

SERFF Tracking Number: STNA-125895030 State: Arkansas  
Filing Company: State National Insurance Company Inc. State Tracking Number: EFT \$50  
Company Tracking Number: SNIC-AR-08-03  
TOI: 28.0 Credit Sub-TOI: 28.0002 Creditor-Placed Auto  
Product Name: Collateral Protection Insurance  
Project Name/Number: Revised Amendatory Endorsement/SNIC-AR-08-03

## Filing at a Glance

Company: State National Insurance Company Inc.

Product Name: Collateral Protection Insurance SERFF Tr Num: STNA-125895030 State: Arkansas  
TOI: 28.0 Credit SERFF Status: Closed State Tr Num: EFT \$50  
Sub-TOI: 28.0002 Creditor-Placed Auto Co Tr Num: SNIC-AR-08-03 State Status: Fees verified and received  
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins  
Author: Valerie Holston Disposition Date: 11/12/2008  
Date Submitted: 11/10/2008 Disposition Status: Approved  
Effective Date Requested (New): On Approval Effective Date (New): 11/12/2008  
Effective Date Requested (Renewal): On Approval Effective Date (Renewal): 11/12/2008

State Filing Description:

## General Information

Project Name: Revised Amendatory Endorsement  
Project Number: SNIC-AR-08-03

Status of Filing in Domicile: Not Filed  
Domicile Status Comments: Texas uses a state promulgated program.

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 11/12/2008

State Status Changed: 11/12/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

State National Insurance Company is submitting revised Arkansas Amendatory Endorsement AR.105-0708-50. This endorsement will replace endorsement AR.105-0391-50 - Arkansas Amendatory Endorsement. Article V. Premium and Cancellation, Article VIII. Settlement Options; Article IX. Coverage Period And Territory; Article; X. Exclusions and Article XI. Conditions are being revised for clarification of coverage.

SERFF Tracking Number: STNA-125895030 State: Arkansas  
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 Product Name: Collateral Protection Insurance  
 Project Name/Number: Revised Amendatory Endorsement/SNIC-AR-08-03

Also, during a review of our policy and certificate, we noticed a bolding error on page 4, under Article XI. Conditions B. states:

B. Other Insurance - If on the date of loss there is other insurance or indemnity in your name or for your benefit, this insurance shall be considered excess and shall not apply until all other insurance or indemnity is exhausted.

The words (date of) should not be bolded, only the word loss. The policy and certificate is being corrected to remove the bolding of the two words (date of). This is being stated on an informational basis.

## Company and Contact

### Filing Contact Information

Valerie Holston, State Filings Coordinator vholston@statenational.com  
 8200 Anderson Boulevard (800) 877-4567 [Phone]  
 Fort Worth, TX 76120 (817) 804-2930[FAX]

### Filing Company Information

State National Insurance Company Inc. CoCode: 12831 State of Domicile: Texas  
 8200 Anderson Boulevard Group Code: 93 Company Type: Property & Casualty  
 Fort Worth, TX 76120 Group Name: State ID Number:  
 (800) 877-4567 ext. [Phone] FEIN Number: 75-1980552  
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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
State National Insurance Company Inc.	\$50.00	11/10/2008	23815378

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Project Name/Number: Revised Amendatory Endorsement/SNIC-AR-08-03

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/12/2008	11/12/2008

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*Project Name/Number:* Revised Amendatory Endorsement/SNIC-AR-08-03

## **Disposition**

Disposition Date: 11/12/2008

Effective Date (New): 11/12/2008

Effective Date (Renewal): 11/12/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

*SERFF Tracking Number:* STNA-125895030      *State:* Arkansas  
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*Product Name:* Collateral Protection Insurance  
*Project Name/Number:* Revised Amendatory Endorsement/SNIC-AR-08-03

<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Supporting Document</b>	Side-by-side Comparison	Approved	Yes
<b>Form</b>	Arkansas	Approved	Yes

SERFF Tracking Number: STNA-125895030 State: Arkansas  
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 TOI: 28.0 Credit Sub-TOI: 28.0002 Creditor-Placed Auto  
 Product Name: Collateral Protection Insurance  
 Project Name/Number: Revised Amendatory Endorsement/SNIC-AR-08-03

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Arkansas	AR.105-0708-50	0708	Endorsement/Amendment/Conditions Replaced	Replaced Form #: AR.105-0391-50 Previous Filing #:		AR.105-0708-50 - Arkansas Amendatory Endorsement.pdf

STATE NATIONAL INSURANCE COMPANY, INC.

ARKANSAS AMENDATORY ENDORSEMENT  
AR.105-0708-50

The LENDER'S COLLATERAL PROTECTION POLICY and COLLATERAL PROTECTION CERTIFICATE are amended as follows:

ARTICLE V. PREMIUM AND CANCELLATION, is replaced by the following:

**ARTICLE V. PREMIUM AND CANCELLATION**

- A. Premium for a **certificate** shall be calculated in accordance with rules and rates duly filed by **us**. Ten percent of the premium will be considered **policy** fee with a minimum of \$50. The **policy** fee will be earned on a pro-rata basis over a period of three months with a minimum earned of \$50 per **certificate**.
- B. A **certificate** issued hereunder will terminate effective:
1. the effective date other **physical damage insurance** insuring **your** interest is received;
  2. the date the **finance contract** is renegotiated;
  3. the date the **collateral** is repossessed;
  4. the date the **finance contract** is paid in full;
  5. upon substitution of **borrower** or **collateral**; or
  6. upon written request stating when thereafter such cancellation shall be effective.
- C. This **policy** may be cancelled:
1. **You** may cancel this **policy** by mailing **us** written notice at the address shown in the **DECLARATIONS**, such cancellation to be effective not less than 60 days following the date of mailing.
  2. Cancellation of this **policy** shall only be effective when notice of cancellation is mailed or delivered by **us** to **you** at least twenty (20) days prior to the effective date of cancellation.  
This **policy** may be cancelled by **us** in writing after the **policy** has been in effect for 60 days or after the effective date of renewal, or an annual anniversary date only for one or more of the following reasons:
    1. Nonpayment of premium;
    2. Fraud or material misrepresentation made by **you** or with **your** knowledge in obtaining the **policy**, continuing the **policy** or in presenting a claim under the **policy**;
    3. The occurrence of a material change in the risk which substantially increases any hazard insured against after **policy** issuance;
    4. Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under this **policy**;
    5. Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the **policy**; or
    6. A material violation of a material provision of this **policy**.

If **we** cancel for nonpayment of premium, **we** will mail or deliver written notice of cancellation, stating the reason for cancellation, to **you** and any lienholder or loss payee named in the **policy** at least 20 days before the effective date of cancellation.

ARTICLE VIII. SETTLEMENT OPTIONS is replaced by the following:

**We** will pay the least of the following amounts, less any applicable deductible and uncollected **collateral** protection insurance premium:

1. cost of repair;
2. the actual cash value of the **collateral**, immediately prior to **loss** (as determined in the normal course of business), less "as is" value of **collateral**;
3. **unpaid balance**, less "as is" value of the **collateral**; or
4. the amount shown on the **certificate** as the insured amount.

ARTICLE IX. COVERAGE PERIOD AND TERRITORY is replaced by the following:

Coverage applies to **losses** which occur during the **policy** period shown on the **certificate**. At the time of the **loss** occurrence, the property must be:

1. within the United States of America:
  - (a) its territories;
  - (b) possessions;
2. within Canada; or
3. in transit between ports thereof.

ARKANSAS AMENDATORY ENDORSEMENT (Cont.)  
AR.105-0708-50

The following Exclusions are added to **ARTICLE X. EXCLUSIONS:**

9. Any exclusions that apply to a **borrower's** inforce primary **physical damage insurance**, if any, also apply to the **policy** and **certificates** issued hereunder by **us**, including, but not limited to, excluded drivers.
10. **We** will not pay **loss** directly or indirectly arising from or related to identity theft of a **borrower's** personal data. This exclusion includes, but is not limited to, theft performed by or assisted by the following entities:
  - (a) **you**;
  - (b) **your** employee(s);
  - (c) **your** officer(s);
  - (d) **your** agent(s);
  - (e) **your** third party administrator(s);
  - (f) dealership(s);
  - (g) **borrower(s)**;
  - (h) **borrower's** relatives; and
  - (i) any individual unrelated to **borrower**.

The following Conditions are added to **ARTICLE XI. CONDITIONS:**

- N. Choice of Law – The **policy** and **certificates** issued hereunder shall be interpreted to be in conformity with the applicable state law and regulation where the **policy** is issued.
- O. Conformity with State Statute – If it is found or ordered by a court or regulatory body that a term or provision of the **policy** does not conform to state law or regulation, then the **policy** shall be deemed to be amended and modified in accordance with such law.

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*Product Name:* Collateral Protection Insurance  
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## **Rate Information**

Rate data does NOT apply to filing.

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## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 11/12/2008

**Comments:**

**Attachment:**

P & C Transmittal Document.pdf

**Satisfied -Name:** Side-by-side Comparison **Review Status:** Approved 11/12/2008

**Comments:**

**Attachments:**

Side-by-side Comparison.pdf

Inserts.pdf

Property & Casualty Transmittal Document

Reset Form

**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:

New Business	
Renewal Business	

f. State Filing #:

g. SERFF Filing #:

h. Subject Codes

<b>3. Group Name</b>	State National Insurance Companies				<b>Group NAIC #</b>	093
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>		
State National Insurance Company	Texas	12831	75-2816775			

**5. Company Tracking Number** SNIC-AR-08-03

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Valerie Holston	Filings Coordinator	800-877-4567. ext 1228	817-804-2930	vholston@statenational.com
8200 Anderson Blvd. Fort Worth, Texas 76120				
7. Signature of authorized filer		<i>Valerie Holston</i>		
8. Please print name of authorized filer		Valerie Holston		

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

9. Type of Insurance (TOI)	28.2 Credit - Personal Property
10. Sub-Type of Insurance (Sub-TOI)	28.2002 Creditor-Placed Auto
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	NA
12. Company Program Title (Marketing title)	Collateral Protection Insurance Program
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:   Upon Approval   Renewal:   Upon Approval
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 10, 2008
19. Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # SNIC-AR-08-03

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

State National Insurance Company is submitting revised Arkansas Amendatory Endorsement AR 105-0708-50. This endorsement will replace endorsement AR 105-0391-50 - Arkansas Amendatory Endorsement Article V. Premium and Cancellation, Article VIII. Settlement Options; Article IX. Coverage Period And Territory, Article, X. Exclusions and Article XI. Conditions are being revised for clarification of coverage.

Also, during a review of our policy and certificate, we noticed a bolding error on page 4, under Article XI. Conditions B states:

B. Other Insurance - If on the date of loss there is other insurance or indemnity in your name or for your benefit, this insurance shall be considered excess and shall not apply until all other insurance or indemnity is exhausted.

The words (date of) should not be bolded, only the word loss. The policy and certificate is being corrected to remove the bolding of the two words (date of). This is being stated on an informational basis.

[View Complete Filing Description](#)

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

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

PC TD-1 pg 2 of 2

## 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>	SNIC-AR-08-03			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> <small>(Company tracking number of rate/rule filing, if applicable)</small>	NA			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Arkansas Amendatory Endorsement	AR. 105-0708-50	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	AR 105-0391-50	
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input 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		

PC FFS-1

STATE NATIONAL INSURANCE COMPANY, INC.

Insert A and B

ARKANSAS AMENDATORY ENDORSEMENT  
AR.105-0391-50 0708

[The Arkansas policy to which this endorsement is attached is amended as follows:]

~~ARTICLE V. PREMIUM AND CANCELLATION~~

*Article V. Premiums And Cancellations is replaced by the following:*

B A certificate issued hereunder will terminate effective:

- 1 the effective date other physical damage insurance insuring your interest is received;
- 2 the date the finance contract is renegotiated;
- 3 the date the collateral is repossessed;
- 4 the date the finance contract is paid in full;
- 5 upon substitution of borrower or collateral; or
- 6 upon written request stating when thereafter such cancellation shall be effective

C This policy may be cancelled:

Insert C, D, E and F

- 1 You may cancel this policy by mailing us written notice at the address shown in the DECLARATIONS, such cancellation to be effective not less than 60 days following the date of mailing
- 2 Cancellation of this policy shall only be effective when notice of cancellation is mailed or delivered by us to you at least twenty (20) days prior to the effective date of cancellation

This policy may be cancelled by us in writing after the policy has been in effect for 60 days or after the effective date of renewal, or an annual anniversary date only for one or more of the following reasons:

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

If we cancel for nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to you and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation

All other terms and conditions of the policy remain unchanged

**COMPLAINT NOTICE**

This notice is to advise you that should any complaints arise regarding this insurance, you may contact the agent or write to us at the following address:

Claims Administration  
State National Insurance Company, Inc  
8200 Anderson Blvd  
Fort Worth, Texas 76120  
(817) 265-2000

If the problem is not resolved, you may also write to the Arkansas Insurance Department at the following address:

Arkansas Insurance Department  
Consumer Services Division  
Third and Cross Streets  
Little Rock, AR 72201  
(501) 371-2640  
(501) 371-2749 Fax  
1-800-852-5494

Written correspondence is preferable so that a record of your inquiry is maintained

This notice of complaint procedure is for information only, and does not become a part or condition of this insurance

Changes marked: underlined text is added; text in [brackets] is deleted.

#### INSERT A

A. Premium for a certificate shall be calculated in accordance with rules and rates duly filed by us. Ten percent of the premium will be considered policy fee with a minimum of \$50. The policy fee will be earned on a pro-rata basis over a period of three months with a minimum earned of \$50 per certificate.

#### INSERT B

The LENDER'S COLLATERAL PROTECTION POLICY and COLLATERAL PROTECTION CERTIFICATE are amended as follows:

#### INSERT C

ARTICLE VIII. SETTLEMENT OPTIONS is replaced by the following:

We will pay the least of the following amounts, less any applicable deductible and uncollected collateral protection insurance premium:

1. cost of repair;
2. the actual cash value of the collateral, immediately prior to loss (as determined in the normal course of business), less "as is" value of collateral;
3. unpaid balance, less "as is" value of the collateral; or
4. the amount shown on the certificate as the insured amount.

#### INSERT D

ARTICLE IX. COVERAGE PERIOD AND TERRITORY is replaced by the following:

Coverage applies to losses which occur during the policy period shown on the certificate. At the time of the loss occurrence, the property must be:

1. within the United States of America:
  - (a) its territories;
  - (b) possessions;
2. within Canada; or
3. in transit [transported] between ports thereof.

#### INSERT E

The following Exclusions are added to ARTICLE X. EXCLUSIONS:

9. Any exclusions that apply to a borrower's inforce primary physical damage insurance, if any, also apply to the policy and certificates issued hereunder by us, including, but not limited to, excluded drivers.
10. We will not pay loss directly or indirectly arising from or related to identity theft of a borrower's personal data. This exclusion includes, but is not limited to, theft performed by or assisted by the following entities:
  - (a) you;
  - (b) your employee(s);
  - (c) your officer(s);
  - (d) your agent(s);
  - (e) your third party administrator(s);
  - (f) dealership(s);
  - (g) borrower(s);
  - (h) borrower's relatives; and
  - (i) any individual unrelated to borrower.

#### INSERT F

The following Conditions are added to ARTICLE XI. CONDITIONS:

- N. Choice of Law – The policy and certificates issued hereunder shall be interpreted to be in conformity with the applicable state law and regulation where the policy is issued.
- O. Conformity with State Statute – If it is found or ordered by a court or regulatory body that a term or provision of the policy does not conform to state law or regulation, then the policy shall be deemed to be amended and modified in accordance with such law.