Filing at a Glance

Company: Milwaukee Casualty Insurance Company

Product Name: Commercial Automobile	SERFF Tr Num: UNKP-125652579	State: Arkansas
TOI: 20.0 Commercial Auto	SERFF Status: Closed	State Tr Num: EFT $50
Sub-TOI: 20.0001 Business Auto	Co Tr Num: AR-CA-0809-01-367	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Authors: Denise Freund, Tyrone Settlemier	Disposition Date: 05/30/2008
	Date Submitted: 05/20/2008	Disposition Status: Approved
Effective Date Requested (New): 09/01/2008		Effective Date (New): 09/01/2008
Effective Date Requested (Renewal): 09/01/2008		Effective Date (Renewal): 09/01/2008

State Filing Description:

General Information

Project Name:	Status of Filing in Domicile:
Project Number: AR-CA-0809-01-367	Domicile Status Comments:
Reference Organization: NA	Reference Number: NA
Reference Title: NA	Advisory Org. Circular: NA
Filing Status Changed: 05/30/2008	
State Status Changed: 05/30/2008	Deemer Date:
Corresponding Filing Tracking Number:	

Filing Description:

Filing to adopt all currently approved Company forms for new company - Milwaukee Casualty Insurance Co.

Company and Contact

Filing Contact Information

Freund Denise, State Filings Analyst
12790 Merit Drive
Dallas, TX 75251

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(800) 777-2249 [Phone]
(214) 360-8060[FAX]

Filing Company Information

Milwaukee Casualty Insurance Company
12790 Merit Drive
Dallas, TX 75251
(800) 777-2249 ext. 8194[Phone]

CoCode: 26662
Group Code: 215
Group Name: Unitrin Prop & Cas
FEIN Number: 39-1190263

State of Domicile: Wisconsin
Company Type: Prop & Cas
State ID Number:

Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Milwaukee Casualty Insurance Company	$50.00	05/20/2008	20416446

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	05/30/2008	05/30/2008

Disposition

Disposition Date: 05/30/2008

Effective Date (New): 09/01/2008

Effective Date (Renewal): 09/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*UNKP-125652579*	*State:*	*Arkansas*
Filing Company:	*Milwaukee Casualty Insurance Company*	*State Tracking Number:*	*EFT $50*
Company Tracking Number:	*AR-CA-0809-01-367*		
TOI:	*20.0 Commercial Auto*	*Sub-TOI:*	*20.0001 Business Auto*
Product Name:	*Commercial Automobile*		
Project Name/Number:	*/AR-CA-0809-01-367*		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Company Cover Letter	Approved	Yes
Form	Business Auto Coverage Expansion	Approved	Yes
Form	Named Waiver of Subrogation	Approved	Yes
Form	Snow Plowing Exclusion	Approved	Yes
Form	Total Pollution Exclusion	Approved	Yes
Form	Punitive Damages Exclusion	Approved	Yes
Form	Farm Rated Trucks	Approved	Yes
Form	Corporate Privacy Notice	Approved	Yes
Form	Waiver of Subrogation - Automatic Status	Approved	Yes
Form	OFAC	Approved	Yes
Form	Arkansas- Named Driver Exclusion	Approved	Yes
Form	Arkansas- Rejection of Personal Injury Protection	Approved	Yes
Form	Arkansas- Uninsured Motorists Coverage Selection/Rejection	Approved	Yes

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Business Auto Coverage Expansion	32-1451	01 06	Endorsement/Amendment/Conditions New		0.00	SERFF 32_1451_01_06_Business_Auto_Coverage_Expansion.pdf
Approved	Named Waiver of Subrogation	32-1455	08 04	Endorsement/Amendment/Conditions New		0.00	SERFF 32_1455_08_04_Named_Waiver_Of_Subrogation.pdf
Approved	Snow Plowing Exclusion	32-1457	01 05	Endorsement/Amendment/Conditions New		0.00	SERFF 32_1457_01_05_Snow_Plowing_Exclusion_.pdf
Approved	Total Pollution Exclusion	32-1460	01 05	Endorsement/Amendment/Conditions New		0.00	SERFF 32_1460_01_05_Total_Pollution_Exclusion_.pdf
Approved	Punitive Damages Exclusion	32-1481	01 05	Endorsement/Amendment/Conditions New		0.00	SERFF 32_1481_01_05_Punitive_Damages_Exclusion.pdf
Approved	Farm Rated Trucks	39-0007	01 05	Endorsement/Amendment/Conditions New		0.00	SERFF 39_0007_01_05_Farm_Rated_Trucks.pdf

Approved	Corporate Privacy Notice	60-0483	08 06	Disclosure/ Notice	New	0.00	SERFF 60_0483_08_06_Privacy_Notice.pdf
Approved	Waiver of Subrogation - Automatic Status	32-1454	08 04	Endorsement/Amendment/Conditions	New		SERFF 32_1454_08_04_Blanket_Waiver_of_Subrogation_Automatic.pdf
Approved	OFAC	IL P 001	01 04	Disclosure/ Notice	New		IL P 001 01 04 OFAC.pdf
Approved	Arkansas-Named Driver Exclusion	32-1464	01 05	Endorsement/Amendment/Conditions	New		SERFF 32_1464_01_05_AR__Named_Driver_Exclusion.pdf
Approved	Arkansas-Rejection of Personal Injury Protection	33-0626	03 03	Endorsement/Amendment/Conditions	New		SERFF 33_0626_03_03_AR__Rejection_of_PIP.pdf
Approved	Arkansas-Uninsured Motorists Coverage Selection/Rejection	CA U 002	01 06	Endorsement/Amendment/Conditions	New		CA U 002 01 06 AR Uninsured Motorists Coverage Selection Rejection.pdf

This Endorsement Changes The Policy. Please Read It Carefully

BUSINESS AUTO COVERAGE EXPANSION ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

A. Newly Acquired or Formed Organizations, Employee Hired Car Liability and Blanket Additional Named Insured Status for Certain Entities.

Item **1. Who is an Insured** of Paragraph **A. Coverage** under **SECTION II – LIABILITY COVERAGE** is amended to add:

d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability comany, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,

(1) coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

(2) coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "accident" which occurred before you acquired or formed the organization; and

(3) coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.

e. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

f. Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respects to liability created in whole or in part by such agreement.

B. Increase Of Loss Earnings Payment

Item **(4)a. Supplementary Payments** under paragraph **2. Coverage Extensions** under **A. COVERAGES** of **SECTION II – LIABILITY COVERAGE** is amended to read:

(4) We will pay reasonable expenses incurred by the "Insured" at our request, including actual loss of earnings up to $1,000 per day because of time off from work.

C. Fellow Employee Injured By Covered Auto You Own Or Hire

Item **5. Fellow Employee** of Paragraph **B. Exclusions** under **SECTION II – LIABILITY COVERAGE** is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.

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D. Limited Automatic Towing Coverage

Paragraph **2. Towing** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

2. We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto".

a. The limit for “autos” other than private passenger types is $250;

b. No deductible applies to this coverage.

E. Increase Of Transportation Expense Coverage

Item **a. Transportation Expenses** of Paragraph **4. Coverage Extensions** under **A. Coverage** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

a. We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage or Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy’s expiration, when the covered "auto" is returned to use or we pay for its "loss".

F. Accidental Airbag Discharge Coverage

Item **3. a.** of Paragraph **B. Exclusions** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

a. Wear and tear, freezing, mechanical or electrical breakdown. The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an air bag.

G. Loan or Lease Gap Coverage

Item **4.** of Paragraph **C. Limit Of Insurance** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

4. If a covered “auto” is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total “loss”, any unpaid amount due on the lease or loan for a covered “auto”, less:

a. The amount paid under the Physical Damage Coverage Section of the policy; and

b. Any:

(1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the “loss”;

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;

(4) Security deposits not refunded by the lessor; and

(5) Carry-over balances from previous loans or leases

H. Single Deductible For Combined Unit

Paragraph **D. Deductible** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Whenever a covered “tractor” and trailer are each damaged in the same "loss" while operating a combined “tractor”-trailer unit, only one deductible shall apply to the "accident". The larger of the two deductibles (as shown on the **DECLARATIONS** or **SCHEDULE OF COVERAGES OR COVERED AUTOS**) shall apply.

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I. Knowledge of Loss and Notice To Us

Item **2. a. Duties In the Event of Accident, Claim, Suit or Loss** of Paragraph **A. Loss Conditions** under **SECTION IV -- BUSINESS AUTO CONDITIONS B** is amended to add:

However, prompt notice of the "accident", claim, "suit" or "loss" to us or our authorized representative only applies after the "accident", claim, "suit" or "loss" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An "executive officer" or director, if you are a corporation;

(4) A manager or member, if you are a limited liability company;

(5) Your insurance manager; or

(6) Your legal representative.

J. Waiver Of Subrogation For Auto Liability Losses Assumed Under Insured Contract

Item **5. Transfer Of Rights Of Recovery Against Others To Us** of Paragraph **A. Loss Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

If any person or organization to or for whom we make payments under this Coverage From has rights to recover damages from another, those right are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them. However, if the insured has waived those rights to recover through a written contract, we will waive any right to recovery we may have under this Coverage Form.

K. Unintentional Failure To Disclose Hazards

Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to add:

9. Your failure to disclose all hazards existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided that such failure to disclose all hazards is not intentional. However, you must report such previously undisclosed hazards to us as soon as practicable after its discovery.

L. Other Insurance – Hired Auto Physical Damage

Item **5.b**.**Other Insurance** of Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contact in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

M. Additional Definition

SECTION V – DEFINITIONS is amended to add:

Q. "Tractor" means a truck with a gross vehicle weight in excess of 45,000 pounds.

In this endorsement, <u>Headings and Titles</u> are inserted solely for the convenience and ease of reference. They do not affect the coverage provided by this endorsement, nor do they constitute any part of the terms and conditions of this endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF SUBROGATION – NAMED INTERESTS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

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

For **accident** or **loss** occurring after the Endorsement Effective Date, the CONDITION entitled "TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US" does not apply to:

_____
(Name of Person or Organization)

This provision does not apply unless the contract is made prior to the **accident** or **loss**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SNOW PLOWING EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

LIABILITY COVERAGE is change as follows:

Paragraph **B. Exclusions** under **SECTION II – LIABILITY COVERAGE** is amended to add:

14. SNOW PLOWING

"Property damage" to lawn, trees, shrubs, sidewalks or the breakage of glass resulting from the pushing of snow.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM

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

Liability coverage is changed as follows:

Item **11. Pollution** of Paragraph **B. Exclusions** under **SECTION II – LIABILITY COVERAGE** is replaced with the following:

This insurance does not apply to the following:

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured", or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto":

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for the movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION

This policy does not cover punitive or exemplary damages, or defense costs related thereto. This exclusion applies regardless of any other provisions of this policy or endorsements attached thereto.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

FARM RATED TRUCKS – SEASONAL USE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage described by this endorsement, in consideration of a reduction in premiums applicable to Combined Single Limits or Split **"Bodily injury" or "Property Damage"** Limits and, if applicable, **Auto Medical Payments Coverage, Personal Injury Protection Coverage, Uninsured / Underinsured Motorists Coverage** and **Collision** coverages, it is understood and agreed that the trucks designated below are used on a seasonal basis.

SCHEDULE

Vehicles			Non-Use
Year	**Make**	**ID or Serial Number**	**List Number of Months of Non-Use**

In the event of the cancellation of this policy or the deletion of coverage or vehicles (unless said vehicles are replaced by vehicles eligible for the same seasonal credits) the earned premium will be computed on the appropriate pro rata basis using the annual premium.

UNITRIN
Business Insurance

IMPORTANT NOTICE
REGARDING OUR PRIVACY POLICY

Applicable in Alabama, Arizona, Arkansas, Colorado, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Ohio, Oklahoma, Oregon, South Dakota, Tennessee, Texas, Utah, Washington, Wisconsin, and Wyoming.

The Companies listed herein have policies and practices that respect the privacy of our customers and consumers. If you have obtained an insurance product or service from us that is to be used for personal, family or household purposes, or if you have an insurance transaction involving such coverage, this notice applies to you. It pertains to your nonpublic personal information. We shall refer to it as “Information” in this notice. For other states, contact your agent or us for a copy of the right notice.

We reserve the right to revise this policy at any time. We will send you a new notice if changes are made that will result in other disclosures of your Information.

Types of Information We May Collect

We may collect Information about you that we receive from:

- You on applications and other forms. Examples include your name, address, date of birth, phone number, social security and driver license numbers;
- Your agent;
- Your transactions with our affiliates, others, or us. Examples include your policy's account balance, your premium payment history, and your bank account number; and
- Outside sources such as consumer reporting agencies, including motor vehicle records, credit reports and claim history reports.

Types of Information We May Disclose, And To Whom

We may disclose all of the Information above, with some exceptions, to other companies. For instance, we may share your Information with companies that perform marketing for us or with financial institutions that have joint marketing agreements with us. However, your information will not be shared for marketing purposes unless our disclosure is to one of our affiliates, an insurance institution, a surplus lines insurer, an insurance producer, or a party acting on behalf of one of these, and the marketing is of insurance or financial products or services. Further, we will not share the following Information with others whose only use for it is to market a product or service:

- Information relating to your character, personal habits, mode of living, or reputation;
- Any classification derived from such information;
- Information that relates to an insurance claim by you;
- Information that relates to a criminal or civil proceeding involving you; or
- Information collected in connection with a reasonable anticipation of an insurance claim or criminal or civil proceeding involving you.

We will not disclose your medical record information to others for marketing purposes.

We will not share your Information with anyone else without your permission unless:

- They are helping us service or process a transaction; or
- We are otherwise permitted or required by law to do so.

Examples of others with whom we may share your Information without your permission include:

- People or organizations that perform a business function for us. Examples are companies that help us:
    - Print payment coupons;

- Adjust or investigate claims;
- Program software to help us process customers' transactions; or
- Market our own products or minimize unnecessary marketing to you;

- Your agent or broker;
- Regulatory and law enforcement authorities, such as government offices or courts which subpoena records;
- Insurance support organizations which gather data to help deter or prevent insurance crimes;
- Other insurance companies or support organizations for an insurance transaction involving you. An example is the purchase of reinsurance;
- Businesses which conduct actuarial or research studies;
- Our affiliates, for internal or agency audits of the marketing of an insurance product or service; and
- A company that may acquire a line of business or function or book of business from us.

Security of Your Information

We have procedures and policies to help us protect your Information from unauthorized use or access. At our companies, we restrict access to protected information to the employees who have a business need for it. When we share Information with companies who work on our behalf, we protect it where required by federal law with a confidentiality agreement. We also have physical, electronic and procedural safeguards to guard your Information.

Insurance Support Organization Reports

Information obtained from a report from an insurance support organization may be retained by them and disclosed to others.

Your Right to Access and Correct Information

You may see and copy in person most of the Information about you we have in our files. If you prefer, we will copy and send it to you within 30 business days from the date we receive your request. We will not share privileged information with you. Information collected in connection with a lawsuit or claim is considered privileged. The law may require us to obtain professional approval to share with you certain medical information. We may arrange for an insurance support organization or a consumer reporting agency to copy and disclose to you certain Information for us. We will identify any institutional source for Information that we share with you.

If you tell us that any of your Information in our records is incorrect, we will investigate. Within 30 business days of our receipt of your written request for correction, we will either correct the error or notify you why we decline to do so. If we correct the Information, we will also notify others who have received or will receive the disputed Information of the correction. If we do not make the requested change, we will provide you the option of filing a statement with us disputing the information. We will then make that statement available to others who receive the disputed Information.

Your request to see and copy such information must be in writing. Include your name, address, policy number, daytime phone number, the best time of day for us to call, and a copy of identification such as your driver's license.

- If you have a policy with us, mark your request "Attn: Privacy Coordinator" and mail it to the company address shown below.
- If you do not have a policy with us but have an insurance transaction with us, such as receipt of a quote, then you may send your request to your agent.

If You Are an Internet User

If you use the Internet and access the website of one or more of our companies, it may have other information on your use of that website.

UNITRIN BUSINESS INSURANCE

12790 Merit Drive, Dallas, TX 75251

P.O. Box 655028, Dallas, TX 75265-5028

Milwaukee Casualty Insurance Co.
Milwaukee Insurance Company (a nonowned affiliate)
Milwaukee Safeguard Insurance Company
Security National Insurance Company
Trinity Universal Insurance Company
Trinity Universal Insurance Company of Kansas, Inc.
Trinity Lloyd's Insurance Company
Valley Insurance Company
Valley Property & Casualty Insurance Company

THIS ENDORSEMENT CHANGES THE PO LICY. PLEASE READ IT CAREFULLY

WAIVER OF SUBROGATION - AUTOMATIC STATUS WHEN REQUIRED BY WRITTEN AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

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)

For **accident** or **loss** occurring after the Endorsement Effective Date the CONDITION entitled "TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US" does not apply to any person or organization for whom the **named insured** has agreed by written contract to furnish this waiver. This provision does not apply unless the contract is made prior to the **accident** or **loss**.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION OF NAMED DRIVER – ARKANSAS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM

It is agreed that the insurance afforded by this policy shall not apply with respect to any claim arising from accidents which occur while any automobile is being operated by:

Printed Name of Excluded Driver	Effective Date of Endorsement for Excluded Driver
_____	_____

It is further agreed that this exclusion applies to all coverages you have elected to reject.

Acknowledged by

_____

(Named Insured's signature)

"SIGNED ORIGINAL ON FILE WITH COMPANY"

POLICY NUMBER: EFFECTIVE DATE:

REJECTION OF PERSONAL INJURY PROTECTION COVERAGE

(ARKANSAS)

Arkansas Insurance Laws (Section 23-89-202 of the Arkansas Code) require an insurer to offer Personal Injury Protection Coverage to its policyholders. The benefits provided by Personal Injury Protection Coverage consist of:

(1) **medical and hospital expenses,**
(2) **income disability benefits** and
(3) **accidental death benefits**

Under Arkansas Insurance Laws (Section 23-89-203 of the Arkansas Code) you, the insured named in the policy, have the option of rejecting all or any one of the above-mentioned coverages.

The undersigned and each of them –

(Mark applicable item(s) with an "X")

☐ agrees that the offering of the Personal Injury Protection Coverage **medical and hospital expenses** portion is hereby REJECTED.

☐ agrees that the offering of the Personal Injury Protection Coverage **income disability benefits** part is hereby REJECTED.

☐ agrees that the offering of the Personal Injury Protection Coverage **accidental death benefits** portion is hereby REJECTED.

Signature of Insured	Signature of Insured
Date	Date

ARKANSAS UNINSURED MOTORISTS COVERAGE SELECTION/REJECTION (SUPPLEMENT TO THE APPLICATION)

Policy Number:	**Policy Effective Date:**
Company:	**Producer:**
Applicant/Named Insured:	

Arkansas law permits you to make certain decisions regarding Uninsured Motorists Coverage and Underinsured Motorists Coverage. This document briefly describes these coverages and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and Underinsured Motorists Coverage and your options with respect to these coverages.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

Uninsured Motorists Coverages

Bodily Injury Uninsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury caused by an automobile accident. Also included are damages due to bodily injury that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Property Damage Uninsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an automobile accident. Also included are damages due to property damage that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Unless rejected, your policy must include Bodily Injury Uninsured Motorists Coverage at limits not less than: (1) split limits of $25,000 for each person, subject to $50,000 for each accident with respect to bodily injury; or (2) a single limit of $50,000. You may select optional higher limits up to the policy's liability limits. If you purchase Bodily Injury Uninsured Motorists Coverage, then you may also select Property Damage Uninsured Motorists Coverage up to the policy's liability limits or you may reject such coverage.

Please indicate your choice from **A., B.** or **C.** as follows:

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A. Selection Of Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage

By completing this section, you are selecting BOTH Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage in connection with your automobile liability policy.

Please indicate your choice by initialing next to the appropriate item(s) in **1.** OR **2.** and signing below. Please note that we only offer Bodily Injury Uninsured Motorists Coverage and Property Damage Uninsured Motorists Coverage up to the Liability Coverage limits of your policy, even though higher limits may appear below.

(Initials) _____ **1. I select Bodily Injury Uninsured Motorists Coverage at limit(s) equal to the minimum limits required by Arkansas law AND Property Damage Uninsured Motorists Coverage as indicated below. I acknowledge that I have been offered Bodily Injury Uninsured Motorists Coverage at limit(s) up to the liability limits of my policy. I reject any increased limits of Bodily Injury Uninsured Motorists Coverage that are higher than the minimum limits required by Arkansas law.**

(Choose either the Split Limits option or the Combined Single Limit option:)

(Initials)	Split Limits Bodily Injury And Property Damage	OR	(Initials)	Combined Single Limit
_____	$ 25,000/50,000/25,000		_____	$ 75,000

OR

(Initials) _____ **2. I select Bodily Injury Uninsured Motorists AND Property Damage Uninsured Motorists Coverage at the following limit(s):**

(Choose one Split Limits Bodily Injury option AND one Property Damage limit option, OR one Combined Single Limit option from the following:)

(Initials)	Split Limits Bodily Injury	(Initials)	Property Damage	OR	(Initials)	Combined Single Limit
_____	$ 50,000/100,000	_____	$ 50,000		_____	$ 100,000
_____	100,000/300,000	_____	100,000		_____	250,000
_____	250,000/500,000				_____	350,000
_____	500,000/1,000,000				_____	500,000
					_____	1,000,000
_____	_____ (Other)	_____	_____ (Other)		_____	_____ (Other)

_____ _____

Signature Of Applicant/Named Insured **Date**

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B. Rejection Of Property Damage Uninsured Motorists Coverage AND Selection Of ONLY Bodily Injury Uninsured Motorists Coverage

By completing this section, you are rejecting Property Damage Uninsured Motorists Coverage and selecting ONLY Bodily Injury Uninsured Motorists Coverage in connection with your automobile liability policy.

Please indicate your choice by initialing next to the appropriate item(s) in **1.** OR **2.** and signing below. Please note that we only offer Bodily Injury Uninsured Motorists Coverage up to the Liability Coverage limits of your policy, even though higher limits may appear below.

(Initials) _____ **1. I reject Property Damage Uninsured Motorists Coverage and select ONLY Bodily Injury Uninsured Motorists Coverage at limits equal to the minimum limits required by Arkansas law. I acknowledge that I have been offered Bodily Injury Uninsured Motorists Coverage at limit(s) up to the liability limits of my policy. I reject any increased limits of Bodily Injury Uninsured Motorists Coverage that are higher than the minimum limits required by Arkansas law.**

(Choose either the Split Limits Bodily Injury option or the Combined Single Limit option from the following:)

(Initials)	Split Limits Bodily Injury	OR	(Initials)	Combined Single Limit
_____	$ 25,000/50,000		_____	$ 50,000

OR

(Initials) _____ **2. I reject Property Damage Uninsured Motorists Coverage and select ONLY Bodily Injury Uninsured Motorists Coverage at the following limit(s):**

(Choose one Split Limits Bodily Injury option OR one Combined Single Limit option from the following:)

(Initials)	Split Limits Bodily Injury	OR	(Initials)	Combined Single Limit
_____	$ 50,000/100,000		_____	$ 100,000
_____	100,000/300,000		_____	250,000
_____	250,000/500,000		_____	350,000
_____	500,000/1,000,000		_____	500,000
			_____	1,000,000
_____	_____ (Other)		_____	_____ (Other)

_____ _____

Signature Of Applicant/Named Insured **Date**

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C. Rejection Of BOTH Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage

By initialing and signing below, you are rejecting Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage in its entirety.

(Initials)	
_____	**I reject BOTH Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage.**
_____	_____
Signature Of Applicant/Named Insured	**Date**

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Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty

Review Status: Approved 05/30/2008

Comments:

Attachments:

SERFF F777_03_07.pdf
SERFF F778_03_07__Page_1.pdf
SERFF F778_03_07__Page_2.pdf

Satisfied -Name: Company Cover Letter

Review Status: Approved 05/30/2008

Comments:

Attachment:

SERFF Letter_Company_Forms.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:	
New Business	
Renewal Business	
f. State Filing #:	
g. SERFF Filing #:	
h. Subject Codes	

3.	Group Name	Group NAIC #
	Unitrin Property & Casualty Insurance Group	215

4.	Company Name(s)	Domicile	NAIC #	FEIN #	State #
	Milwaukee Casualty Insurance Company	Wisconsin	26662	39-1190263	

5.	Company Tracking Number	AR-CA-0809-01-367

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

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Jon Zetlau 12790 Merit Drive Dallas, TX 75251	Bureau/ Forms Compliance Manager	800/777-2249 ext 8034	214/360-8060	tsettlemier@unitrin.com

7.	Signature of authorized filer	
8.	Please print name of authorized filer	Jon Zetlau

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

9.	**Type of Insurance (TOI)**	20.0 Commercial Automobile
10.	**Sub-Type of Insurance (Sub-TOI)**	20.0001 Business Automobile
11.	**State Specific Product code(s) (if applicable)[See State Specific Requirements]**	
12.	**Company Program Title** (Marketing title)	
13.	**Filing Type**	☐ Rate/Loss Cost ☐ Rules ☐ Rates/Rules ☒ Forms ☐ Combination Rates/Rules/Forms ☐ Withdrawal ☐ Other (give description)
14.	**Effective Date(s) Requested**	New: 09/01/08 Renewal: 09/01/08
15.	**Reference Filing?**	☐ Yes ☒ No
16.	**Reference Organization** (if applicable)	NA

F 777 (Ed. 3-07) Wolters Kluwer Financial Services | Uniform Forms™

17.	**Reference Organization # & Title**	NA
18.	**Company's Date of Filing**	May 21, 2008
19.	**Status of filing in domicile**	☐ Not Filed ☐ Pending ☐ Authorized ☐ Disapproved

Property & Casualty Transmittal Document—

20.	**This filing transmittal is part of Company Tracking #**	AR-CA-0809-01-367

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

Filing to adopt all previously approved Company forms for new Company - Milwaukee Casualty Insurance Co.

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 #: NA
Amount: NA

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

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

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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 #**	**AR-CA-0809-01-367 - Page 1**
2.	**This filing corresponds to rate/rule filing number** (Company tracking number of rate/rule filing, if applicable)	**AR-CA-0808-02-368**

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	Business Auto Coverage Expansion	32-1451 01 06	☒ New ☐ Replacement ☐ Withdrawn		
02	Named Waiver of Subrogation	32-1455 08 04	☒ New ☐ Replacement ☐ Withdrawn		
03	Snow Plowing Exclusion	32-1457 01 05	☒ New ☐ Replacement ☐ Withdrawn		
04	Total Pollution Exclusion	32-1460 01 05	☒ New ☐ Replacement ☐ Withdrawn		
05	OFAC	IL P 001 01 04	☒ New ☐ Replacement ☐ Withdrawn		
06	Punitive Damages Exclusion	32-1481 01 05	☒ New ☐ Replacement ☐ Withdrawn		
07	Insurance Identification Card	ACORD 50 AR 07 03	☒ New ☐ Replacement ☐ Withdrawn		
08	Farm Rated Trucks	39-0007 01 05	☒ New ☐ Replacement ☐ Withdrawn		
09	Corporate Privacy Notice	60-0483 08 06	☒ New ☐ Replacement ☐ Withdrawn		
10	Waiver of Subrogation - Automatic Status	32-1454 08 04	☒ New ☐ Replacement ☐ Withdrawn		

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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 #**	**AR-CA-0809-01-367 - Page 2**
2.	**This filing corresponds to rate/rule filing number** (Company tracking number of rate/rule filing, if applicable)	**AR-CA-0808-02-368**

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	Arkansas- Named Driver Exclusion	32-1464 01 05	☒ New ☐ Replacement ☐ Withdrawn		
02	Arkansas- Rejection of Personal Injury Protection	33-0626 03 03	☒ New ☐ Replacement ☐ Withdrawn		
03	Arkansas- Uninsured Motorists Coverage Selection/Rejection	CA U 002 01 06	☒ New ☐ Replacement ☐ Withdrawn		
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		

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UNITRIN
BUSINESS INSURANCE

May 21, 2008

Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904

Attn: Property and Casualty Division

RE: Commercial Automobile – Company Forms
Milwaukee Casualty Insurance Company – NAIC #26662; FEIN #39-1190263
Company Filing Number: AR-CA-0809-01-367

Dear Sir:

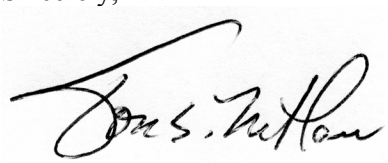
For all policies effective on or after September 1, 2008, we wish to adopt the Company forms currently filed and approved for in our other companies.

In this initial filing, our intent is to file a program identical to the one currently filed and approved by the Arkansas Department of Insurance for Trinity Universal Insurance Company (NAIC #19887, FEIN #75-0620550).

Filing forms are attached for your review. Copies of all Company endorsements are also included.

Should you have any further questions or wish to discuss the matter further, please feel free to contact Tyrone Settlemier at (800) 777-2249 ext. 8034, tsettlemier@unitrin.com, or by mail.

Sincerely,



Jon Zetlau
Bureau and Forms Compliance Manager

JZ/df