions stated elsewhere in the policy.

The following provisions apply only with respect to Trailer Interchange Coverage provided by this endorsement.

**A. The following is added to Covered Property:**

We pay for direct physical "loss" resulting from Covered Causes of Loss to a "trailer" that you do not own but that is in your care, custody, or control and used in your business as a "motor carrier"; provided, there is a written contract executed prior to any "loss" or damage and that the "loss" or damage arises out of operations contemplated by such contract. This endorsement applies only to the person or organization designated in such contract.

The amount we will pay as damages is limited as described in paragraph **C.** of this endorsement.

**B. The following is deleted from A.3. Property Not Covered:**

- g.** Intermodal containers, trailers or any carrying conveyance;

**C. Limit Of Insurance And Deductible**

The most we will pay for "loss" or damage, to any one "trailer", in any one "occurrence" is the least of the following amounts minus any applicable deductible shown in the Declarations:

1. The actual cash value of the damaged or stolen property at the time of the "loss".
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

**3.** The Limit of Insurance shown in the Schedule.

**D. The following exclusion is added to Paragraph B. Exclusions:**

1. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
  - a.** Wear and tear, freezing, mechanical or electrical breakdown.
  - b.** Blowouts, punctures or other road damage to tires.
2. Towing or Roadside Assistance
3. Loss of Use

**E. ADDITIONAL CONDITIONS**

If other valid and collectible insurance is available to the insured for "loss" or damage we cover under this endorsement, the coverage provided by this endorsement will be excess over any other insurance, whether primary, excess, contingent or on any other basis.

**F. ADDITIONAL DEFINITIONS**

For the purposes of this coverage, the following definitions are added to the **Definitions** section:

1. **"Trailer"** means an over-the-road vehicle designed to carry cargo while being hauled by a tractor or other self-propelled power unit.  
 "Trailer" includes but is not limited to:
  - a.** Trailers, semi-trailers, automobile racks, flatbeds, lowboys, and tankers;
  - b.** Dollies used to convert semi-trailers into trailers; and
  - c.** Shipping containers designed to be attached to and transported by trailers.
 "Trailer" does not mean "Vehicle".

Form BMC-32

Approved by OMB  
2126-0017  
Expires: 02/28/2009

ENDORSEMENT FOR  
MOTOR COMMON CARRIER POLICIES OF INSURANCE  
FOR CARGO LIABILITY UNDER 49 U.S.C. 13906

Issued to \_\_\_\_\_ of \_\_\_\_\_  
Name of Motor Carrier Address of Motor Carrier (Street, City, State, Zip Code)

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_,  
Address of Insurance Office/Branch/Agency

Amending Policy No. \_\_\_\_\_ Effective Date \_\_\_\_\_,

Name of Insurance Company \_\_\_\_\_ Insurance Co. Filer # \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_ . Countersigned by \_\_\_\_\_  
Insurance Company Authorized Company Representative

The policy to which this endorsement is attached is a cargo insurance policy, and is hereby amended to assure compliance by the insured, as a common carrier of property by motor vehicle, with Section 13906, Title 49 of the United States Code, with reference to making compensation to shippers or consignees for all property belonging to shippers or consignees coming into the possession of such carrier in connection with its transportation service under certificate issued to the insured by the Federal Motor Carrier Safety Administration (FMCSA), or otherwise in transportation in interstate or foreign commerce subject to FMCSA rules and regulations.

In consideration of the premium stated in the policy to which this endorsement is attached, the Company hereby agrees to pay within the limits of liability hereinafter provided, any shipper or consignee for all loss of or damage to all property belonging to such shipper or consignee, and coming into the possession of the insured in connection with such transportation service, for which loss or damage the insured may be held legally liable, regardless of whether or not the motor vehicles, terminals, warehouses, and other facilities used in connection with the transportation of the property hereby insured are specifically described in the policy. The liability of the Company extends to such losses or damages whether occurring on the route or in the territory authorized to be served by the insured or elsewhere.

Within the limits of liability hereinafter provided, it is further understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, or any other endorsement thereon or violation thereof, or of this endorsement by the insured, shall affect in any way the right of any shipper or consignee, or relieve the Company from liability for the payment of any claim arising out of such transportation service for which the insured may be held legally liable to compensate shippers or consignees, irrespective of the financial responsibility or lack thereof or insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which this endorsement is attached are to remain in full force and effect as binding between the insured and the Company. The insured agrees to reimburse the Company for any payment made by the Company on account of any loss or damage involving a breach of the terms of the policy and for any payment that the Company would not have been obligated to make under the provisions of the policy, except for the agreement contained in this endorsement.

The liability of the Company for the limits provided in this endorsement shall be a continuing one notwithstanding any recovery hereunder. The Company shall not be liable for an amount in excess of \$5,000 in respect to all losses or damages to property hereby insured carried on any one motor vehicle, nor in any event for an amount in excess of \$10,000, in respect to any loss of or damage to or aggregate of losses or damages of or to such property occurring at any one time and place.

Whenever requested by the FMCSA, the Company agrees to furnish to the FMCSA a duplicate original of said policy and all endorsements thereon. This endorsement may not be canceled without cancellation of the policy to which it is attached. Such cancellation may be effected by the Company or the insured giving thirty (30) days notice in writing to the FMCSA at its office in Washington, D.C., said thirty (30) days notice to commence to run from the date notice is actually received at the office of said FMCSA.

*SERFF Tracking Number: REGU-125843210*

*State: Arkansas*

*Filing Company: SPARTA Insurance Company*

*State Tracking Number: EFT \$50*

*Company Tracking Number: SPARTA-IM-MTC-08*

*TOI: 09.0 Inland Marine*

*Sub-TOI: 09.0005 Other Commercial Inland Marine*

*Product Name: SPARTA Motor Truck Cargo*

*Project Name/Number: Motor Truck Cargo/SPARTA-IM-MTC-08*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: REGU-125843210

State: Arkansas

Filing Company: SPARTA Insurance Company

State Tracking Number: EFT \$50

Company Tracking Number: SPARTA-IM-MTC-08

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: SPARTA Motor Truck Cargo

Project Name/Number: Motor Truck Cargo/SPARTA-IM-MTC-08

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:**

Approved

10/06/2008

**Comments:**

**Attachment:**

AR NAIC Transmittal.pdf

**Satisfied -Name:** Filing Authorization, Explanatory  
Memo

**Review Status:**

Approved

10/06/2008

**Comments:**

**Attachments:**

1 - Filing Authorization Letter.pdf

2 - Explanatory Memorandum.pdf

## Property & Casualty Transmittal Document

<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" style="width: 100%; border-collapse: collapse; margin-bottom: 5px;"> <tr> <td style="width: 60%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b>	<b>Group NAIC #</b>
N/A	000

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
SPARTA Insurance Company	MA	20613	04-1027270	

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

6. Name and address	Title	Telephone #s	FAX #	e-mail
Jeremy W. Battles - IRC, LLC 50 Broad Street, Suite 501 New York, NY 10004	Manager	212-571-3884	212-571-2502	<a href="mailto:jeremybattles@irc.com">jeremybattles@irc.com</a>

<b>7. Signature of authorized filer</b>	
<b>8. Please print name of authorized filer</b>	Jeremy W. Battles

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

<b>9. Type of Insurance (TOI)</b>	9.0 - Inland Marine
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	9.0005 - Other Commercial Inland Marine
<b>11. State Specific Product code(s) (if applicable)[See State Specific]</b>	N/A
<b>12. Company Program Title (Marketing title)</b>	Motor Truck Cargo
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New:    Upon Approval                      Renewal:    Upon Approval
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization (if applicable)</b>	N/A
<b>17. Reference Organization # &amp; Title</b>	N/A
<b>18. Company's Date of Filing</b>	10/3/2008
<b>19. Status of filing in domicile</b>	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

**20. This filing transmittal is part of Company Tracking #** SPARTA-IM-MTC-08

**21. Filing Description** [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

SPARTA Insurance Company (SPARTA), a member of Insurance Services Office (ISO), is filing independent Commercial Inland Marine forms for its new Motor Truck Cargo program. The corresponding rates and rules are not required to be submitted.

**22. Filing Fees** (Filer must provide check # and fee amount if applicable)  
[If a state requires you to show how you calculated your filing fees, place that calculation below]

**Check #:** EFT  
**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>	SPARTA-IM-MTC-08			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	SPARTA-IM-MTC-08			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Motor Truck Cargo Carriers Declarations	IH DS 72 07 99	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
02	Trip Transit Declarations	IH DS 78 07 99	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
03	Schedule	IH 99 06 04 05	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
04	Motor Truck Cargo Legal Liability	MT 00 01 10 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
05	Trailer Interchange Coverage	MT 10 01 10 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
06	Endorsement For Motor Common Carrier Policies Of Insurance For Cargo Liability Under 49 U.S.C. 13906	MC 2414f (6/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
			<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		



**LETTER OF FILING AUTHORIZATION**

This letter will certify that Insurance Regulatory Consultants, LLC (IRC) has given full authorization to submit filings on behalf of **SPARTA Insurance Company**. This authorization extends to all correspondence regarding the filings.

Brian P. Mulroy  
Name

October 1, 2008  
Date

EVP & CUO  
Title

**SPARTA Insurance Company**  
Company Name

A handwritten signature in black ink, appearing to read "Brian P. Mulroy", is written over a horizontal line.

\_\_\_\_\_  
Signature

(860) 275-6523  
Telephone Number

**SPARTA Insurance Company; NAIC #: 000-20613; FEIN#: 04-1027270  
Motor Truck Cargo  
Commercial Inland Marine Filing  
Company Filing Designation Number: SPARTA-IM-MTC-08**

NAIC # 20613	SPARTA Insurance Company Commercial Inland Marine Motor Truck Cargo
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NAIC # 20613	SPARTA Insurance Company Commercial Inland Marine Motor Truck Cargo
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### EXPLANATORY MEMORANDUM

SPARTA Insurance Company (SPARTA), a member of Insurance Services Office (ISO), is filing independent commercial inland marine forms, rates and rules for its Motor Truck Cargo program. SPARTA is a new company with no existing commercial inland marine policyholders in your state. There is no rate impact resulting from this filing.

Below is a brief explanation of each independent form's intent:

**1. MT 00 01 (10/08) - Motor Truck Cargo Legal Liability**

Motor Truck Cargo Legal Liability coverage forms is to cover a common carrier trucking concern's liability for property of others, consisting of cargo, hauled or transported by the trucker.

**2. MT 10 01 (10/08) - Trailer Interchange Coverage**

This endorsement provides coverage for direct physical loss or damage from a covered peril to a trailer not owned by the insured but in his possession. Coverage is subject to a number of requirements, conditions and limitations.