

SERFF Tracking Number: ZURC-125395210 State: Arkansas
Filing Company: Empire Fire and Marine Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CW CA 26183
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: CW CA 26183 Commercial Auto Rental Program Adoption
Project Name/Number: /

Filing at a Glance

Company: Empire Fire and Marine Insurance Company

Product Name: CW CA 26183 Commercial Auto Rental Program Adoption SERFF Tr Num: ZURC-125395210 State: Arkansas

TOI: 20.0 Commercial Auto

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 20.0001 Business Auto

Co Tr Num: CW CA 26183

State Status: Fees verified and received

Filing Type: Form

Co Status: Not Applicable

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

Authors: Janet Mitchell, Barbara Smith

Disposition Date: 01/03/2008

Date Submitted: 12/20/2007

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:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 01/03/2008

State Status Changed: 01/03/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Filing to adopt new and revised forms and proposed changes to our current rating plan to be used with our Auto Rental Program for Commercial Auto.

SERFF Tracking Number: ZURC-125395210 State: Arkansas
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Company and Contact

Filing Contact Information

Barbara Smith, Filing Analyst barb.smith@zurichna.com
 1400 American Lane (847) 605-6291 [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	

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: AR fees = \$50 per filing
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Empire Fire and Marine Insurance Company	\$50.00	12/20/2007	17196286

SERFF Tracking Number: ZURC-125395210 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	01/03/2008	01/03/2008

SERFF Tracking Number: ZURC-125395210 State: Arkansas
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Project Name/Number: /

Disposition

Disposition Date: 01/03/2008

Effective Date (New): 03/01/2008

Effective Date (Renewal): 03/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ZURC-125395210 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 memo	Approved	Yes
Supporting Document	Forms list	Approved	Yes
Form	Premium Payment Endorsement-Gross Receipts Basis	Approved	Yes
Form	Premium Payment and Security Deposit Endorsement	Approved	Yes
Form	Franchisee/Licensee/Certificate Holder- Premium Payment and Security Deposit Endorsement	Approved	Yes
Form	Monthly Reporting Premium Payment and Security Deposit Endorsement	Approved	Yes
Form	Franchisee/Licensee/Certificate Holder- Monthly Reporting Premium Payment and Security Deposit Endorsement	Approved	Yes
Form	Corporate Limits Endorsement	Approved	Yes
Form	Catastrophe Coverage Endorsement	Approved	Yes
Form	Reimbursement for Liability and No-Fault Benefits	Approved	Yes

SERFF Tracking Number: ZURC-125395210 State: Arkansas
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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Premium Payment Endorsement-Gross Receipts Basis	EM 09 38	03 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 EM 09 38 (05 92) Previous Filing #:		EM0938 0307.pdf
Approved	Premium Payment and Security Deposit Endorsement	EM 09 39	03 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 EM 09 39 (05 92) Previous Filing #:		EM0939 0307.pdf
Approved	Franchisee/Licensee/Certificate Holder-Premium Payment and Security Deposit Endorsement	EM 09 40	03 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 EM 09 40 (05 92) Previous Filing #:		EM0940 0307.pdf
Approved	Monthly Reporting Premium Payment and Security Deposit Endorsement	EM 09 41	03 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 EM 09 41 (05 92) Previous Filing #:		EM0941 0307.pdf
Approved	Franchisee/Licensee/Certificate Holder-Monthly Reporting Premium Payment and Security Deposit Endorsement	EM 09 42	03 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 EM 09 42 (05 92) Previous Filing #:		EM0942 0307.pdf
Approved	Corporate Limits Endorsement	EM 30 16	10 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 EM 30 16 (12 94) Previous Filing #:		EM3016 1007 Corp Limits.pdf

SERFF Tracking Number: ZURC-125395210 State: Arkansas
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 Company Tracking Number: CW CA 26183
 TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
 Product Name: CW CA 26183 Commercial Auto Rental Program Adoption
 Project Name/Number: /

Approved	Catastrophe Coverage Endorsement	EM 30 17 03 07	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 EM 30 17 (06 96) Previous Filing #:	EM3017 0707 cat.pdf
Approved	Reimbursement for Liability and No-Fault Benefits	EM 39 18 11 07	Endorseme New nt/Amendm ent/Condi ons	0.00	EM3918 Ded End.pdf



ZURICH

Premium Payment Endorsement – Gross Receipts Basis

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

Named Insured / Mailing Address:

Agent:

Certificate Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**RENTAL AUTO COVERAGE FORM
EXCESS RENTAL LIABILITY COVERAGE FORM**

The **Premiums** provision below is added to **Section IV – Rental Auto Conditions, B. General Conditions** of the Rental Auto Coverage Form:

Premiums

1. The premium on this policy is calculated on a “Gross Receipts” basis, as follows:

Premium Basis:	Per \$100 of “Gross Receipts” per vehicle
Rate:	\$ _____
Vehicle Type:	\$ _____

- “Gross Receipts” means the total amount to which you are entitled for the leasing or rental of “autos” during the policy period. This consists of receipts based on time and mileage charges for each “rental agreement” you enter in to, but does not include receipts for add-on rental charges such as Collision Damage Waivers, Personal Effects and Personal Accident insurance premiums, fuel refills, drop-off fees and other miscellaneous items.
- You agree to pay us a Security Deposit. You also agree to report within 15 days of the end of each calendar month that this policy is in force your total “Gross Receipts” earned during that calendar month and pay a premium to us at the rate per \$100 of “Gross Receipts” per vehicle as shown above. During the policy period, we may examine your records to ensure that receipts are being reported in accordance with this agreement.
- As soon as practical after the expiration date or after the effective date of cancellation of the policy, we shall examine your records and issue a statement of premium adjustment showing the total earned premium during the policy period. Any additional premium due us shall be due immediately upon presentation of the statement of premium adjustment. If paid premiums plus the deposit premium exceed the total premium due, we shall return the excess premium paid to you.



ZURICH

Premium Payment and Security Deposit Endorsement

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

Named Insured / Mailing Address:

Agent:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**RENTAL AUTO COVERAGE FORM
EXCESS RENTAL LIABILITY COVERAGE FORM**

Paragraphs **A.** and **B.** below are added to **Section IV – Rental Auto Conditions, B. General Conditions** of the Rental Auto Coverage Form:

A. Security Deposit

You agree to pay a Security Deposit for this insurance as shown below:

1. At policy inception, you agree to pay us a security deposit
2. The security deposit may be adjusted by us due to mid-term changes in exposure.
3. Additional security deposits will be billed to you along with monthly premiums and will be due the same date as monthly premiums are due.
4. Security Deposits shall be held by us until policy expiration or termination. Provided all premiums due us under the policy have been paid, the security deposit shall be returned to you as soon as possible after policy expiration or termination. If premiums due us have not been paid as of policy expiration or termination, the security deposit will be used to pay such premiums and only the excess of the security deposit will be returned to you.

B. Premiums

You agree to pay Premiums for this insurance as shown below:

1. Premium payment shall be received by us no later than the 15th of each month, based upon a billing statement we shall mail to you by the 1st day of each month. The billing statement shall show the schedule of "autos" covered at any time during the previous month and the premium charges for all scheduled "autos".
2. The premium for each covered "auto" shall be:

Vehicle Type:	_____	
Liability:	\$ _____	Per Car Per Month
Physical Damage:	\$ _____	Per Car Per Month

3. The amount billed will be a pro-rata figure calculated as the monthly premium per car converted to a daily rate, times the number of days coverage.

$$\text{Daily Rate} = \frac{\text{Monthly Rate Per Car} \times 12 \text{ Month}}{360 \text{ Days}}$$

If there are more than two (2) transactions per vehicle per billing period (adds or deletes), then the amount billed will be the full monthly per car rate.

4. In the event of cancellation of this policy, premiums shall be charged for all "autos" on the schedule at the time of cancellation, based upon the rate specified above and charged for the number of days the policy was in force during the calendar month of cancellation.

C. The following is added to paragraph **A.** of the **Cancellation Common Policy Conditions:**

1. We may cancel this policy for violation of policy provisions by the Named Insured.

Failure to pay additional security deposits when due shall be cause for cancellation by us for failure to comply with policy provisions.

2. If we cancel this policy for the reason in **C.1.** above, we will follow the applicable state cancellation notice, notification and time-frame guidelines for other than non-payment of premium.



ZURICH

Franchisee/Licensee/Certificate Holder Premium Payment and Security Deposit Endorsement

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

Named Insured / Mailing Address:

Agent:

Certificate Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**RENTAL AUTO COVERAGE FORM
EXCESS RENTAL LIABILITY COVERAGE FORM**

Paragraphs **A.** and **B.** below are added to **Section IV – Rental Auto Conditions, B. General Conditions** of the Rental Auto Coverage Form:

A. Security Deposit

You, as a franchisee, licensee, certificate holder, or member of an association (here-inafter called you), agree to pay security deposits for this insurance as shown below:

1. At certificate inception, you agree to pay us a security deposit.
2. The security deposit may be adjusted by us due to mid-term changes in exposure.
3. Additional security deposits will be billed to you along with monthly premiums and will be due the same date as monthly premiums are due.
4. Security Deposits shall be held by us until policy expiration or termination. Provided all premiums due us under the policy have been paid, the security deposit shall be returned to you as soon as possible after policy expiration or termination. If premiums due us have not been paid as of the policy expiration or termination, the security deposit will be used to pay such premiums and only the excess of the security deposit will be returned to you.

B. Premiums

You, as a franchisee, licensee, certificate holder, or member of an association (here-inafter called you), agree to pay premiums for this insurance as shown below:

1. Premium payment shall be received by us no later than the 15th day of each month, based upon a billing statement we shall mail to you by the 1st day of each month. The billing statement shall show the schedule of “autos” covered at any time during the previous month and the premium charges for all scheduled “autos”.

2. The premium for each covered "auto" shall be:

Vehicle Type:	_____	
Liability:	\$ _____	Per Car Per Month
Physical Damage:	\$ _____	Per Car Per Month

3. The amount billed will be a pro-rata figure calculated as the monthly premium per car converted to a daily rate, times the number of days coverage.

$$\text{DAILY RATE} = \frac{\text{Monthly Rate Per Car} \times 12 \text{ Months}}{360 \text{ Days}}$$

If there are more than two (2) transactions per vehicle per billing period (adds or deletes), then the amount will be the full monthly per car rate.

4. In the event of cancellation of your certificate of insurance, premiums shall be charged for all "autos" on the schedule at the time of cancellation, based upon the rate specified above and the number of days the certificate was in force during the calendar month of cancellation.

C. The following is added to paragraph **A.** of the **Cancellation Common Policy Conditions:**

1. We may cancel this policy for violation of policy provisions by the Named Insured.

Failure to pay additional security deposits when due shall be cause for cancellation by us for failure to comply with policy provisions.

2. If we cancel this policy for the reason in **C.1.** above, we will follow the applicable state cancellation notice, notification and time-frame guidelines for other than non-payment of premium.



ZURICH

Monthly Reporting Premium Payment and Security Deposit Endorsement

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

Named Insured / Mailing Address:

Agent:

Certificate Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**RENTAL AUTO COVERAGE FORM
EXCESS RENTAL LIABILITY COVERAGE FORM**

Paragraphs **A.**, **B.** and **C.** below are added to **Section IV – Rental Auto Conditions, B. General Conditions** of the Rental Auto Coverage Form:

A. Security Deposit

You agree to pay security deposits for this insurance as shown below:

1. At policy inception, you agree to pay us a security deposit.
2. The security deposit may be adjusted by us due to mid-term changes in exposure.
3. Additional security deposits will be billed to you and will be due the same date as monthly premiums are due.
4. Security deposits shall be held by us until policy expiration or termination. Provided all premiums due us under the policy have been paid, the security deposit shall be returned to you as soon as possible after policy expiration or termination. If premiums due us have not been paid as of the policy expiration or termination, the security deposit will be used to pay such premiums and only the excess of the security deposit will be returned to you.

B. Monthly Reporting

You shall submit a schedule of all covered “autos” to us listing the make, model and serial number of each such covered “auto” at each location. This report shall show all covered “autos” as of the first day of each calendar month and the effective date of any addition or deletion of any covered “auto” for that calendar month. The first report shall be due the 15th day of the month following policy inception with subsequent reports being due the 15th day of each month thereafter for a total of twelve (12) monthly payments. With this schedule a Monthly Reporting Form shall be submitted reflecting the premium calculation.

C. Premiums

You agree to pay Premiums for this insurance as shown below:

1. Premium payment shall be received by us no later than the 15th day of each month, based upon a Monthly Reporting Form.
2. Premium charges will be calculated according to the Monthly Reporting Form.
3. The premium for each covered "auto" shall be:

Vehicle Type:	_____	
Liability:	\$ _____	Per Car Per Month
Physical Damage:	\$ _____	Per Car Per Month

4. The amount billed will be a pro-rata figure calculated as the monthly premium per car converted to the daily rate times the number of days coverage.

$$\text{Daily Rate} = \frac{\text{Monthly Rate Per Car} \times 12 \text{ Months}}{360 \text{ Days}}$$

If there are more than two (2) transactions per vehicle per billing period (adds or deletes), then the amount billed will be the full monthly per car rate.

5. Premium as calculated on the Monthly Reporting Form is payable directly to us by the Corporate Office no later than the 15th day of the month.
6. In the event of cancellation, premiums shall be charged for all "autos" on the schedule at the time of cancellation, based upon the rate specified on the Monthly Reporting Form and charged for the number of days, the policy was in force during the calendar month of cancellation.

D. The following is added to paragraph A. of the Cancellation Common Policy Conditions:

1. We may cancel this policy for violation of policy provisions by the Named Insured.
Failure to pay additional security deposits when due shall be cause for cancellation by us for failure to comply with policy provisions.
2. If we cancel this policy for the reason in **D.1.** above, we will follow the applicable state cancellation notice, notification and time-frame guidelines for other than non-payment of premium.



ZURICH

Franchisee/Licensee/Certificate Holder Monthly Reporting Premium Payment and Security Deposit Endorsement

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

Named Insured / Mailing Address:

Agent:

Certificate Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**RENTAL AUTO COVERAGE FORM
EXCESS RENTAL LIABILITY COVERAGE FORM**

Paragraphs **A.**, **B.** and **C.** below are added to **Section IV – Rental Auto Conditions, B. General Conditions** of the Rental Auto Coverage Form:

A. Security Deposit

You, as a franchisee, licensee, certificate holder, or member of an association (hereinafter called you), agree to pay security deposits for this insurance as shown below:

1. At certificate inception, you agree to pay us a security deposit.
2. The security deposit may be adjusted by us due to mid-term changes in exposure.
3. Additional security deposits will be billed to you and will be due the same date as monthly premiums are due.
4. Security deposits shall be held by us until policy expiration or termination. Provided all premiums due us under the policy have been paid, the security deposit shall be returned to you as soon as possible after policy expiration or termination. If premiums due us have not been paid as of the policy expiration or termination, the security deposit will be used to pay such premiums and only the excess of the security deposit will be returned to you.

B. Monthly Reporting

You shall submit a schedule of all covered autos to us listing the make, model and serial number of each such covered "auto" at each location. This report shall show all covered "autos" as of the first day of each calendar month and the effective date of any addition or deletion of any covered "auto" for that calendar month. The first report shall be due the 15th day of the month after policy inception with subsequent reports being due the 15th day of each month for a total of twelve (12) monthly payments. With this schedule a Monthly Reporting Form shall be submitted reflecting the premium calculation.

C. Premiums

You agree to pay Premiums for this insurance as shown below:

- 1. Premium payment shall be received by us no later than the 15th day of each month, based upon a Monthly Reporting Form.
- 2. Premium charges will be calculated according to the Monthly Reporting Form.
- 3. The premium for each covered "auto" shall be:

Vehicle Type:	_____	
Liability:	\$ _____	Per Car Per Month
Physical Damage:	\$ _____	Per Car Per Month

- 4. The amount billed will be a pro-rata figure calculated as the monthly premium per car converted to a daily rate times the number of days coverage.

$$\text{DAILY RATE} = \frac{\text{Monthly Rate Per Car} \times 12 \text{ Months}}{360 \text{ Days}}$$

If there are more than two (2) transactions per vehicle per billing period (adds or deletes), then the amount billed will be the full monthly per car rate.

- 5. Premium as calculated on the Monthly Reporting Form is payable directly to us by the Corporate Office no later than the 15th day of the month.
- 6. In the event of cancellation, premiums shall be charged for all "autos" on the schedule at the time of cancellation, based upon the rate specified on the Monthly Reporting Form and charged for the number of days, the certificate was in force during the calendar month of cancellation.

D. The following is added to paragraph A. of the Cancellation Common Policy Conditions:

- 1. We may cancel this policy for violation of policy provisions by the Named Insured.
Failure to pay additional security deposits when due shall be cause for cancellation by us for failure to comply with policy provisions.
- 2. If we cancel this policy for the reason in D.1. above, we will follow the applicable state cancellation notice, notification and time-frame guidelines for other than non-payment of premium.



ZURICH

Corporate Limits Endorsement

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

Named Insured / Mailing Address:

Agent:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

EXCESS RENTAL LIABILITY COVERAGE FORM

LIMITS OF LIABILITY		SCHEDULE	NAME OF CORPORATION
Bodily Injury	\$ _____	Each Person	
	\$ _____	Each Accident	
Property Damage	\$ _____	Each Person	
OR			
Bodily Injury and Property Damage	\$ _____	Each Accident	
LIMITS OF LIABILITY		SCHEDULE	NAME OF CORPORATION
Bodily Injury	\$ _____	Each Person	
	\$ _____	Each Accident	
Property Damage	\$ _____	Each Person	
OR			
Bodily Injury and Property Damage	\$ _____	Each Accident	

Section II –WHO IS AN INSURED is modified to include the following:

- e. Any “rentee” who rents a covered “auto” subject to a written agreement by you or your franchisor with an employer or financial institution under which it is agreed that you will provide primary insurance when an auto is rented by their employee or customer who pays the rental rate indicated in that agreement.
 - (1) We must have on file a list of your corporate and/or credit card accounts showing the limits you agree to provide each respective account.
 - (2) In no event shall the limits of liability available under this policy to the “rentee” or the “rentee’s” employer exceed the difference between the underlying limits of the auto liability policy for which this policy provides excess coverage and the limits show in the Schedule above.

(3) The provisions of this endorsement shall not apply if at the time of "loss" the "rentee" is found to have violated any of the terms or conditions of the individual rental agreement under which a covered "auto" is rented, and such violation in any manner contributes to the "loss".

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the policy to which this endorsement is attached other than stated above.

DRAFT

Catastrophe Coverage Endorsement



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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**BUSINESS AUTO COVERAGE FORM
RENTAL AUTO COVERAGE FORM**

A. Section III - Physical Damage Coverage is changed as follows:

1. Paragraph 1. of section **C. Limit of Insurance** is replaced by the following:

1. The most we will pay in any one "Loss" or "Loss Occurrence" is the lesser of:
 - a. The actual cash value of the damaged "autos" as of the time of the "Loss" or "Loss Occurrence";
 - b. The cost of repairing or replacing the damaged "autos" with other property of like kind and quality; or
 - c. \$_____

2. Section **D. Deductible** is replaced by the following:

For each "Loss" or "Loss Occurrence", our obligation to pay for, repair, return or replace all damaged "autos" will be reduced by \$_____ for the perils of Hail, Wind, Flood, Hurricane, Earthquake, and Storm Surge.

B. The following is added to **Section IV – Conditions**, paragraph **A. Loss Conditions**:

Any "loss" or "loss occurrence" must involve two or more covered "autos". "Losses" involving a single covered "auto" are not covered by this endorsement.

C. The following changes apply to **Section V - Definitions**:

1. For purposes of this endorsement, the following paragraph is added to the definition of "loss":

"Loss" resulting from a combination of two or more of the perils covered under this endorsement at the same time and at the same general location shall be treated as having arisen from one "loss occurrence" and not as a separate "loss occurrence" for each peril.

2. The following definition is added:

"Loss Occurrence" means:

- a. As regards the perils of wind, earthquake, flood, hurricane, storm surge or hail, "loss occurrence" shall mean all losses to covered "autos" occasioned by wind, earthquake, flood, hurricane, storm surge or hail occurring during any continuous period of 72 hours, and arising from the same atmospheric or ground disturbance.
- b. As regards "losses" caused by fire as a result of any of the aforesaid perils, "loss occurrence" shall mean all losses sustained by the "insured" during any one continuous period of 72 hours within the area of one principal municipality or county and municipalities or counties contiguous thereto.
- c. Each "loss occurrence" which involves, in whole or in part, the peril of flood shall include all losses occasioned by these perils which arise during a continuous period of 168 hours in territory forming one and the same river

basin (river basin being defined as the tributaries of said river, which flow directly into an ocean, bay or gulf, or into one of the Great Lakes of North America).

- d.** The Company may elect the time when any “loss occurrence” shall be deemed to have commenced, but the time of commencement shall not be earlier than the time of the first recorded loss to the Company in the “loss occurrence” as herein defined.

Reimbursement for Liability and No-Fault Benefits



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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Rental Auto Coverage Form
Excess Rental Liability Coverage Form

SCHEDULE	
Reimbursement per "accident"	

The following provision is added to Liability Coverage:

Liability Coverage Deductible

When payment has been made by us to settle a claim or "suit" for damages arising from any one "accident" that are payable under Liability Coverage or No-Fault Coverage, you must reimburse us up to the amount shown in the Schedule.

SERFF Tracking Number: *ZURC-125395210* *State:* *Arkansas*
Filing Company: *Empire Fire and Marine Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *CW CA 26183*
TOI: *20.0 Commercial Auto* *Sub-TOI:* *20.0001 Business Auto*
Product Name: *CW CA 26183 Commercial Auto Rental Program Adoption*
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ZURC-125395210 State: Arkansas
Filing Company: Empire Fire and Marine Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CW CA 26183
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: CW CA 26183 Commercial Auto Rental Program Adoption
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty
Review Status: Approved 01/03/2008

Comments:

Attachment:
AR PCTD.pdf

Satisfied -Name: Filing memo
Review Status: Approved 01/03/2008

Comments:

Attachment:
Memo proprietary woutUM.pdf

Satisfied -Name: Forms list
Review Status: Approved 01/03/2008

Comments:

Attachment:
List Proprietary woutUM.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 border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">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					

3. Group Name	Group NAIC #
Zurich North America	212

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

5. Company Tracking Number	CW CA 26183
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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
	Barbara Smith 1400 American Lane Schaumburg, IL 60196	Filing Analyst	847-605-6291	847-605-7768	barb.smith@zurichna.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Barbara J. Smith

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

9. Type of Insurance (TOI)	19.2, 21.2
10. Sub-Type of Insurance (Sub-TOI)	19.2002, 21.2000
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: 03/01/08 Renewal: 03/01/08

EXPLANATORY MEMORANDUM

We are revising several endorsements and created new endorsements for use use with our Rental Auto Coverage Form.

Usage rules for the endorsements are included with the submission.

EM 0938 0307 Premium Payment Endorsement – Gross Receipts Basis

We have modified this endorsement: 1) to clarify that the Premium provisions are part of the conditions section; 2) to clarify the premium basis is gross receipts per vehicle, 3) by adding an area to show the Vehicle Type, and 4) reformatting into our standard company format.

EM 0939 0307 Premium Payment and Security Deposit Endorsement

EM 0940 0307 Franchisee/Licensee/Certificate Holder Premium Payment and Security Deposit Endorsement

EM 0941 0307 Monthly Reporting Premium Payment and Security Deposit Endorsement

EM 0942 0307 Franchisee/Licensee/Certificate Holder Monthly Reporting Premium Payment and Security Deposit Endorsement

We have modified these endorsements: 1) to clarify that the Premium provisions are part of the conditions section; 2) to clarify that the Deposit is a Security deposit and not a Deposit Premium, 3) by adding an area to show the Vehicle Type with the premium, 4) adding a provision that the policy may be cancelled for failure to pay additional security deposits when due, and 5) reformatting into our standard company format.

EM 3016 1007 Corporate Limits Endorsement

This is an optional endorsement. It is used when the rental agency contracts with a company to provide higher liability limits for their employees who rent vehicles. The form has been revised 1) to clarify that it applies to the Excess Rental Liability coverage form, 2) added a place to name the corporation with which the insured has a contract, 3) added a place to show a combined single limit instead of a split limit, and 4) instead of modifying the exclusion to add coverage, we have modified the Who Is An Insured provision. We believe this is a cleaner method to provide the coverage.

EM 3017 0307 Catastrophe Coverage endorsement

This is an optional endorsement. It is used to provide the insured with one deductible for catastrophic occurrences. We have revised the form to 1) clarify that we are covering damaged autos and not stolen property, 2) added flood and hurricane as covered perils, and 3) removed mischief, vandalism, lightning or explosion as covered perils as they are not catastrophic events.

EM 3918 1107 Reimbursement for Liability and No-Fault Benefits

This is a new, optional endorsement. Some of our insureds prefer to self-insure up to the state minimum financial responsibility limits. This endorsement allows us to seek reimbursement from them for payments made to claimants.

FORMS LIST

Revised Forms		Replaced Forms		
Form Number and Edition	Title	Form Number and Edition	Title	Used with Coverage form
EM 0938 03-07	Premium Payment Endorsement - Gross Receipts Basis	EM 0938 05-92	Premium Payment Endorsement - Gross Receipts Basis	EM3001 Rental Auto Coverage form and EM3002 Excess Rental Liability Coverage form
EM 0939 03-07	Premium Payment and Security Deposit Endorsement	EM 0939 05-92	Premium Payment and Deposit Endorsement	EM3001 Rental Auto Coverage form and EM3002 Excess Rental Liability Coverage form
EM 0940 03-07	Franchisee/Licensee/Certificate Holder - Premium Payment and Security Deposit Endorsement	EM 0940 05-92	Franchisee/Licensee/Certificate Holder - Premium Payment and Deposit Endorsement	EM3001 Rental Auto Coverage form and EM3002 Excess Rental Liability Coverage form
EM 0941 03-07	Monthly Reporting Premium Payment and Security Deposit Endorsement	EM 0941 05-92	Monthly Reporting Premium Payment and Deposit Endorsement	EM3001 Rental Auto Coverage form and EM3002 Excess Rental Liability Coverage form
EM 0942 03-07	Franchisee/Licensee/Certificate Holder - Monthly Reporting Premium Payment and Security Deposit Endorsement	EM 0942 05-92	Franchisee/Licensee/Certificate Holder - Monthly Reporting Premium Payment and Deposit Endorsement	EM3001 Rental Auto Coverage form and EM3002 Excess Rental Liability Coverage form
EM 3016 10-07	Corporate Limits Endorsement	EM 3016 12-94	Corporate Limits Endorsement	EM 3002 Excess Rental Liability Coverage form
EM 3017 0307	Catastrophe Coverage Endorsement	EM 3017 06-96	Catastrophe Coverage endorsement	EM3001 Rental Auto Coverage form

New Forms		
Form Number and Edition	Title	Used with Coverage form
EM 3918 1107	Reimbursement for Liability and No-Fault Benefits	EM 3001 Rental Auto Coverage form and EM 3002 Excess Rental Liability Coverage form