

SERFF Tracking Number: ZURC-125381705 State: Arkansas  
Filing Company: Empire Fire and Marine Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: AR CM 26839  
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine  
Product Name: Forms for the Rental Counter Products  
Project Name/Number: /AR CM 26839

## Filing at a Glance

Company: Empire Fire and Marine Insurance Company

Product Name: Forms for the Rental Counter SERFF Tr Num: ZURC-125381705 State: Arkansas

Products

TOI: 09.0 Inland Marine

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 09.0005 Other Commercial Inland Marine

Co Tr Num: AR CM 26839

State Status: Fees verified and received

Filing Type: Form

Co Status: Not Applicable

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

Author: Paula Bartell

Disposition Date: 01/16/2008

Date Submitted: 12/07/2007

Disposition Status: Approved

Effective Date Requested (New): 03/01/2008

Effective Date (New): 03/01/2008

Effective Date Requested (Renewal): 03/01/2008

Effective Date (Renewal): 03/01/2008

State Filing Description:

## General Information

Project Name:

Status of Filing in Domicile: Not Filed

Project Number: AR CM 26839

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 01/16/2008

State Status Changed: 12/10/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

In accordance with the filing requirements of your state, we hereby enclose for your review and approval the forms for our Rental Counter Products - Inland Marine Cargo and Tow. This new program is available over the counter at rental agencies.

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 Project Name/Number: /AR CM 26839

## Company and Contact

### Filing Contact Information

Paula Bartell, Project Manager paula.bartell@zurichna.com  
 1400 American Lane (847) 605-6177 [Phone]  
 Schaumburg, IL 60196-1056 (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: \$50.00 per filing  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Empire Fire and Marine Insurance Company	\$50.00	12/07/2007	17011678

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	01/16/2008	01/16/2008

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	12/10/2007	12/10/2007	Paula Bartell	01/16/2008	01/16/2008

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## Disposition

Disposition Date: 01/16/2008

Effective Date (New): 03/01/2008

Effective Date (Renewal): 03/01/2008

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	Extended Coverage for Vehicles Being Transported	Approved	Yes
Form	Master Declarations For Rental Operator (Policyholder)	Approved	Yes
Form	Truck Cargo Insurance Policy Provisions	Approved	Yes
Form	Arkansas Changes	Approved	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 12/10/2007  
Submitted Date 12/10/2007  
Respond By Date 12/22/2007

Dear Paula Bartell,

The appraisal clause(s) found in this filing should be amended to comply with Ark. Code Ann. §23- 79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

The applicable provision of the Arkansas Statute of Limitations of the Arkansas General Code, allows five (5) years in which to commence litigation for this insurance contract. You may amend by extending the time limit to five (5) years or by stating, "within the time allowed by law."

Please feel free to contact me if you have questions.

Sincerely,  
Llyweyia Rawlins

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 01/16/2008  
Submitted Date 01/16/2008

Dear Llyweyia Rawlins,

### Comments:

#### Response 1

Comments: Please be advised that we will be attaching the following mandatory forms to this policy: IL 00 17 11 85 Common Policy Conditions, IL 02 31 09 07 Arkansas Changes-Cancellation and Nonrenewal, CM 00 01 09 04 Common Inland Marine Conditions and IL 01 63 09 07 Arkansas Changes. In addition we are filing a new endorsement to address the Arkansas Statutes of Limitations. I have attached endorsement EM 3828 (01/08) Arkansas Changes which will be a mandatory endorsement.

I hope that with this information, you will be in the position to complete your review of our filing and grant us approval. If I can be of further assistance, please do not hesitate to contact me.

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**Changed Items:**

No Supporting Documents changed.

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Arkansas Changes	EM 39 28	01 08	Endorsement/Amendment/Conditions	New		0	EM 3928 0108 AR Changes.pdf

No Rate/Rule Schedule items changed.

Sincerely,  
Paula Bartell

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Extended Coverage for Vehicles Being Transported	EM 31 77	10 07	Endorsement/Amendment/Conditions	New	0.00	EM3177 1007 Final.pdf
Approved	Master Declarations For Rental Operator (Policyholder)	EM 00 03	10 07	Declaration	New	0.00	EM0003 1007 Final.pdf
Approved	Truck Cargo Insurance Policy Provisions	EM 31 76	10 07	Policy/Coverage Form	New	0.00	EM3176 1007 Final.pdf
Approved	Arkansas Changes	EM 39 28	01 08	Endorsement/Amendment/Conditions	New	0.00	EM 3928 0108 AR Changes.pdf

# Extended Coverage for Vehicles Being Transported



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 following:

**Truck Cargo Insurance**

The following is added to and made a part of the above policy:

We will pay for collision damage during the "coverage period" to an "insured's" "vehicle" while being attached to, towed by or being detached from a "truck" or loaded onto, transported by or unloaded from a tow dolly or trailer.

Regardless of the number of "insureds" or claims made, the most we will pay for any one loss is \$\_\_\_\_\_ minus a deductible of \$\_\_\_\_\_.

**ADDITIONAL DEFINITION:**

The following is added to SECTION III - DEFINITIONS:

"Vehicle" means a land motor vehicle, trailer or semi trailer designed for travel on public roads. Vehicle also means motorcycle, moped, all terrain vehicles, snowmobiles, jet skis, and boats.

**Empire Fire and Marine Insurance Company • Empire Indemnity Insurance Company**  
 Executive Office: 13810 FNB Parkway • Omaha, NE 68154-5202

Empire Fire and Marine    OR     Empire Indemnity

**MASTER DECLARATIONS FOR RENTAL OPERATOR (POLICYHOLDER)**

POLICY NO. \_\_\_\_\_

RENEWAL OF \_\_\_\_\_

POLICYHOLDER NAME AND ADDRESS:

AGENT NAME AND ADDRESS:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

POLICY PERIOD: FROM \_\_\_\_\_ TO \_\_\_\_\_

12:01 A.M. Standard Time at your mailing address shown above.  
 (Unless otherwise endorsed)

**COMMERCIAL RENTAL LIABILITY COVERAGE (CRLI)**

**LIMITS OF LIABILITY**

**PREMIUM**

Bodily Injury and Property Damage Combined

\$ \_\_\_\_\_ \$ \_\_\_\_\_

Uninsured / Underinsured Motorist Coverage

Bodily Injury Per Person

\$ \_\_\_\_\_ \$ \_\_\_\_\_

Bodily Injury Per Accident (subject to the per person limit)

\$ \_\_\_\_\_

Property Damage Per Accident (if applicable)

\$ \_\_\_\_\_

Personal Injury Protection

\$ \_\_\_\_\_

**SUPPLEMENTAL RENTAL LIABILITY INSURANCE**

**LIMITS OF LIABILITY**

**PREMIUM**

Bodily Injury and Property Damage Combined

\$ \_\_\_\_\_ \$ \_\_\_\_\_

Uninsured / Underinsured Motorist Coverage

Bodily Injury Per Person

\$ \_\_\_\_\_ \$ \_\_\_\_\_

Bodily Injury Per Accident (subject to the per person limit)

\$ \_\_\_\_\_

Property Damage Per Accident (if applicable)

\$ \_\_\_\_\_

**PERSONAL ACCIDENT COVERAGE**

<b>Rentee:</b>	<b>LIMITS</b>	<b>PREMIUM</b>
Death Benefit	\$ _____	\$ _____
Medical Expense	\$ _____	
Ambulance Expense	\$ _____	
Aggregate Limit of Liability Per Accident:	\$ _____	

<b>Passenger:</b>	<b>LIMITS</b>	<b>PREMIUM</b>
Death Benefit	\$ _____	\$ _____
Medical Expense	\$ _____	
Ambulance Expense	\$ _____	

**PERSONAL PROPERTY COVERAGE**

	<b>LIMITS OF LIABILITY</b>	<b>PREMIUM</b>
Per Person	\$ _____	\$ _____
Policy Aggregate	\$ _____	

**TRUCK CARGO INSURANCE:**

	<b>LIMITS OF LIABILITY</b>	<b>DEDUCTIBLE</b>	<b>PREMIUM</b>
Cargo Coverage:	\$ _____	\$ _____	\$ _____
Towing Coverage:	\$ _____	\$ _____	\$ _____

FORMS AND ENDORSEMENTS applicable to any and all Coverage's and made a part of this policy at time of issue:

Date of Issue: \_\_\_\_\_

Countersigned By: \_\_\_\_\_  
 Authorized Representative

# Truck Cargo Insurance Policy Provisions

Throughout this policy the words “we”, “us” or “our” refer to the Company named in the Declarations. The words “you” or “your” refer to the Insured. In addition, certain words or phrases identified by quotation marks are defined in SECTION III - DEFINITIONS.

## SECTION I - CARGO INSURANCE

### A. COVERAGE

We will pay for all direct and accidental loss or damage to an “insured’s” “cargo” while transported in or on a covered “truck” during the “coverage period” if caused by fire, windstorm, cyclone, tornado, hail, explosion, flood due to rising water, overturn of “truck”, landslide or collision. Our liability will not exceed the maximum limit shown on the Declarations page.

### B. WHO IS AN INSURED

1. The following are “insureds” under this policy:
  - a. A “rentee” who has:
    - (1) Entered into a “rental agreement” with the “Policyholder” or “certificate holder”; and
    - (2) Elected in writing on the “rental agreement” to purchase and has paid for the optional Cargo Coverage.
  - b. Any “family member” of the “rentee” while traveling with the “rentee” during the “coverage period”; and
  - c. Additional drivers expressly authorized by the “policyholder” or “certificate holder” whose names appear on the “rental agreement”.
2. NONE of the following are “insureds” under this policy:
  - a. The “policyholder”, “certificate holder” or the owner of the “rental vehicle”;
  - b. Any employee, agent or “family member” of the “policyholder”, “certificate holder”, or owner of the rental “truck”; or
  - c. Anyone not specifically defined under paragraph B.1. above.

### C. LIMIT OF INSURANCE

1. The most we will pay for all direct or accidental loss or damage to “cargo” during the “coverage period” is the lesser of:
  - a. The actual cash value of the damaged “cargo” as of the time of the loss or damage; or
  - b. The cost of repairing or replacing the damaged “cargo” with other property of like kind and quality.
  - c. The limit of insurance shown on the declaration page
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

### D. DEDUCTIBLE

In any one occurrence of loss or damage to “cargo”, we will first reduce the amount of loss by the Deductible shown on the declaration page. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

### E. EXCLUSIONS

1. We will not pay for loss or damage:

- a. Caused by ice, snow, seepage, leakage, rain, dampness or moisture of any kind or from any source except as a direct result of a covered peril named under Section I A. Coverage;
- b. Sustained by 4-wheel, licensed motor vehicles;
- c. To accounts, bills, jewelry, furs, precious stones, antiques, objects of art, stamps, currency, deeds, evidence of debt, contracts, money, notes, negotiable instruments securities;
- d. Caused by neglect of the insured to take all reasonable means to save and preserve the "cargo" after any loss insured against;
- e. Caused by spoilage, discoloration, mold, rust, frost, rot, souring, steam, or changes in flavor, except when the same is the direct result of a covered peril named under Section I A. Coverage;
- f. Arising out of:
  - (1) Loading or unloading of the "truck";
  - (2) Collision of the "truck" with a towed vehicle;
  - (3) Contact of any article or object being transported with any other object except as a result of collision of the "truck", or overturn of the "truck";
- g. Due to theft, robbery or mysterious disappearance;
- h. If:
  - (1) The "insured" or driver of the "truck" steals or converts the "truck";
  - (2) The "insured" or driver uses the "truck" for business or commercial purposes;
  - (3) The "insured" or driver has given a fictitious name or false address to the "policyholder" and/or "certificate holder", its affiliates, their agent, servant or other employee; or
  - (4) The "truck" is otherwise obtained by fraud or misrepresentation;
- i. 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.
- j. To Animals or Carcasses;
- k. Arising out of the use, operation, or maintenance of the "truck" when it is in violation of the terms and conditions of the "rental agreement";
- l. Due to loss of use, delay or other consequential loss;
- m. Caused by:
  - (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharged, dispersal, release, seepage or escape of "pollutants":
    - (a) That are, or that are contained in any property that is:
      - (i) Being transported or towed by, or handled for movement into, onto or from, the covered "truck";
      - (ii) Otherwise in the course of transit by the "insured"; or
      - (iii) Being stored, disposed or, treated or processed in or upon the covered "truck".
    - (b) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "truck"; or
    - (c) After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "truck" to the place where they are finally disposed or abandoned by the "insured".
  - (2) Any loss, cost or expense arising out of any government direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "pollutants".

Paragraph m.(1) (a) (iii) does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "truck" or its parts, if:

- (1) The "pollutants" escape or are discharged, dispersed, seep or released directly from a "truck" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants".

Paragraph m.(1)(a) and (b) of this definition do not apply if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are overturned or damaged as a result of maintenance or use of a covered "truck"; and
- (2) The discharge, dispersal, release, seepage or escape of the "pollutants" is caused directly by such overturn or damage.

## **SECTION II - CONDITIONS**

### **A. GENERAL CONDITIONS**

1. **PREMIUM:** We will compute the premium for this policy on the basis stated in the Declarations. The "policyholder" or "certificate holder" will remit the premium, net of commission, to us monthly, along with summarizing reports as requested by us. The premium will be considered fully earned upon receipt and not subject to refund upon policy cancellation. This premium will be subject to an audit by our representatives.
2. **CANCELLATION:** We may cancel this policy by delivering to the "policyholder" or "certificate holder" written notice of termination at least ten (10) days before the effective date of such cancellation if canceled for nonpayment of premium; or at least thirty (30) days before the effective date if we cancel for any other reason.
3. **CHANGES:** This policy together with the "rental agreement" constitutes the entire contract of insurance. No agent has authority to change this policy or waive any of its provisions.
4. **COVERAGE TERRITORY:** We will cover loss or damage to "cargo" that occur during the "coverage period" within the United States and Canada, but only if it arises from the use of a "truck" which is rented in the United States and returned to the renting location in the United States. The coverage territory does not include Mexico.
5. **NO BENEFIT TO BAILEE:** We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provisions of this coverage form.
6. **CONCEALMENT, MISREPRESENTATION OR FRAUD:** This Coverage Form is void in any case of concealment, misrepresentation or fraud by an "insured," a "policyholder" or a "certificate holder" at any time as it relates to the application this Coverage Form, the "rental agreement" or any claim under this Form. It is also void if such person, at any time, intentionally conceals or misrepresents a material fact concerning:
  - a. This Coverage Form;
  - b. The covered "truck";
  - c. Your interest in the covered "truck";
  - d. An interest in "cargo"; or
  - e. A claim under this Coverage Form.
7. **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. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

### **B. LOSS CONDITIONS**

1. **NOTICE OF LOSS:** In case of loss or damage to covered "cargo", you must do the following:
  - a. Take immediate, reasonable steps to save and preserve the "cargo";
  - b. Give prompt notice to us or our agent;

- c. Prepare an inventory of lost or damaged personal property showing the quantity, description, actual cash value and amount of loss or damage. Attach all bills, receipts and related documents that support the figures in the inventory;
  - d. As often as reasonably required:
    - (1) Show any and all damaged property;
    - (2) Provide us with records and documents we request and permit us to make copies; and
    - (3) Provide one or more written or recorded statements, including examination(s) under oath and sign and swear to them;
  - e. Send to us, within thirty (30) days after our request, your signed, sworn proof of loss that sets forth, to the best of your knowledge and belief:
    - (1) The time and cause of loss or damage;
    - (2) Other insurance that may cover the loss;
    - (3) Changes in title or occupancy of the property during the term of the "coverage period"; and
    - (4) The inventory of damaged personal property described in paragraph 1.c. above.
2. APPRAISAL: If we and the "insured" do not agree on the amount of loss or damage, either may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will determine separately the actual cash value and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two appraisers and/or the umpire will be binding. Each party will:
- a. Pay its chosen appraiser; and
  - b. Pay one half of the expense of the umpire.
3. LEGAL ACTION AGAINST US: No one may bring a legal action against us under this Coverage Form until:
- a. There has been full compliance with all the terms of this Coverage Form; and
  - b. The action is brought within one (1) year after the "coverage period" has ended.
4. LOSS PAYMENT: We will not be liable for more than the actual cash value of the property at the time the loss or damage occurs. The loss or damage shall be ascertained or estimated according to such actual cash value with a proper deduction for depreciation. In no event shall the loss or damage exceed what it would cost to repair or replace the same with material of like kind and quality.
5. NON-OWNED PROPERTY: We will make payment for lost or damaged covered property to the owner of property you transport but do not own, but that person must either comply with all conditions of this policy or allow you to act on their behalf in such compliance.

### SECTION III - DEFINITIONS

- A. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- B. "Cargo" means personal property transported by the "insured".
- C. "Certificate holder" means the person or organization, franchisee, licensee, or association member listed as an additional "policyholder" on a Certificate of Insurance.
- D. "Coverage period" means the period of time the "rental agreement" is in affect for the rental "truck" and the "rentee".
- E. "Family member" means a person related to you by blood, marriage or adoption who is a permanent resident of your household, including a ward or foster child.
- F. "Insured" means the person or organization qualifying as an insured in the WHO IS AN INSURED provision of SECTION I, Part B.
- G. "Policyholder" means the person or organization listed in ITEM 1 of the Declarations, or its subsidiaries.
- H. "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.

- I. "Property damage" means damage to or loss of use of tangible property.
- J. "Rental agreement" means the rental contract by which the "rentee" rents or leases the rental "truck".
- K. "Rentee" means the person or organization who rents or leases a motor vehicle from the "policyholder" or "certificate holder".
- L. "Truck" means the motor vehicle other than, a private passenger motor vehicle rented or leased by the "rentee" from the "policyholder" or "certificate holder".

# Arkansas 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:

**Truck Cargo Insurance Policy**

**A. Section II – CONDITIONS, B. LOSS CONDITIONS**, paragraph **3. LEGAL ACTION AGAINST US**, **b.** is replaced with the following:

**b.** The action is brought within the time allowed by law after the “coverage period” has ended.

Signed by

\_\_\_\_\_

Authorized Representative

\_\_\_\_\_

Date

*SERFF Tracking Number:*      *ZURC-125381705*                      *State:*                      *Arkansas*  
*Filing Company:*              *Empire Fire and Marine Insurance Company*      *State Tracking Number:*      *EFT \$50*  
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*TOI:*                      *09.0 Inland Marine*                      *Sub-TOI:*                      *09.0005 Other Commercial Inland Marine*  
*Product Name:*              *Forms for the Rental Counter Products*  
*Project Name/Number:*      */AR CM 26839*

## **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 01/16/2008

**Comments:**

**Attachments:**

arfrmsched.pdf

arfrmtrans.pdf

### FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	AR CM 26839			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> <small>(Company tracking number of rate/rule filing, if applicable)</small>	N/A			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Extended Coverage for Vehicles Being Transported	EM 31 77 (10-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Master Declarations For Rental Operator (Policyholder)	EM 00 03 (10-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Truck Cargo Insurance Policy Provisions	EM 31 76 (10-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Effective March 1, 2007

**This page is informational only and do not need to be submitted with your filings!**

**Notes for Form Filing Transmittal**  
**DESCRIPTION OF ITEMS IN THE FORM FILING SCHEDULE**

**FORM FILING SCHEDULE**

- 1. 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
- 2. This filing corresponds to rate/rule filing number:** Many states require that rates and forms be submitted separately due to different review procedures that are required by law. For those states, this will tie the form filing with the associated rate filing, if there is one.
- 3. Exhibit/Form Name/Description/Synopsis:** This is a list of forms being filed. **Do not refer to the body of the filing for a separate forms listing, unless allowed by state. This is required information and is required here.** The line numbers below this are to help the Departments that track the number of forms they receive.

## 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 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					

<b>3. Group Name</b>	<b>Group NAIC #</b>
Zurich North America	212

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Empire Fire and Marine Insurance Company	NE	21326	47-6022701	00740

<b>5. Company Tracking Number</b>	<b>AR CM 26839</b>
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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
	Paula Bartell 1400 American Lane Schaumburg, Illinois 60196-1056	Business Analyst	847-605-6177	847-605-7768	paula.bartell@zurichna.com

7. Signature of authorized filer	<i>Paula Bartell</i>
8. Please print name of authorized filer	Paula Bartell

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

9. Type of Insurance (TOI)	Commercial Inland Marine
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
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: 3-1-08                      Renewal: 3-1-08



## **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.