

SERFF Tracking Number: UNFG-125303099 State: Arkansas  
First Filing Company: Lafayette Insurance Company, ... State Tracking Number: AR-PC-07-026210  
Company Tracking Number: CA-AR12012007-XX-XX-F  
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto  
Product Name: COMMERCIAL AUTO  
Project Name/Number: ARKANSAS CHANGES/CA-AR12012007-XX-XX-F

## Filing at a Glance

Companies: Lafayette Insurance Company, United Fire & Casualty Company

Product Name: COMMERCIAL AUTO SERFF Tr Num: UNFG-125303099 State: Arkansas  
TOI: 20.0 Commercial Auto SERFF Status: Closed State Tr Num: AR-PC-07-026210  
Sub-TOI: 20.0001 Business Auto Co Tr Num: CA-AR12012007-XX-XX-F State Status:

Filing Type: Form

Co Status: Reviewer(s): Betty Montesi,  
Llyweyia Rawlins  
Author: David Rude Disposition Date: 10/01/2007  
Date Submitted: 09/25/2007 Disposition Status: Approved

Effective Date Requested (New): 12/01/2007

Effective Date (New): 12/01/2007

Effective Date Requested (Renewal): 12/01/2007

Effective Date (Renewal):  
12/01/2007

## General Information

Project Name: ARKANSAS CHANGES  
Project Number: CA-AR12012007-XX-XX-F  
Reference Organization: N/A  
Reference Title: N/A  
Filing Status Changed: 10/01/2007  
State Status Changed: 09/25/2007  
Corresponding Filing Tracking Number:

Status of Filing in Domicile: Not Filed  
Domicile Status Comments:  
Reference Number: N/A  
Advisory Org. Circular: N/A

Deemer Date:

Filing Description:

File our Arkansas changes form that preserves the Garage Service Reference. We had filed a 04-06 edition of this endorsement that contained in A. Changes In Liability a. (2) Your customers, if your business is shown in the Declarations as an "auto" dealership. and (5) Your "employee" while using a covered "auto" you do not own, hire, or borrow in your business or personal affairs. This is now transferred to this 10 -07 edition. Also, we have incorporated all of the other language found in the recently approved ISO Changes CA 01 62 10 07, which would be our alternate form.

## Company and Contact

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**Filing Contact Information**

Dave Rude, Analyst drude@unitedfiregroup.com  
 118 2nd Ave SE (800) 332-7977 [Phone]  
 Cedar Rapids, IA 52407-3909 (319) 286-2570[FAX]

**Filing Company Information**

Lafayette Insurance Company CoCode: 18295 State of Domicile: Louisiana  
 118 2nd Ave SE Group Code: 248 Company Type: Property Casualty  
 PO Box 73909  
 Cedar Rapids, IA 52407-3909 Group Name: United Fire Group State ID Number:  
 (319) 399-5700 ext. [Phone] FEIN Number: 72-0232830  
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United Fire & Casualty Company CoCode: 13021 State of Domicile: Iowa  
 118 2nd Ave SE Group Code: 248 Company Type: Property Casualty  
 PO Box 73909  
 Cedar Rapids, IA 52407-3909 Group Name: United Fire Group State ID Number:  
 (319) 399-5700 ext. [Phone] FEIN Number: 42-0644327  
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**Filing Fees**

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
United Fire & Casualty Company	\$50.00	09/25/2007	15792142
Lafayette Insurance Company	\$0.00	09/25/2007	

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	10/01/2007	10/01/2007

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## Disposition

Disposition Date: 10/01/2007  
Effective Date (New): 12/01/2007  
Effective Date (Renewal): 12/01/2007  
Status: Approved  
Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	CHANGES	Approved	Yes
Form	CHANGES	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	CHANGES	CA7115	1007	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 Previous Filing #:		CA71151007.pdf
Approved	CHANGES	CA7115	0406	Endorsement/Amendment/Conditions Withdrawn	Replaced Form #:0.00 Previous Filing #:		CA71150406.pdf

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

## **ARKANSAS CHANGES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM MOTOR  
CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Arkansas, the Coverage Form is changed as follows:

### **A. Changes In Liability**

Paragraph **a.** of the **Who Is An Insured** Provision in **Section II – Liability Coverage** of the Garage Coverage Form is replaced by the following:

**a.** The following are "insureds" for covered "autos":

- (1)** You for any covered "auto".
- (2)** Your customers, if your business is shown in the Declarations as an "auto" dealership.
- (3)** Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (a)** The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
  - (b)** Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (c)** Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is your "garage operations".

**(d)** A partner (if you are a partnership), or a member (if you are a limited liability company), for a covered "auto" owned by him or her or a member of his or her household.

- (4)** Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.
- (5)** Your "employee" while using a covered "auto" you do not own, hire, or borrow in your business or your personal affairs.

**B. The Appraisal For Physical Damage Loss** Condition is replaced by the following:

- 1.** If you and we disagree on the amount of "loss", either party may make a written request for an appraisal of the "loss". However, an appraisal will be made only if both you and we agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. Each party will:
  - a.** Pay its chosen appraiser; and
  - b.** Bear the other expenses of the appraisal and umpire equally.

2. If we submit to an appraisal, we will still retain our right to deny the claim.
  3. An appraisal decision will not be binding on either party.
- C. Physical Damage Coverage is changed as follows:**
- If collision coverage, comprehensive coverage or specified causes of loss coverage is provided by this Coverage Form on at least one covered "auto", then a temporary substitute vehicle is also a covered "auto". A temporary substitute vehicle means any "auto" you do not own which is provided for your use with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
1. Breakdown;
  2. Repair; or
  3. Servicing.
- D. Changes In Conditions**
1. The **Other Insurance** Condition in the Business Auto, Business Auto Physical Damage and Garage Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is changed by adding the following:
 

When the following applies:

    - a. This Coverage Form and any other Coverage Form or policy providing liability, physical damage, uninsured and underinsured motorists coverage apply to an "auto" in a given "accident"; and
- b. This Coverage Form provides coverage to an "insured" who:
    - (1) Is engaged in the business of providing primarily private passenger vehicles to the public under a rental agreement for a period not to exceed 90 days and rents or leases the "auto" to an individual; or
    - (2) Is a duly licensed automobile dealer loaning an "auto" as a temporary replacement to a person whose "auto" is out of use because of its breakdown, repair or servicing; or
    - (3) Is a duly licensed automobile dealer and loans the "auto" out for use as a demonstrator "auto"; and
  - c. The other Coverage Form provides coverage to a person who is not working for, and not employed by, a business described in Paragraph **b.(1)**, **b.(2)** or **b.(3)** above, and who, at the time of the "accident", is operating an "auto" provided by a business described in Paragraph **b.(1)**, **b.(2)** or **b.(3)** above;
 

then the other Coverage Form is primary and this Coverage Form is excess over any coverage available to the person described in Paragraph **D.1.c.**
2. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:
 

We will be entitled to recovery only after the "insured" has been fully compensated for the "loss" or damage sustained.

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

## **ARKANSAS CHANGES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Arkansas, the Coverage Form is changed as follows:

### **A. Changes In Liability**

Paragraph **a.** of the **Who Is An Insured** Provision in **Section II – Liability Coverage** of the Garage Coverage Form is replaced by the following:

**a.** The following are "insureds" for covered "autos":

- (1)** You for any covered "auto".
- (2)** Your customers, if your business is shown in the Declarations as an "auto" dealership.
- (3)** Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (a)** The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
  - (b)** Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (c)** Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is your "garage operations".

**(d)** A partner (if you are a partnership), or a member (if you are a limited liability company), for a covered "auto" owned by him or her or a member of his or her household.

**(4)** Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

**(5)** Your "employee" while using a covered "auto" you do not own, hire, or borrow in your business or your personal affairs.

### **B. The Appraisal For Physical Damage Loss Condition is replaced by the following:**

- 1.** If you and we disagree on the amount of "loss", either party may make a written request for an appraisal of the "loss". However, an appraisal will be made only if both you and we agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. Each party will:
  - a.** Pay its chosen appraiser; and
  - b.** Bear the other expenses of the appraisal and umpire equally.

2. If we submit to an appraisal, we will still retain our right to deny the claim.
3. An appraisal decision will not be binding on either party.

**C. Physical Damage Coverage is changed as follows:**

If collision coverage, comprehensive coverage or specified causes of loss coverage is provided by this Coverage Form on at least one covered "auto", then a temporary substitute vehicle is also a covered "auto". A temporary substitute vehicle means any "auto" you do not own which is provided for your use with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

1. Breakdown;
2. Repair; or
3. Servicing.

**D. Changes In Conditions**

1. The **Other Insurance** Condition in the Business Auto, Business Auto Physical Damage and Garage Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is changed by adding the following:

When this Coverage Form and any other Coverage Form or policy providing liability, physical damage, uninsured and underinsured motorists coverage apply to an "auto" and:

- a. One provides coverage to an "insured" who is a duly licensed automobile dealer; and
- b. The other provides coverage to a person not engaged in that business; and

at the time of an "accident", a person covered by a Coverage Form described in Paragraph **D.1.b.** is operating an "auto" provided by the business covered by a Coverage Form described in Paragraph **D.1.a.** as a temporary replacement or demonstrator "auto", while that person's "auto" is out of use because of its breakdown, servicing or repair, or has been offered and is being used as a demonstrator, then that person's liability, physical damage, uninsured and underinsured motorists coverage is primary and the Coverage Form issued to a business covered by a Coverage Form described in Paragraph **D.1.a.** is excess over any coverage available to the person covered by a Coverage Form described in Paragraph **D.1.b.**

2. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

We will be entitled to recovery only after the "insured" has been fully compensated for the "loss" or damage sustained.

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## **Rate Information**

Rate data does NOT apply to filing.

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## Supporting Document Schedules

		Review Status:	
<b>Bypassed -Name:</b>	Uniform Transmittal Document- Property & Casualty	Approved	10/01/2007
<b>Bypass Reason:</b>	INFORMATION IS IN THE GENERAL INFORMATION, FORM SECTION AND THE COMPANIES AND CONTACT		
<b>Comments:</b>			