

SERFF Tracking Number: UTCX-125524536 State: Arkansas
First Filing Company: Utica Mutual Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: CA AR09586CGF01
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: Commercial Auto
Project Name/Number: Commercial Auto/CA AR09586CGF01

Filing at a Glance

Companies: Utica Mutual Insurance Company, Graphic Arts Mutual Insurance Company

Product Name: Commercial Auto

SERFF Tr Num: UTCX-125524536 State: Arkansas

TOI: 20.0 Commercial Auto

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 20.0001 Business Auto

Co Tr Num: CA AR09586CGF01

State Status: Fees verified and received

Filing Type: Form

Co Status:

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

Author: SPI UticaNational

Disposition Date: 03/11/2008

Date Submitted: 03/06/2008

Disposition Status: Approved

Effective Date Requested (New): 08/01/2008

Effective Date (New): 08/01/2008

Effective Date Requested (Renewal):

Effective Date (Renewal):

08/01/2008

State Filing Description:

General Information

Project Name: Commercial Auto

Status of Filing in Domicile:

Project Number: CA AR09586CGF01

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 03/11/2008

State Status Changed: 03/11/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

With this filing we are revising our Commercial Auto Extension Endorsement to increase the limit of insurance for Towing & Labor to \$100 for private passenger vehicles and \$150 for trucks. We also added \$750 of Personal Effects coverage and Waiver of Subrogation coverage. Attached is our revised Endorsement and a Policyholder Notice which explains the changes to our insureds.

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Company and Contact

Filing Contact Information

Tina Cirelli, Senior State Filings Coordinator tina.cirelli@uticanational.com
 180 Genesee Street (315) 734-2129 [Phone]
 New Hartford, NY 13413 (315) 734-2252[FAX]

Filing Company Information

Utica Mutual Insurance Company	CoCode: 25976	State of Domicile: New York
180 Genesee Street	Group Code: 201	Company Type:
New Hartford, NY 13413	Group Name: Utica National Insurance Group	State ID Number:
(315) 734-2000 ext. [Phone]	FEIN Number: 15-0476880	

Graphic Arts Mutual Insurance Company	CoCode: 25984	State of Domicile: New York
180 Genesee Street	Group Code: 201	Company Type:
New Hartford, NY 13413	Group Name: Utica National Insurance Group	State ID Number:
(315) 734-2000 ext. [Phone]	FEIN Number: 13-5274760	

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Utica Mutual Insurance Company	\$50.00	03/06/2008	18360969

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	03/11/2008	03/11/2008

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Disposition

Disposition Date: 03/11/2008
Effective Date (New): 08/01/2008
Effective Date (Renewal): 08/01/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Commercial Auto Extension Endorsement	Approved	Yes
Form	Policyholder Notice	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Commercial Auto Extension Endorsement	8-E-2419	Ed. 12-2007	Endorsement/Amendment/Conditions	Replaced Form #:0.00 8-E-2419 Previous Filing #:		8-E-2419.PDF
Approved	Policyholder Notice	8-L-2176	Ed. 12-2007	Disclosure/ New Notice		0.00	8-L-2176.PDF

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

Only that insurance provided below that broadens coverage under the Commercial Auto Coverage Part applies.

A. Fellow Employee Exclusion Exception.

The following modification applies on an excess basis over any other insurance.

Exclusion 5. (Fellow Employee) of SECTION II - LIABILITY COVERAGE is replaced by the following:

5. "Bodily injury" to any fellow employee of the "insured" arising out of and in the course of the fellow employee's employment.

But this exclusion does not apply to "bodily injury" to any fellow employee which results from the use of a covered "auto" you own or hire.

B. Increased Supplementary Payments.

The amount we will pay for the cost of bail bonds and for reasonable expenses incurred by the "insured" under the Supplementary Payments Coverage Extension of SECTION II - LIABILITY COVERAGE is increased to \$2,500 and \$300 respectively.

C. Automatic Hired Auto Physical Damage Coverage.

1. Subject to 2. and 3. below, the broadest of the Physical Damage Coverages provided under this Coverage Part for "autos" you own are also provided for hired "autos" which are covered for Liability Coverage under this Coverage Part.
2. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$35,000.

3. As respects the Physical Damage Coverage provided for hired "autos" under this Coverage Extension, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the largest deductible for such coverage applicable to any owned covered "auto." In the event of "loss" caused by fire or lightning, no deductible shall apply.

D. Leased Auto Additional Legal Obligation Coverage.

The following coverage is added to SECTION III - PHYSICAL DAMAGE COVERAGE:

For any covered "auto" for which this Coverage Form includes a lessor as an additional "insured" under the Additional Insured - Lessor endorsement, we will pay your additional "legal obligation" to such lessor in the event of a total "loss."

As used in this coverage, "legal obligation" shall mean and be the difference between the amount owed on your lease and the actual cash value of the "auto." The amount owed on your lease shall not include any taxes; overdue payments or interest resulting from overdue payments; penalties; lease termination fees; and charges resulting from mileage, overdue payments or excess wear and tear. The actual cash value of the "auto" and the amount owed on your lease shall be based on the time of the "loss."

E. Theft Extension.

The coverage provided under SECTION III - PHYSICAL DAMAGE COVERAGE for transportation expenses incurred by you because of a total theft of a covered "auto" of the private passenger type is increased to \$50 per day and to a maximum of \$1,000.

F. Window Glass Breakage Deductible Waiver.

For "loss" covered under SECTION III - PHYSICAL DAMAGE COVERAGE, the Deductible provision does not apply to window glass breakage if the damaged window glass is repaired instead of replaced.

G. Malfunction Extension for Airbags.

The following provision is added to the Exclusion for wear and tear, freezing, mechanical or electrical breakdown under SECTION III - PHYSICAL DAMAGE COVERAGE:

But mechanical or electrical breakdown does not include accidental inflation of an airbag.

H. Multiple Deductibles.

1. In the event of any occurrence which results in a loss or "loss" we cover under more than one Coverage, Coverage Form, or Coverage Part, the deductibles shall apply as described in 2., 3. or 4. below.
2.
 - a. If all involved deductibles are equal in amount, that amount will apply only once for all loss or "loss" from each occurrence.
 - b. Loss or "loss" from each occurrence under all involved coverages will be accumulated to make up that deductible amount.
3. If involved deductibles for different coverages are of different amounts, we will use the method described in a. or b. of this item 3. which results in the higher total payment to you.
 - a. We will apply each deductible to the loss or "loss" for the coverage to which it applies; or
 - b. We will add the amount of loss or "loss" from all involved coverages and subtract from the total the larger or largest applicable deductible.
4. This deductible provision does not apply to loss or "loss" caused by flood, windstorm or hail.

I. Bodily Injury Redefined.

It is agreed and understood that the definition of "bodily injury" (SECTION V) includes mental anguish resulting from "bodily injury," sickness or disease to the person who sustained such "bodily injury," sickness or disease.

J. Unintentional Failure to Disclose Hazards.

Failure of the insured to disclose all hazards existing as of the inception date of the Coverage Part shall not invalidate the insurance afforded by this Coverage Part if such failure or omission is not intentional.

K. Broadened Cancellation.

It is agreed that we may cancel or nonrenew this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation or nonrenewal at least sixty (60) days before the effective date of cancellation.

This provision does not apply if the policy is cancelled for nonpayment of premium.

If these provisions conflict with any state law or regulation governing the cancellation/nonrenewal of this Coverage Part, then such law or regulation shall prevail and this Coverage Part is amended to conform with such law or regulation.

L. Broadened Named Insured.

It is agreed that the Named Insured shown in the Declarations includes any subsidiary corporation, firm, or organization of a similar business nature which is newly acquired or formed, and over which you maintain ownership or majority interest, if there is no other similar insurance available to that organization. However, coverage does not apply to "bodily injury," "property damage" or "loss" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

As used in this extension of coverage, the phrase, "similar business nature" means of a nature which an ordinary person would consider to be closely related to your business.

M. Notice of Accident, Claim, Suit or Loss

It is agreed that failure by any agent, servant, or employee (except an executive officer, or individual designated by an executive officer to give such notice) of the "insured" to notify us of any "accident," claim, "suit," or "loss" of which such person has knowledge shall not invalidate the insurance afforded by this Coverage Part as respects the Named Insured.

N. Hired Auto Changes

Coverage territory is amended to be anywhere in the world for a "suit":

1. Involving a covered "auto" that is leased, hired, rented or borrowed by the Named Insured; and
2. Brought against an "insured" for damages to which this insurance applies;

when such "suit" is brought in:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico; or
- d. Canada.

O. Theft Expenses

Under the Loss Payment - Physical Damage Coverage Loss Condition (SECTION IV), regardless of the option we select, it is agreed and understood that in the event of a theft of a covered "auto," we will pay those expenses incurred for the return of the covered "auto" to the Named Insured.

P. Employees as Insureds

The following is added to the LIABILITY COVERAGE WHO IS AN INSURED provision:

Any employee of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

Q. Towing and Labor

Under Section III - Physical Damage Coverage, Towing is replaced by the following:

Towing and Labor

We will pay up to the following limits for towing and labor costs incurred each time a covered "auto" is disabled:

- a. \$100 for a covered "auto" rated and classified as a private passenger vehicle.
- b. \$150 for a covered "auto" rated and classified as a light, medium, heavy or extra-heavy truck.

However, the labor must be performed at the place of disablement.

R. Personal Effects

The following is added to Section III - Physical Damage:

Personal Effects

If you carry Comprehensive Coverage for the stolen covered "auto", we will pay up to \$750 for personal effects stolen with the auto.

This insurance is excess over any other collectible insurance and no deductible applies.

S. Waiver of Subrogation

The Transfer of Rights of Recovery Against Others To Us Loss Condition is replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have under such a transfer of rights against any person or organization holding a waiver under a written contract with the insured if such contract was executed prior to the loss which generated such right of recovery.

POLICYHOLDERS NOTICE - COMMERCIAL AUTO **EXTENSION ENDORSEMENT**

THIS POLICYHOLDERS NOTICE PROVIDES A SUMMARY OF RECENT COVERAGE CHANGES THAT APPLY TO YOUR POLICY. THIS NOTICE PROVIDES NO COVERAGE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. FOR COMPLETE INFORMATION ON YOUR COVERAGES, READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

THIS NOTICE HIGHLIGHTS THE SIGNIFICANT CHANGES IN COVERAGE BUT DOES NOT REFERENCE EVERY EDITORIAL CHANGE MADE IN THE FORM AND NOT ALL COVERAGE FORMS MAY BE INCLUDED IN YOUR POLICY.

PLEASE READ THIS NOTICE CAREFULLY.

Broadenings of Coverage

Towing & Labor

The Limit of Insurance for towing and labor costs was increased to \$100 for private passenger vehicles and \$150 for trucks.

Personal Effects

Coverage was added to provide \$750 for personal effects stolen with a stolen covered auto.

Waiver of Subrogation

Coverage was added to eliminate the insurer's right to recover from a responsible party, if the insured has waived in writing, prior to the loss, any rights of recovery from the responsible party.

Please consult with your agent or broker if you have any questions.



Utica National Insurance Group

Insurance that starts with you.

Utica Mutual Insurance Company and its affiliated companies, New Hartford, N.Y. 13413

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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

03/11/2008

Comments:

Attachments:

AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF

AR - NAIC FORM FILING SCHEDULE.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					

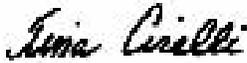
3. Group Name	Group NAIC #
Utica National Insurance Group	0201

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Utica Mutual Insurance Company	NY	25976	15-0476880	
Graphic Arts Mutual Insurance Company	NY	25984	13-5274760	

5. Company Tracking Number	CA AR09586CGF01
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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
	Tina D. Cirelli 180 Genesee Street New Hartford NY 13413	Senior State Filings Coordinator	800-274-1914 Ext. 2129	315-734-2252	tina.cirelli@uticanational.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Tina D. Cirelli

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

9.	Type of Insurance (TOI)	20.0 Commercial Auto
10.	Sub-Type of Insurance (Sub-TOI)	20.0001 Business Auto
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]	
12.	Company Program Title (Marketing Title)	Commercial Auto Extension Endorsement Revision
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: 08/01/2008 Renewal: 08/01/2008
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	3/6/08
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 #	CA AR09586CGF01
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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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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]						
<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Check #:</td> <td>EFT</td> </tr> <tr> <td>Amount:</td> <td>\$50.00</td> </tr> <tr> <td colspan="2" style="padding-top: 10px;">\$50.00 per submission</td> </tr> </table> <p style="margin-top: 20px;">Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>		Check #:	EFT	Amount:	\$50.00	\$50.00 per submission	
Check #:	EFT						
Amount:	\$50.00						
\$50.00 per submission							

***Refer to 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 #	CA AR09586CGF01
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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	Commercial Auto Extension Endorsement	8-E-2419 Ed. 12-2007	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	8-E-2419 Ed. 6-06	
02	Policyholder Notice	8-L-2176 Ed. 12-2007	<input checked="" 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		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		