

SERFF Tracking Number: ZURC-125943243 State: Arkansas
Filing Company: Empire Fire and Marine Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CW-CA-28041
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: CW-CA-28041 - Forms - Commercial Automobile Contingent Lease Liability and Physical Damage Filing
Project Name/Number: CW-CA-28041/

Filing at a Glance

Company: Empire Fire and Marine Insurance Company

Product Name: CW-CA-28041 - Forms - SERFF Tr Num: ZURC-125943243 State: Arkansas

Commercial Automobile Contingent Lease

Liability and Physical Damage Filing

TOI: 20.0 Commercial Auto

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 20.0001 Business Auto

Co Tr Num: CW-CA-28041

State Status: Fees verified and received

Filing Type: Form

Co Status: Not Applicable

Reviewer(s): Betty Montesi,
Llyweyia Rawlins

Author: Deborah Freeman

Disposition Date: 12/19/2008

Date Submitted: 12/18/2008

Disposition Status: Approved

Effective Date Requested (New): 03/01/2009

Effective Date (New): 03/01/2009

Effective Date Requested (Renewal): 03/01/2009

Effective Date (Renewal):
03/01/2009

State Filing Description:

General Information

Project Name: CW-CA-28041

Status of Filing in Domicile: Pending

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 12/19/2008

State Status Changed: 12/19/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We are submitting for review and approval the forms for our Contingent Lease Liability and Physical Damage coverage on behalf of Empire Fire and Marine Insurance Company.

We currently have Liability forms filed for Contingent Lease coverage. We are now proposing to file Physical Damage forms for Contingent Lease coverage to provide protection for the lessor of the vehicle in the event the lessee's primary

SERFF Tracking Number: ZURC-125943243 State: Arkansas
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Product Name: CW-CA-28041 - Forms - Commercial Automobile Contingent Lease Liability and Physical Damage Filing
Project Name/Number: CW-CA-28041/

physical damage insurance coverage is not collectible at the time of loss.

For your reference, the Explanatory Memorandum which has been included with this submission provides further clarification of the filing.

We request that this filing becomes effective on March 1, 2009.

Company and Contact

Filing Contact Information

Deborah Freeman, Product Analyst deborah.freeman@zurichna.com
1400 American Lane (847) 605-4238 [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: State Filing Fess Apply.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Empire Fire and Marine Insurance Company	\$50.00	12/18/2008	24621266

SERFF Tracking Number: ZURC-125943243 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	12/19/2008	12/19/2008

SERFF Tracking Number: *ZURC-125943243* *State:* *Arkansas*
Filing Company: *Empire Fire and Marine Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *CW-CA-28041*
TOI: *20.0 Commercial Auto* *Sub-TOI:* *20.0001 Business Auto*
Product Name: *CW-CA-28041 - Forms - Commercial Automobile Contingent Lease Liability and Physical Damage Filing*
Project Name/Number: *CW-CA-28041/*

Disposition

Disposition Date: 12/19/2008

Effective Date (New): 03/01/2009

Effective Date (Renewal): 03/01/2009

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ZURC-125943243 State: Arkansas
 Filing Company: Empire Fire and Marine Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: CW-CA-28041
 TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
 Product Name: CW-CA-28041 - Forms - Commercial Automobile Contingent Lease Liability and Physical Damage Filing
 Project Name/Number: CW-CA-28041/

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Supporting Document	Marked-Up Forms	Approved	Yes
Form	Contingent and Excess Liability Coverage with Interim Liability and Physical Damage Coverage	Approved	Yes
Form	Contingent Physical Damage Coverage	Approved	Yes
Form	Contingent, Excess and Interim Coverage Declarations	Approved	Yes

SERFF Tracking Number: ZURC-125943243 State: Arkansas
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 Product Name: CW-CA-28041 - Forms - Commercial Automobile Contingent Lease Liability and Physical Damage Filing
 Project Name/Number: CW-CA-28041/

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Contingent and Excess Liability Coverage with Interim Liability and Physical Damage Coverage	EM 01 60	12 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 EM 01 60 (Ed. 07/01) Previous Filing #: None	0.00	EM01601208 Contingent and Excess Liability Coverage withpdf
Approved	Contingent Physical Damage Coverage	EM 01 69	12 08	Endorsement/Amendment/Conditions		0.00	EM01691208 Contingent Physical Damage Coverage.pdf
Approved	Contingent, Excess and Interim Coverage Declarations	EM 35 94	12 08	Declaration Schedule	Replaced Form #:0.00 EM35 94 (Ed. 11/01) Previous Filing #: None		EM35941208 Contingent, Excess and Interim Coverage Declar....pdf

Contingent and Excess Liability Coverage with Interim Liability and Physical Damage Coverage



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUSINESS AUTO COVERAGE FORM

SCHEDULE	
Limit of Insurance:	Any One Accident or Loss \$

A. The following is added to Section I – Covered Autos, A. Description Of Covered Auto Designation Symbols:

Symbol	Description of Covered Auto Designation Symbol
10	<p>“Leased Auto”(s). Only those “autos” described as follows:</p> <ul style="list-style-type: none">(a) Any “auto” you lease to others for a period of not less than twelve (12) consecutive months under a written lease agreement that requires the lessee to provide primary liability insurance for you;(b) Any substitute or replacement “auto” for an “auto” described in (a) above, provided that such “auto” is leased to a lessee of an “auto” leased from you for a period of not less than twelve (12) consecutive months under a written lease agreement, that requires the lessee to provide primary liability insurance for you;(c) Autos leased, or to be leased from you but only between the time they are registered and/or titled in your name and the time of delivery to any lessee or his/her/its representative;(d) Autos titled and/or registered in your name and leased by you to any lessee, but only between the time that such an “auto” is surrendered by the lessee, or his/her/its representative, to you or your representative, and the time that any such “auto” is sold and legal transfer of ownership has been consummated.

B. The following is added to Section II - Liability Coverage, A.1. Who Is An Insured:

- a.** Paragraph **b.(4)** is deleted and the following is substituted therefor:
 - b.(4)** Anyone other than your “employees” or partners while moving property to or from a covered “auto”.
- b.** The following is added as paragraph **b. (6)**:
 - b.(6)**
 - (a)** any lessee or sub lessee;
 - (b)** Any “employee” or agent of any lessee or sub lessee;
 - (c)** Any family member or member of the household of any lessee or sub lessee;
 - (d)** Any other person or organization using a covered “auto” with the permission of any person or organization included in **(a)**, **(b)**, or **(c)** above.

But, these exceptions do not apply if, by law, this policy is required to provide liability insurance to anyone other than as described in **b.(4)** above, or to any person or organization described in **b.(6)** above.

C. Changes to Section II - Liability Coverage:

1. Paragraph **C. Limit Of Insurance** is replaced with the following:

- a. Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the limit of insurance is as follows:

(1) The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident," including all damages claimed by any one person or organization for care, loss of services or death resulting from one "bodily injury," is the limit of "Bodily Injury" Liability shown in the Declarations for each person.

(2) Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" Liability shown in the Declarations for each "accident."

(3) The most we will pay for all damages resulting from property damage" caused by any one "accident" is the limit of "Property Damage" Liability shown in the Declarations.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."

- b. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

- c. For the lessee, any sub lessee, or any "employee" or agent of either, or any person other than you, your "employees" or agents that this policy is required by law to cover, the Limit for Insurance for Liability Coverage shall be the minimum limit required by any applicable compulsory insurance or financial responsibility law of the jurisdiction where the covered "auto" is being used. The Limit of Insurance is shown in Item 3. of the Declarations.

- d. For you, your "employees" or agents, the Limit of Insurance is the amount shown in the Schedule above.

2. The following provision is added:

Liability Coverage Deductible

The damages caused in any one "accident" that would otherwise be payable under Liability Coverage will be reduced by the Contingent, Excess & Interim Liability Deductible shown in Item 3. of the Declarations prior to the application of the Limit of Insurance provision.

D. Changes to Section III – Physical Damage Coverage:

1. The following is added to **A. Coverage**

Interim Physical Damage Comprehensive and Collision coverage applies to covered "autos", but only:

- a. from the time they are registered and/or titled in your name until the time they are delivered to any lessee or representative of a lessee; and
- b. from the time the covered "auto" is surrendered by the lessee to you or your representative, until such auto is sold and the legal transfer of ownership consummated.

2. The following is added to **C.1. Limit Of Insurance:**

- c. or the maximum Limit of Insurance shown in Item 4. of the Declarations.

Additional paragraph c. only applies to Interim Physical Damage Comprehensive and Collision coverage.

3. The following is added to **D. Deductible:**

A per claim deductible applies to Interim Physical Damage Comprehensive and Collision coverage. The deductible is shown in Item 4. of the Declarations

E. Section IV - Business Auto Conditions, General Conditions B.5. Other Insurance is replaced by the following:

5. Other Insurance

The insurance afforded by this endorsement is excess over any other collectible insurance whether primary, excess, contingent or self insurance, unless such insurance is specifically written to apply in excess of this policy.

F. The following is added to Section IV - Business Auto Conditions, B. General Conditions:

9. Verification of Lessee's Specific Insurance

As your chosen option, you agree the method checked below, is the procedure you will follow in verifying the existence and continuance of lessee primary insurance:

- a. You will subscribe to the services of a tracking service that is approved by us for the duration of the policy term;
- b. You have agreed to require that all lessees furnish you with a Certificate of Insurance, copy of the policy or endorsement making you an additional insured on the lessee's policy as required by the leasing agreement.

Authorized Representative

Contingent Physical Damage Coverage



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUSINESS AUTO COVERAGE FORM

A. Changes to Section III – Physical Damage Coverage

1. The following is added to A. Coverage:

Contingent Physical Damage Comprehensive and Collision coverage applies to a "leased auto" subject to the following provisions:

- a.** The lessee or rentee has furnished you with a certificate of insurance, a copy of the policy or endorsement making you an additional insured on the lessee's or rentee's policy as required by the leasing or rental agreement; and
- b.** At the time of an "accident" the insurance required by the leasing agreement is not collectible.

2. The following is added to C.1. Limit Of Insurance:

- c.** or the Limit of Insurance shown in Item 6. of the Declarations.

Additional paragraph **c.** only applies to Contingent Physical Damage Comprehensive and Collision coverage.

3. The following is added to C.1. Limit Of Insurance:

- 3.** The most we will pay in aggregate for all "leased autos" damaged in the same occurrence is the Aggregate Limit of Insurance shown in Item 5. of the Declarations.

4. The following is added to D. Deductible:

A per claim deductible applies to Contingent Physical Damage Comprehensive and Collision coverage. The deductible is shown in Item 5. of the Declarations

B. Changes to Section IV - Business Auto Conditions, B. General Conditions

1. The following provision is added

If the lessee's or rentee's policy is cancelled, the insurance provided by this endorsement ends the earlier of the following dates:

- a.** The date you regain custody of the "leased auto"; or
- b.** 30 days after the effective date of cancellation of lessee's or rentee's insurance.

2. Paragraph 5. Other Insurance is replaced by the following:

5. Other Insurance

The insurance afforded by this endorsement is excess over any other collectible insurance whether primary, excess, contingent or self insurance, unless such insurance is specifically written to apply in excess of this policy.

C. The following is added to Section V - Definitions:

"Leased auto" for contingent physical damage coverage means an "auto" you lease or rent to a lessee or rentee, including any substitute or replacement "auto", under a lease or rental agreement that requires the lessee or rentee to provide primary insurance for you.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Contingent, Excess and Interim Coverage Declarations



Policy No.: _____

Renewal No.: _____

This Insurance is Provided by the Company shown below:

Item 1. Named Insured and Mailing Address

Producer Name and Mailing Address:

Item 2. Policy Period: From _____ to _____ At 12:01 a.m. Standard Time at your address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Item 3. Contingent, Excess & Interim Liability Limits:	Premium
Bodily Injury Liability	\$ _____
\$ _____ Each "Person" / \$ _____ Each "Accident"	
Property Damage	
\$ _____ Each "Accident"	
Contingent, Excess & Interim Liability Deductible: \$ _____	

Item 4. Interim Physical Damage	Limits
Maximum Limit of Insurance	\$ _____ per auto
Deductible:	\$ _____ per claim

Item 5. Contingent Physical Damage	Limits	Premium
Limit of Insurance	\$ _____ per leased auto	\$ _____
Aggregate Limit of Insurance	\$ _____ all leased autos	
Deductible:	\$ _____ per claim	

Item 6. Errors and Omissions Coverages	Limit	Premium
Truth-In-Lending & Truth-In-Leasing Errors & Omissions	_____	
Odometer & Prior Damage Disclosure Errors & Omissions	_____	\$ _____
Title Errors & Omissions Liability	_____	

Item 7. Uninsured/Underinsured Motorists and No-Fault Coverages	Limit	Premium
Uninsured Motorists Coverage	_____	\$ _____
Underinsured Motorists Coverage	_____	\$ _____
No-Fault Coverage	_____	\$ _____

Item 8. Covered Autos: Symbol 10

Item 9. Form of Named insured's Business:
 Corporation Partnership Individual Other _____

Item 10. Endorsements attached to the policy at inception: See Schedule of Forms and Endorsements

This Declaration Page with the Business Auto Coverage Form and Endorsement(s) complete this policy.

Date of Issue: _____

Authorized Representative

SERFF Tracking Number: *ZURC-125943243* *State:* *Arkansas*
Filing Company: *Empire Fire and Marine Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *CW-CA-28041*
TOI: *20.0 Commercial Auto* *Sub-TOI:* *20.0001 Business Auto*
Product Name: *CW-CA-28041 - Forms - Commercial Automobile Contingent Lease Liability and Physical Damage Filing*
Project Name/Number: *CW-CA-28041/*

Rate Information

Rate data does NOT apply to filing.

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Project Name/Number: CW-CA-28041/

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 12/19/2008

Comments:

Attachment:

NAIC PC TD-1.pdf

Satisfied -Name: Cover Letter **Review Status:** Approved 12/19/2008

Comments:

Attachment:

Cover Letter - Forms.pdf

Satisfied -Name: Explanatory Memorandum **Review Status:** Approved 12/19/2008

Comments:

Attachment:

Explanatory Memorandum Forms - No App.pdf

Satisfied -Name: Marked-Up Forms **Review Status:** Approved 12/19/2008

Comments:

Attachments:

EM0160 0701 Markup.pdf

EM3594 1101 Markup.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
Zurich North America	212

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

5. Company Tracking Number	CW-CA-28041
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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
	Deborah A. Freeman 1400 American Lane Schaumburg, IL 60196	Product Analyst	847-605-4238	847-605-7768	deborah.freeman@zurichna.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Deborah A. Freeman		

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

9.	Type of Insurance (TOI)	20.0
10.	Sub-Type of Insurance (Sub-TOI)	20.0001
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	Commercial Automobile Contingent Lease Liability and Physical Damage Forms Filing
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: 03/01/2009 Renewal: 03/01/2009
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	
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	CW-CA-28041
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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We are submitting for review and approval the forms for our Contingent Lease Liability and Physical Damage coverage on behalf of Empire Fire and Marine Insurance Company.

We currently have Liability forms filed for Contingent Lease coverage. We are now proposing to file Physical Damage forms for Contingent Lease coverage to provide protection for the lessor of the vehicle in the event the lessee's primary physical damage insurance coverage is not collectible at the time of loss.

For your reference, the Explanatory Memorandum which has been included with this submission provides further clarification of the filing.

We request that this filing becomes effective on March 1, 2009.

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]
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Check #: EFT Transmission
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.)**

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.)

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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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	Contingent and Excess Liability Coverage with Interim Liability and Physical Damage Coverage	EM 01 60 (Ed. 12/08)	[] New [X] Replacement [] Withdrawn	EM 01 60 (Ed. 07/01)	
02	Contingent Physical Damage Coverage	EM 01 69 (Ed. 12/08)	[X] New [] Replacement [] Withdrawn		
03	Contingent, Excess and Interim Coverage Declarations	EM 35 94 (Ed. 12/08)	[] New [X] Replacement [] Withdrawn	EM 35 94 (Ed. 11/01)	
04			[] New [] Replacement [] Withdrawn		
05			[] New [] Replacement [] Withdrawn		
06			[] New [] Replacement [] Withdrawn		
07			[] New [] Replacement [] Withdrawn		
08			[] New [] Replacement [] Withdrawn		
09			[] New [] Replacement [] Withdrawn		
10			[] New [] Replacement [] Withdrawn		

PC FFS-1



December 18, 2008

VIA SERFF FILING

Honorable Michael Pickens
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904

**Reference: Commercial Automobile Contingent Lease Liability and Physical Damage Forms Filing
Empire Fire and Marine Insurance Company NAIC #212-21326
Company Filing Number: CW-CA-28041**

Zurich North America

Dear Honorable Pickens:

1400 American Lane
Schaumburg, Illinois
60196-1056

In accordance with the filing requirements of your state, we hereby submit for your review and approval the forms for our Contingent Lease Liability and Physical Damage coverage on behalf of Empire Fire and Marine Insurance Company.

We currently have Liability forms filed for Contingent Lease coverage. We are now proposing to file Physical Damage forms for Contingent Lease coverage to provide protection for the lessor of the vehicle in the event the lessee's primary physical damage insurance coverage is not collectible at the time of loss.

Telephone: (847) 605-4238
Facsimile: (847) 605-7768
Internet :

www.deborah.freeman@zurichna.com

For your reference, the Explanatory Memorandum which has been included with this submission provides further clarification of the filing.

We request that this filing becomes effective on March 1, 2009.

This filing is being submitted electronically through SERFF. If you have any questions or concerns regarding this matter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Deborah A. Freeman', with a long, sweeping underline.

Deborah A. Freeman
Product Analyst
Regulatory Services
(847) 605-4238
(847) 605-7768 (FAX)
www.deborah.freeman@zurichna.com

Enclosure:

Explanatory Memorandum

We currently have Liability forms filed for Contingent Lease coverage. We are now submitting Physical Damage forms for Contingent Lease coverage to provide protection for the lessor of the vehicle in the event the lessee's primary physical damage insurance coverage is not collectible at the time of loss. Coverage will be provided by the attachment of EM 0169 1208 Contingent Physical Damage Coverage to the ISO Business Auto policy.

We are also revising the forms and declaration related to the Contingent, Excess and Interim Liability coverage. We are making these revisions to clarify and tighten the language around our original underwriting intent.

1. EM 3594 1208 Contingent, Excess and Interim Coverage Declaration:

- Renamed to Contingent, Excess and Interim Coverage (removed Liability)
- Removed the "Coverages" and Premium section. Each section will now show the Premium next to it.
- Item 3 shows the Contingent, Excess & Interim Liability Limits, Deductible Limit and Premium
- Item 4 shows the Interim Physical Damage Limit and Deductible Limit. We have removed the Interim Physical Damage coverage reference from the Declaration and added it into EM 0160. Interim Physical Damage will be provided to everyone at no additional cost.
- Item 5 shows the Contingent Physical Damage Limits, Deductible Limit and Premium, if purchased.
- Item 6 shows the E&O Coverages. The Limit will refer to the proprietary endorsements.
- Item 7 shows the UM/UIM and No-Fault Coverages. The limit will refer to the ISO state specific endorsements.

2. EM 0160 1208 Contingent, Excess and Interim endorsement

- Renamed to Contingent and Excess Liability Coverage with Interim Liability and Physical Damage Coverage
- Refer to Paragraph C.1. of the endorsement:
 - EM 0168 is the Split Limit endorsement. This endorsement replaced the Limit of Insurance in Section II Liability Coverage. EM 0160 then added two paragraphs to the same section. We found this confusing and ambiguous to replace and add language in the same place via two separate endorsements. We will withdraw EM 0168 as it has been added the text of EM 0160.
 - paragraph 1.b. was added to state that duplicate payments will not be made for medical payment or uninsured/underinsured motorists coverage. This is standard language from ISO's Limit of Insurance section.
 - paragraph 1.c is the section identifying limits for the rentee. A sentence was added to clarify that the limit is shown in Item 3 of the declarations.
 - paragraph 1.d is the section identifying limits for the owner. We removed text "provided by the coverage form" as it wasn't necessary.
- Refer to Paragraph C.2. of the endorsement: We added Liability Deductible language since the coverage has a liability deductible. This language was taken from ISO CA0301.
- Refer to Paragraph D. of the endorsement: Added the Interim Physical Damage Comprehensive and Collision coverage language

3. EM 0169 1208 Contingent Physical Damage Endorsement

This is the new endorsement that provides Contingent Comprehensive and Collision Physical Damage coverage.

4. EM 0168 0701 Split Limits endorsement

We are withdrawing this endorsement as it has been incorporated into EM 0160.

The previously approved forms: EM 0160 0701 and EM 3594 1101 are replaced by the new editions upon approval.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTINGENT AND EXCESS LIABILITY COVERAGE WITH INTERIM LIABILITY AND PHYSICAL DAMAGE COVERAGE

- Deleted: ,
- Deleted: AND
- Deleted: ¶
- Deleted: ENDORSEMENT

This endorsement modifies insurance provided under the Business Auto Coverage Form.

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective	Policy Number
Named Insured	Countersigned by

(Authorized Representative)

SCHEDULE

Limit of Insurance	Any One Accident or Loss \$
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A. The following is added to Section I – Covered Autos, A. Description Of Covered Auto Designation Symbols:

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Symbol 10 Description

- “LEASED AUTO”(s). Only those “autos” described as follows:
- (a) Any “auto” you lease to others for a period of not less than twelve (12) consecutive months under a written lease agreement that requires the lessee to provide primary liability insurance for you;
 - (b) Any substitute or replacement “auto” for an “auto” described in (a) above, provided that such “auto” is leased to a lessee of an “auto” leased from you for a period of not less than twelve (12) consecutive months under a written lease agreement, that requires the lessee to provide primary liability insurance for you;
 - (c) Autos leased, or to be leased from you but only between the time they are registered and/or titled in your name and the time of delivery to any lessee or his/her/its representative;
 - (d) Autos titled and/or registered in your name and leased by you to any lessee, but only between the time that such an “auto” is surrendered by the lessee, or his/her/its representative, to you or your representative, and the time that any such “auto” is sold and legal transfer of ownership has been consummated.

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B. The following is added to Section II - Liability Coverage, A.1. Who Is An Insured:

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- a. Paragraph b.(4) is deleted and the following is substituted therefor:
 - b.(4) Anyone other than your “employees” or partners while moving property to or from a covered “auto”.
- b. The following is added as paragraph b. (6):
 - b.(6) (a) any lessee or sub lessee;
 - (b) Any “employee” or agent of any lessee or sub lessee;

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- (c) Any family member or member of the household of any lessee or sub lessee;
- (d) Any other person or organization using a covered "auto" with the permission of any person or organization included in (a), (b), or (c) above.

But, these exceptions do not apply if, by law, this policy is required to provide liability insurance to anyone other than as described in b.(4) above, or to any person or organization described in b.(6) above.

C. Changes to Section II - Liability Coverage:

1. Paragraph C. Limit Of Insurance is replaced with the following:

a. Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the limit of insurance is as follows:

- (1) The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident," including all damages claimed by any one person or organization for care, loss of services or death resulting from one "bodily injury," is the limit of "Bodily Injury" Liability shown in the Declarations for each person.
- (2) Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" Liability shown in the Declarations for each "accident."
- (3) The most we will pay for all damages resulting from property damage" caused by any one "accident" is the limit of "Property Damage" Liability shown in the Declarations.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."

b. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

c. For the lessee, any sub lessee, or any "employee" or agent of either, or any person other than you, your "employees" or agents that this policy is required by law to cover, the Limit for Insurance for Liability Coverage shall be the minimum limit required by any applicable compulsory insurance or financial responsibility law of the jurisdiction where the covered "auto" is being used. The Limit of Insurance is shown in Item 3. of the Declarations.

d. For you, your "employees" or agents, the Limit of Insurance is the amount shown in the Schedule above.

2. The following provision is added:

D. Liability Coverage Deductible

The damages caused in any one "accident" that would otherwise be payable under Liability Coverage will be reduced by the Contingent, Excess & Interim Liability Deductible shown in Item 3. of the Declarations prior to the application of the Limit of Insurance provision.

D. Changes to Section III – Physical Damage Coverage:

1. The following is added to A. Coverage

Interim Physical Damage Comprehensive and Collision coverage applies to covered "autos", but only

a. from the time they are registered and/or titled in your name until the time they are delivered to any lessee or representative of a lessee; and

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b. from the time the covered "auto" is surrendered by the lessee to you or your representative, until such auto is sold and the legal transfer of ownership consummated.

2. The following is added to **C.1. Limit Of Insurance:**

c. or the maximum Limit of Insurance shown in Item 4. of the Declarations.

Additional paragraph c. only applies to Interim Physical Damage Comprehensive and Collision coverage.

3. The following is added to **D. Deductible:**

A per claim deductible applies to Interim Physical Damage Comprehensive and Collision coverage. The deductible is shown in Item 4. of the Declarations.

E. Section IV - Business Auto Conditions, General Conditions B.5. Other Insurance is replaced by the following:

5. Other Insurance

The insurance afforded by this endorsement is excess over any other collectible insurance whether primary, excess, contingent or self insurance, unless such insurance is specifically written to apply in excess of this policy.

E. The following is added to Section IV - Business Auto Conditions, B. General Conditions:

9. Verification of Lessee's Specific Insurance

As your chosen option, you agree the method checked below, is the procedure you will follow in verifying the existence and continuance of lessee primary insurance:

- a. You will subscribe to the services of a tracking service that is approved by us for the duration of the policy term;
- b. You have agreed to require that all lessees furnish you with a Certificate of Insurance, copy of the policy or endorsement making you an additional insured on the lessee's policy as required by the leasing agreement.

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Authorized Representative

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CONTINGENT, EXCESS and INTERIM Coverage Declarations

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POLICY NO.: _____ RENEWAL NO.: _____

This Insurance is Provided by the Company shown below:

Item 1. Named Insured and Mailing Address _____ Producer Name and Mailing Address: _____

Item 2. Policy Period: From: _____ to _____ At 12:01 a.m. Standard Time at your address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

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Item 3. Contingent, Excess & Interim Liability Limits:

Bodily Injury Liability		Premium
\$ _____ Each "Person"		\$ _____
\$ _____ Each "Accident"		
<u>Property Damage</u>		
\$ _____ Each "Accident"		
<u>Contingent, Excess & Interim Liability Deductible:</u> \$ _____		

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Item 4. Interim Physical Damage Limits

<u>Maximum Limit of Insurance</u>	\$ _____	per auto
<u>Deductible:</u>	\$ _____	per claim

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Item 5. Contingent Physical Damage Limits Premium

Limit of Insurance	\$ _____	per leased auto	\$ _____
<u>Aggregate Limit of Insurance</u>	\$ _____	all leased autos	
<u>Deductible:</u>	\$ _____	per claim	

- Deleted: Interim Physical Damage: Comprehensive and Collision Coverage for Symbol 10(c) and 10(d), at the lesser of Actual Cash Value or Cost of Repair, subject to a \$500 Deductible Per Claim and maximum Limit of Liability of \$25,000 Per Auto.

Item 6. Errors and Omissions Coverages Limit Premium

<u>Truth-In-Lending & Truth-In-Leasing Errors & Omissions</u>	_____	\$ _____
<u>Odometer & Prior Damage Disclosure Errors & Omissions</u>	_____	\$ _____
<u>Title Errors & Omissions Liability</u>	_____	\$ _____

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Item 7. Uninsured/Underinsured Motorists and No-Fault Coverages Limit Premium

<u>Uninsured Motorists Coverage</u>	_____	\$ _____
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Underinsured Motorists Coverage
No-Fault Coverage

\$ _____

\$ _____

Item 8. Covered Autos: Symbol 10

Item 8. Form of Named insured's Business:
 Corporation Partnership Individual Other _____

Item 10. Endorsements attached to the policy at inception: See Schedule of Forms and Endorsements

This Declaration Page with the Business Auto Coverage Form and Endorsement(s) complete this policy.

Date of Issue: _____

Authorized Representative

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