

SERFF Tracking Number: ZURC-125315418 State: Arkansas
Filing Company: Empire Fire and Marine Insurance Company State Tracking Number: AR-PC-07-026352
Company Tracking Number:
TOI: 20.0 Commercial Auto Sub-TOI: 20.0002 Garage
Product Name: AR CA 26653 revision to proprietary auto endt
Project Name/Number: /

Filing at a Glance

Company: Empire Fire and Marine Insurance Company

Product Name: AR CA 26653 revision to proprietary auto endt
SERFF Tr Num: ZURC-125315418 State: Arkansas

TOI: 20.0 Commercial Auto

SERFF Status: Closed

State Tr Num: AR-PC-07-026352

Sub-TOI: 20.0002 Garage

Co Tr Num:

State Status:

Filing Type: Form

Co Status: Not Applicable

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

Author: Dannielle Curry

Disposition Date: 10/09/2007

Date Submitted: 10/05/2007

Disposition Status: Approved

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

Effective Date (New): 01/01/2008

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

Effective Date (Renewal):

01/01/2008

General Information

Project Name:

Status of Filing in Domicile:

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 10/09/2007

State Status Changed: 10/08/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We are revising our proprietary form EM 3327 (04/07) - Arkansas Garage Changes. This form is used with our Independent Auto Dealer program and attaches to our proprietary Garage Liability Coverage Tier 1 and Garage Liability Coverage Tier 2 coverage forms.

Company and Contact

Filing Contact Information

Dannielle Curry, Filing Analyst

dannielle.curry@zurichna.com

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1400 American Lane (847) 706-2411 [Phone]
Schaumburg, IL 60196 (847) 605-7768[FAX]

Filing Company Information

Empire Fire and Marine Insurance Company CoCode: 21326 State of Domicile: Nebraska
13810 FNB Parkway Group Code: 212 Company Type:
Omaha, NE 68154-5202 Group Name: State ID Number:
(402) 963-5000 ext. [Phone] FEIN Number: 47-6022701

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: filing fee \$50.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Empire Fire and Marine Insurance Company	\$50.00	10/05/2007	15980187

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	10/09/2007	10/09/2007

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Disposition

Disposition Date: 10/09/2007

Effective Date (New): 01/01/2008

Effective Date (Renewal): 01/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Arkansas Garage 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	Arkansas Garage Changes	EM 33 27	09-07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 EM3327 (04/07) Previous Filing #:		EM3327 0907 AR.pdf



Arkansas Garage Changes

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

Named Insured / Mailing Address:

Producer:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**COMMON POLICY CONDITIONS AND DEFINITIONS COVERAGE FORM
GARAGE LIABILITY COVERAGE TIER 1 AND TIER 2
GARAGE PHYSICAL DAMAGE COVERAGE FORM**

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

A. Changes in COMMON POLICY CONDITIONS AND DEFINITIONS

Section **A. COMMON POLICY CONDITIONS** is amended as follows:

1. Paragraph 1. CANCELLATION; Subparagraph **e.** is replaced by the following:

e. If this policy is cancelled,

(1) We will send the first Named "Insured" any premium refund due.

(2) We will refund the pro rata unearned premium if the policy is:

(a) Cancelled by us or at our request;

(b) Cancelled but rewritten with us or in our company group;

(c) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or

(d) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.

(3) At the request of the first Named "Insured", other than a cancellation described in **(2)(b), (c),** or **(d)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.

(4) The cancellation will be effective even if we have not made or offered a refund.

(5) At the request of the first Named "Insured", we will retain no less than \$100 of the premium.

2. The following is added to Paragraph 1. **CANCELLATION**:

h. Cancellation of Policies In Effect More Than 60 days

(1) If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (c) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
- (d) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
- (e) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
- (f) A material violation of a material provision of the policy.

(2) If we cancel for:

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

3. The following Condition is added to Section A. **COMMON POLICY CONDITIONS** and supersedes any other provision to the contrary:

NONRENEWAL

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

- (1) Its expiration date; or
- (2) Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

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

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

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

4. Paragraph 10. **APPRAISAL FOR PHYSICAL DAMAGE LOSS** is replaced by the following:

a. 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 difference to the umpire. Each party will:

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

- b. If we submit to an appraisal, we will still retain our right to deny the claim.
 - c. An appraisal decision will not be binding on either party.
5. The following is added to Paragraph **11. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US:**
- We will be entitled to recovery only after the “insured” has been fully compensated for the “loss” or damage sustained.
6. Paragraph **16. OTHER INSURANCE** is changed by adding the following:
- c. When this Coverage form or any other Coverage Form or policy providing liability, physical damage, uninsured and underinsured motorists coverage apply to an “auto” in a given “accident”; and:
 - d. 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
 - e. The other coverage form provides coverage to a person who is not working for, and not employed by, a business described in **d.(1), d.(2), or d.(3)** above, and who, at the time of the “accident”, is operating an “auto” provided by a business described in Paragraphs **d.(1), d.(2) or d.(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 **e.**

B. Changes in GARAGE LIABILITY COVERAGE

1. Section **D. WHO IS INSURED**, Paragraph **1.** is replaced by the following:

The following are "insureds" for “covered autos”:

- a. You for any “covered auto”.
 - b. Your customers.
 - c. Anyone else while using with your permission a “covered auto” you own, hire or borrow except as set forth in **WHO IS NOT INSURED** below.
 - d. Anyone liable for the conduct of an “insured” described above, but only to the extent of that liability.
 - e. Your “employee” while using a “covered auto” you do not own, hire, or borrow in your business or your personal affairs.
2. Section **E. WHO IS NOT INSURED**, Paragraph **4.** is deleted in its entirety.

C. Changes in GARAGE PHYSICAL DAMAGE COVERAGE

GARAGE PHYSICAL DAMAGE 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.

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Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document- Property & Casualty	Review Status: Approved	10/09/2007
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Comments:

Attachment:

ARPCTD-1.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="border: none;">New Business</td> <td style="border: none; width: 100px;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
Zurich North America	212-

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Empire Fire and Marine	NE	212-21326	47-6022701	

5. Company Tracking Number	AR CA 26653
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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
	Dannielle Curry	Filing Analyst	847-706-2411	847-605-7768	dannielle.curry@zurichna.com

7.	Signature of authorized filer	
8.	Please print name of authorized filer	Dannielle Curry

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

9.	Type of Insurance (TOI)	Commercial Auto - 19.2, 21.2
10.	Sub-Type of Insurance (Sub-TOI)	Liability & Physical Damage -- 19-2002, 21.2000
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	20.0
12.	Company Program Title (Marketing title)	
13.	Filing Type	<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)
14.	Effective Date(s) Requested	New: 01-01-08 Renewal: 01-01-08

These pages are informational only and do not need to be submitted with your filings!

Notes for Uniform Property & Casualty Transmittal Document

DESCRIPTION OF ITEMS IN THE PROPERTY AND CASUALTY TRANSMITTAL DOCUMENT

- 1. Reserved for Insurance Dept. Use Only**—this section is for anything the Dept. wishes to capture—such as date stamps, approval stamps, check routing numbers, accounting codes, etc.
- 2. Insurance Department Use Only Box:** Includes the following information: (It is up to the state to determine which, if any, of this info they wish to record—or it may be recorded in #1 box with stamps (for example))
 - a. Date the filing is received by the Insurance Dept.**
 - b. Analyst**—lead analyst who reviewed the filing and assigns final disposition
 - c. Disposition**—this is the disposition that the Dept. assigns—authorized, approved, filed, withdrawn, disapproved, informational only, etc.
 - d. Date of Disposition of the filing**—date filing is finished
 - e. Effective Date of the Filing**—date the filing goes into effect. This date may vary by state—it might be the “approval” date in some states. It might be the implementation date in some states. It might be the received date in some states. The Dept. should use the date that is applicable in their state.
 - f. State Filing #:** The number the state assigns to the filing (if applicable).
 - g. SERFF Filing #:** Some states may use SERFF to track paper filings and will use that SERFF assigned number.
 - h. Subject Codes** – This field is intended to capture one or more Subject Codes for states to track particular attributes of a filing, such as mold exclusions. The codes or terms used would be variable by state.
- 3. Group Name and Group NAIC #** as assigned by NAIC.
- 4. Company Name(s), State of Domicile, NAIC #, FEIN#, State #:** Every company to which this filing applies must be listed and the company information must be supplied, with the exception of the State # (the company specific code) if not available or not required by the filing jurisdiction. A filing that lists a group without supplying company info will not be accepted in most states.
- 5. Company Tracking Number:** The filing number assigned by the insurance company, if any.
- 6. Contact Info of Filer or Corporate Officer:** The company should supply the information on the person the state should contact if there is a question/problem with the filing. If there is more than one person (perhaps, one for rates, one for forms) then both should be listed.
- 7. Signature of authorized filer:** Some states require a signature of the authorized filer. If the filer is third party, a letter of authorization from the insurer must be submitted according to state requirements.
- 8. Please print name of authorized filer:** So we can decipher #7 above!
- 9. Type of Insurance (TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Type of Insurance” and roughly corresponds to the annual statement line of business.
- 10. Sub-type of Insurance (Sub-TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Sub-Type of Insurance”.
- 11. State Specific Product code(s):** See State Specific Requirements for these codes
- 12. Company Program Title:** Marketing title, if applicable.
- 13. Filing Type:** Choices are Rate/Loss Cost; Rules; Rates/Rules; Forms; Withdrawal; Other.

14. Effective Date Requested: This is the effective date the company requested when they made the filing. It is not necessarily the date the filing officially becomes effective. This is also where the company can indicate the different effective dates for new or renewal business.

15. Reference Filing: Yes/No

16. Reference Organization (if applicable): The name of the advisory organization—i.e. ISO, NCCI, AAIS, etc. or an Insurance Company name if “me too filing” is permitted. Some states allow companies to reference another company’s filing. A “me too” filing is when one company adopts another company’s filing. Usually they are not part of the same group. You should check with each state to determine their rules on these filings. If permitted, use this area to indicate either an advisory organization name or “me too” company name.

17. Reference Organization Number & Title (if applicable): This is the unique number that the reference organization gives to the filing. It is generally not the same number as the circular number.

18. Company’s Date of filing: The date the company sends the filing.

19. Status of filing in domicile: Place for the company to show if filing has been filed in domicile and its status.

20. This filing transmittal is part of Company Tracking #: This ties all of the pages of the transmittal to the same filing. It is helpful for the state.

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

22. Filing Fees: Please refer to each state’s checklist for additional state specific requirements or instructions on calculating fees.