

SERFF Tracking Number: SCTT-125891368 State: Arkansas  
Filing Company: National Casualty Company State Tracking Number: EFT \$50  
Company Tracking Number: PD AR04219NCF01  
TOI: 20.0 Commercial Auto Sub-TOI: 20.0002 Garage  
Product Name: Preferred Dealers Program  
Project Name/Number: File Revised PD-GAR-18 (11-08)/PD AR04219NCF01

## Filing at a Glance

Company: National Casualty Company  
Product Name: Preferred Dealers Program SERFF Tr Num: SCTT-125891368 State: Arkansas  
TOI: 20.0 Commercial Auto SERFF Status: Closed State Tr Num: EFT \$50  
Sub-TOI: 20.0002 Garage Co Tr Num: PD AR04219NCF01 State Status: Fees verified and received  
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins  
Author: Staci Baxter Disposition Date: 11/10/2008  
Date Submitted: 11/06/2008 Disposition Status: Approved  
Effective Date Requested (New): On Approval Effective Date (New): 11/10/2008  
Effective Date Requested (Renewal): On Approval Effective Date (Renewal): 11/10/2008

State Filing Description:

## General Information

Project Name: File Revised PD-GAR-18 (11-08) Status of Filing in Domicile: Not Filed  
Project Number: PD AR04219NCF01 Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 11/10/2008  
State Status Changed: 11/07/2008 Deemer Date:  
Corresponding Filing Tracking Number:

Filing Description:

National Casualty Company is filing a revised form for our Preferred Dealers Program. We request an effective date concurrent with your departments approval.

Please find attached revised PD-GAR-18 (11-08) Customer Complaint Endorsement which will replace the (1-04) edition. We have removed Exclusion 2.g. (4) contained on page 2, "Improper or inappropriate fees or charges for services by the 'insured'".

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## Company and Contact

### Filing Contact Information

Staci Baxter, Filings Analyst I baxters2@scottsdaleins.com  
 PO Box 4110 (800) 423-7675 [Phone]  
 Scottsdale, AZ 85259

### Filing Company Information

National Casualty Company	CoCode: 11991	State of Domicile: Wisconsin
PO Box 4110	Group Code: 140	Company Type:
Scottsdale, AZ 85261	Group Name:	State ID Number:
(800) 423-7675 ext. [Phone]	FEIN Number: 38-0865250	

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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation: 1 NCC form filing x \$50 = \$50  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
National Casualty Company	\$50.00	11/06/2008	23760661

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/10/2008	11/10/2008

*SERFF Tracking Number:*      *SCTT-125891368*                      *State:*                      *Arkansas*  
*Filing Company:*              *National Casualty Company*                      *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *PD AR04219NCF01*  
*TOI:*                      *20.0 Commercial Auto*                      *Sub-TOI:*                      *20.0002 Garage*  
*Product Name:*                      *Preferred Dealers Program*  
*Project Name/Number:*              *File Revised PD-GAR-18 (11-08)/PD AR04219NCF01*

## **Disposition**

Disposition Date: 11/10/2008

Effective Date (New): 11/10/2008

Effective Date (Renewal): 11/10/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SCTT-125891368 State: Arkansas  
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	CUSTOMER COMPLAINT ENDORSEMENT	Approved	Yes

SERFF Tracking Number: SC TT-125891368 State: Arkansas  
 Filing Company: National Casualty Company State Tracking Number: EFT \$50  
 Company Tracking Number: PD AR04219NCF01  
 TOI: 20.0 Commercial Auto Sub-TOI: 20.0002 Garage  
 Product Name: Preferred Dealers Program  
 Project Name/Number: File Revised PD-GAR-18 (11-08)/PD AR04219NCF01

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	CUSTOMER COMPLAINT ENDORSEMENT	PD-GAR-18	11-08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 PD-GAR-18 (1-04) Previous Filing #:		pd-gar-18 (11-08).pdf pd-gar-18 (11-08) comparison.pdf



- d. Any recall of your “products” or “work you performed” or other property of which they form a part, due to a known or suspected defect or deficiency they contain;
- e. Any of your activities as an insurance agent, insurance broker or consultant;
- f. Any liability of others assumed by an “insured” under a contract or agreement;
- g. Any “legal proceeding” arising out of:
  - (1) An alleged violation of any federal, state, or local regulation or statute which regulates truth in lending; truth in leasing; odometer or engine hour disclosure; prior damage disclosure; or competitive auto parts law;
  - (2) The failure to properly specify the name of the security interest or legal owner on title papers for property sold by your dealership operations; or
  - (3) An alleged violation of any federal, state or local Used Buyers’ Guide, including federal Regulation 455;
- h. Any operation or administration of any employee benefit program;
- i. Any “defense expenses” which are covered or potentially covered under any other coverage part in this policy;
- j. Any liability which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time; or
- k. Any “legal proceeding” seeking loss, cost or expense arising out of any:
  - (1) Request, demand, or order that any “insured” or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”; or

- (2) Claim or “legal proceeding” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of “pollutants.”

### 3. Who Is An Insured

The following are “insured” for coverage provided under this endorsement:

- a. You.
- b. Your partners (if you are a partnership), members (if you are a limited liability company), “employees,” directors or shareholders but only while acting within the scope of their duties.

### 4. Limits Of Insurance

For purposes of this endorsement:

- a. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
  - (1) “Insureds”; or
  - (2) Persons or organizations bringing any “legal proceeding.”
- b. The Annual Aggregate limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages and “defense expenses” covered under this endorsement during the Policy Period.
- c. Subject to 4.b. above, the per “legal proceeding” limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages and “defense expenses” covered under this endorsement arising out of any customer complaint, regardless of the number of “legal proceedings” initiated.

### 5. Deductible

For purposes of this endorsement, our obligation to pay damages or “defense expenses” on your

behalf applies only to the amount of damages or “defense expenses” in excess of the Deductible amount stated in the Schedule of this endorsement. The per “legal proceeding” Deductible amount shown in the Schedule of this endorsement shall apply separately to each “legal proceeding.” We may pay any part or all of the Deductible amount to effect settlement of any “legal proceeding” and upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible amount paid by us.

## 6. Conditions

- a. For purposes of this endorsement, the following is added to paragraph **2.b. Duties In The Event Of Accident, Claim, Suit Or Loss** of Subsection **A. Loss Conditions** of **SECTION V—GARAGE CONDITIONS**:

Immediately upon receipt, you must provide us with copies of any documentation, including all bills and invoices, with respect to “defense expenses.”

- b. For purposes of this endorsement, the following is added to paragraph **5. Other Insurance** of Subsection **B. General Conditions** of **SECTION V—GARAGE CONDITIONS**:

With respect to “defense expenses” covered under this endorsement, this insurance shall be excess over any other insurance, whether primary, excess, contingent or on any other basis.

- c. For purposes of this endorsement paragraph **7. Policy Period, Coverage Territory** of Subsection **B. General Conditions** of **SECTION V—GARAGE CONDITIONS** does not apply.

- d. For purposes of this endorsement, the following is added to **SECTION V—GARAGE CONDITIONS, B.General Conditions**:

### **Transfer of Duties When Limit Of Insurance is Used Up**

- (1) If we conclude that the limit of insurance is likely to be used up in the payment of judgments or settlements for damages or the payment of “defense expenses,” we will notify you, in writing, to that effect.

- (2) When the limit of insurance has actually been used up in the payment of judgments or settlements for damages or the payment of “defense expenses,” we will:

- (a) Notify you in writing, as soon as practicable, that such a limit has actually been used up and that our duty to defend the insured against “legal proceedings” seeking damages subject to that limit has also ended;

- (b) Initiate, and cooperate in, the transfer of control, to any appropriate insured, of all “legal proceedings” for which the duty to defend has ended for the reason described in **d.(1)** above and which are reported to us before that duty to defend ended; and

- (c) Take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such “legal proceedings” until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

- (3) When **d.(2)(b)** above has occurred, you and any other insured in a “legal proceeding” seeking damages subject to that limit, must:

- (a) Cooperate in the transfer of control of “legal proceedings”; and

- (b) Arrange for the defense of such “legal proceedings” within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such “legal proceedings” must be made as soon as practicable.

- (4) We will take no action with respect to defense for any “legal proceeding” if such “legal proceeding” is reported to us after the applicable limit of insurance has been used up. It becomes your responsibility and any other

insured involved in such a “legal proceeding” to arrange defense for such “legal proceeding.”

- (5) You will reimburse us as soon as practicable for expenses we incur in taking those steps we deem appropriate in accordance with paragraph d.(2) above.
- (6) The exhaustion of the applicable limit of insurance and the resulting end of our duty to defend will not be affected by our failure to comply with any of the provisions of this Condition.

#### 7. Additional Definitions

For purposes of this endorsement, the following definitions are added to **SECTION VI—DEFINITIONS**:

a. “Coverage territory” means:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;

(3) Puerto Rico; or

(4) Canada.

- b. “Defense expenses” means reasonable and necessary attorney fees, court costs, mandatory litigation expenses or other claim or investigative expenses relating to a “legal proceeding.” The determination of whether “defense expenses” are reasonable and necessary shall be made by us.
- c. “Discrimination” means violation of civil rights of a person who is within any protected class as established by any federal, state or local statutes, rules or regulations. This may include, but is not limited to, such person’s race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition.
- d. “Legal proceeding” means any civil proceeding, arbitration, mediation or any other alternative dispute resolution proceeding brought against you by or on behalf of a customer.

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AUTHORIZED REPRESENTATIVE

DATE



- d. Any recall of your “products” or “work you performed” or other property of which they form a part, due to a known or suspected defect or deficiency they contain;
- e. Any of your activities as an insurance agent, insurance broker or consultant;
- f. Any liability of others assumed by an “insured” under a contract or agreement;
- g. Any “legal proceeding” arising out of:
  - (1) An alleged violation of any federal, state, or local regulation or statute which regulates truth in lending; truth in leasing; odometer or engine hour disclosure; prior damage disclosure; or competitive auto parts law;
  - (2) The failure to properly specify the name of the security interest or legal owner on title papers for property sold by your dealership operations; or
  - (3) An alleged violation of any federal, state or local Used Buyers’ Guide, including federal Regulation 455;
  - ~~(4) Improper or inappropriate fees or charges for services by the “insured”;~~
- h. Any operation or administration of any employee benefit program;
- i. Any “defense expenses” which are covered or potentially covered under any other coverage part in this policy;
- j. Any liability which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time; or
- k. Any “legal proceeding” seeking loss, cost or expense arising out of any:
  - (1) Request, demand, or order that any “insured” or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”; or

- (2) Claim or “legal proceeding” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of “pollutants.”

### 3. Who Is An Insured

The following are “insured” for coverage provided under this endorsement:

- a. You.
- b. Your partners (if you are a partnership), members (if you are a limited liability company), “employees,” directors or shareholders but only while acting within the scope of their duties.

### 4. Limits Of Insurance

For purposes of this endorsement:

- a. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
  - (1) “Insureds”; or
  - (2) Persons or organizations bringing any “legal proceeding.”
- b. The Annual Aggregate limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages and “defense expenses” covered under this endorsement during the Policy Period.
- c. Subject to **4.b.** above, the per “legal proceeding” limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages and “defense expenses” covered under this endorsement arising out of any customer complaint, regardless of the number of “legal proceedings” initiated.

### 5. Deductible

For purposes of this endorsement, our obligation to pay damages or “defense expenses” on your

behalf applies only to the amount of damages or “defense expenses” in excess of the Deductible amount stated in the Schedule of this endorsement. The per “legal proceeding” Deductible amount shown in the Schedule of this endorsement shall apply separately to each “legal proceeding.” We may pay any part or all of the Deductible amount to effect settlement of any “legal proceeding” and upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible amount paid by us.

## 6. Conditions

- a. For purposes of this endorsement, the following is added to paragraph **2.b. Duties In The Event Of Accident, Claim, Suit Or Loss** of Subsection **A. Loss Conditions** of **SECTION V—GARAGE CONDITIONS**:

Immediately upon receipt, you must provide us with copies of any documentation, including all bills and invoices, with respect to “defense expenses.”

- b. For purposes of this endorsement, the following is added to paragraph **5. Other Insurance** of Subsection **B. General Conditions** of **SECTION V—GARAGE CONDITIONS**:

With respect to “defense expenses” covered under this endorsement, this insurance shall be excess over any other insurance, whether primary, excess, contingent or on any other basis.

- c. For purposes of this endorsement paragraph **7. Policy Period, Coverage Territory** of Subsection **B. General Conditions** of **SECTION V—GARAGE CONDITIONS** does not apply.

- d. For purposes of this endorsement, the following is added to **SECTION V—GARAGE CONDITIONS, B.General Conditions**:

### **Transfer ~~Of~~ Duties When Limit Of Insurance is Used Up**

- (1) If we conclude that the limit of insurance is likely to be used up in the payment of judgments or settlements for damages or the payment of “defense expenses,” we will notify you, in writing, to that effect.

- (2) When the limit of insurance has actually been used up in the payment of judgments or settlements for damages or the payment of “defense expenses,” we will:

- (a) Notify you in writing, as soon as practicable, that such a limit has actually been used up and that our duty to defend the insured against “legal proceedings” seeking damages subject to that limit has also ended;

- (b) Initiate, and cooperate in, the transfer of control, to any appropriate insured, of all “legal proceedings” for which the duty to defend has ended for the reason described in **d.(1)** above and which are reported to us before that duty to defend ended; and

- (c) Take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such “legal proceedings” until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

- (3) When **d.(2)(b)** above has occurred, you and any other insured in a “legal proceeding” seeking damages subject to that limit, must:

- (a) Cooperate in the transfer of control of “legal proceedings”; and

- (b) Arrange for the defense of such “legal proceedings” within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such “legal proceedings” must be made as soon as practicable.

- (4) We will take no action with respect to defense for any “legal proceeding” if such “legal proceeding” is reported to us after the applicable limit of insurance has been used up. It becomes your responsibility and any other

insured involved in such a “legal proceeding” to arrange defense for such “legal proceeding.”

- (5) You will reimburse us as soon as practicable for expenses we incur in taking those steps we deem appropriate in accordance with paragraph d.(2) above.
- (6) The exhaustion of the applicable limit of insurance and the resulting end of our duty to defend will not be affected by our failure to comply with any of the provisions of this Condition.

## 7. Additional Definitions

For purposes of this endorsement, the following definitions are added to **SECTION VI—DEFINITIONS**:

a. “Coverage territory” means:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;

(3) Puerto Rico; or

(4) Canada.

- b. “Defense expenses” means reasonable and necessary attorney fees, court costs, mandatory litigation expenses or other claim or investigative expenses relating to a “legal proceeding.” The determination of whether “defense expenses” are reasonable and necessary shall be made by us.
- c. “Discrimination” means violation of civil rights of a person who is within any protected class as established by any federal, state or local statutes, rules or regulations. This may include, but is not limited to, such person’s race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition.
- d. “Legal proceeding” means any civil proceeding, arbitration, mediation or any other alternative dispute resolution proceeding brought against you by or on behalf of a customer.

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AUTHORIZED REPRESENTATIVE

DATE

*SERFF Tracking Number:*      *SCTT-125891368*                      *State:*                      *Arkansas*  
*Filing Company:*              *National Casualty Company*                      *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *PD AR04219NCF01*  
*TOI:*                      *20.0 Commercial Auto*                      *Sub-TOI:*                      *20.0002 Garage*  
*Product Name:*                      *Preferred Dealers Program*  
*Project Name/Number:*              *File Revised PD-GAR-18 (11-08)/PD AR04219NCF01*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: SCTT-125891368 State: Arkansas  
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## Supporting Document Schedules

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

**Review Status:** Approved 11/10/2008

**Comments:**

**Attachment:**

ar 4219 pctd ncc.pdf

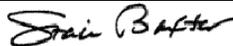
**Property & Casualty Transmittal Document**

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>	Nationwide			<b>Group NAIC #</b>	140
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>		
National Casualty Company	WI	11991	38-0865250		

<b>5. Company Tracking Number</b>	PD AR04219NCF01
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

<b>6.</b>	<b>Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
	Staci Baxter PO Box 4110 Scottsdale, AZ 85261-4110	State Filing Analyst	800-423-7675 x 3046	480-368-5820	Baxters2@scottsdalei ns.com
<b>7.</b>	Signature of authorized filer				
<b>8.</b>	Please print name of authorized filer		Staci Baxter		

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

<b>9. Type of Insurance (TOI)</b>	20.0 Commercial Auto
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	20.0002 Garage
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	
<b>12. Company Program Title (Marketing title)</b>	Preferred Dealers Program
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New: On Approval Renewal: On Approval

**Property & Casualty Transmittal Document—**

15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	November 6, 2008
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	PD AR04219NCF01
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21.	<b>Filing Description</b> [This area should be similar to the body of a cover letter and is free-form text]
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National Casualty Company is filing a revised form for our Preferred Dealers Program.

We request an effective date concurrent with your departments approval.

Please find attached revised PD-GAR-18 (11-08) Customer Complaint Endorsement which will replace the (1-04) edition. We have removed Exclusion 2.g. (4) contained on page 2, Improper or inappropriate fees or charges for services by the insured.

22.	Filing Fees (Filer must provide check # and fee amount if applicable)
[If a state requires you to show how you calculated your filing fees, place that calculation below]	
Check #: EFT Amount: \$50.00	
<b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b>	
<b>*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)</b>	