

SERFF Tracking Number: LDRE-125772919 State: Arkansas  
Filing Company: Great West Casualty Company State Tracking Number: EFT \$50  
Company Tracking Number: G6408F  
TOI: 35.0 Interline Filings Sub-TOI: 35.0002 Commercial Interline Filings  
Product Name: Retrospective Premium Endorsement  
Project Name/Number: Interline Form Filing/G6408F

## Filing at a Glance

Company: Great West Casualty Company

Product Name: Retrospective Premium SERFF Tr Num: LDRE-125772919 State: Arkansas

Endorsement

TOI: 35.0 Interline Filings

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 35.0002 Commercial Interline Filings Co Tr Num: G6408F

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi,  
Llyweyia Rawlins

Author: Anne Klappal

Disposition Date: 08/13/2008

Date Submitted: 08/13/2008

Disposition Status: Approved

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

Effective Date (New): 01/01/2009

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

Effective Date (Renewal):  
01/01/2009

State Filing Description:

## General Information

Project Name: Interline Form Filing

Project Number: G6408F

Status of Filing in Domicile: Authorized

Domicile Status Comments: Our home state of Nebraska is a file and use state, this form has been filed there.

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 08/13/2008

State Status Changed: 08/13/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Our Company would like to file the following Independent Commercial Interline form with your Department to become effective on or after January 1, 2009 for all new and renewal policies.

GU 50 10 10 08 Retrospective Premium Endorsement

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This is a new form. This endorsement will be attached when the insured has elected to have their policy rated on a retrospective rating basis. This endorsement explains the rating plan and how the retrospective premium will be determined.

## Company and Contact

### Filing Contact Information

Anne Klappal, Reaseach/Compliance a.klappal@gwccnet.com  
 Coordinator II  
 1100 W. 29th Street (402) 494-7345 [Phone]  
 South Sioux City,, NE 68776 (402) 494-7480[FAX]

### Filing Company Information

Great West Casualty Company CoCode: 11371 State of Domicile: Nebraska  
 1100 W. 29th Street Group Code: 150 Company Type: P & C  
 So. Sioux City, NE 68776 Group Name: State ID Number:  
 (402) 494-2411 ext. [Phone] FEIN Number: 47-6024508  
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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Great West Casualty Company	\$50.00	08/13/2008	21916846

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	08/13/2008	08/13/2008

*SERFF Tracking Number:* LDRE-125772919      *State:* Arkansas  
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*Product Name:* Retrospective Premium Endorsement  
*Project Name/Number:* Interline Form Filing/G6408F

## **Disposition**

Disposition Date: 08/13/2008

Effective Date (New): 01/01/2009

Effective Date (Renewal): 01/01/2009

Status: Approved

Comment:

Rate data does NOT apply to filing.

*SERFF Tracking Number:* LDRE-125772919      *State:* Arkansas  
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*Product Name:* Retrospective Premium Endorsement  
*Project Name/Number:* Interline Form Filing/G6408F

<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Form</b>	Retrospective Premium Endorsement	Approved	Yes

SERFF Tracking Number: LDRE-125772919 State: Arkansas  
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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Retrospective Premium Endorsement	GU 50 10	10 08	Endorsement/Amendment/Conditions			GU 50 10 10 08 Retrospective Premium Endorsement.pdf

POLICY NUMBER:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**RETROSPECTIVE PREMIUM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

- COMMERCIAL AUTO COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART

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.

Named Insured	Endorsement effective	Number
<b>GREAT WEST CASUALTY COMPANY</b>	Countersigned by	

(Authorized Representative)

**SCHEDULE**

Other policies subject to this Retrospective Premium Endorsement:	
<input type="checkbox"/> One Year Plan	<input type="checkbox"/> Three Year Plan
Retrospective Rating and Combined Accident Limit:	\$
Estimated "Standard Premium":	\$
"Basic Premium" Factor:	
Estimated "Basic Premium":	\$
"Loss Conversion Factor":	
"Excess Loss Premium":	
Tax Multiplier:	
Minimum Retrospective Premium Factor:	Maximum Retrospective Premium Factor:
Estimated Minimum Retrospective Premium: \$	Estimated Maximum Retrospective Premium: \$

## **A. Retrospective Premium Plan**

This endorsement is added because you chose to have your cost of insurance rated retrospectively. The endorsement explains the rating plan and how the retrospective premium will be determined.

The retrospective premium is determined for the insurance provided during the rating plan period for all policies listed in the SCHEDULE on this endorsement. The rating plan period is a one year or three year period, as indicated in the SCHEDULE on this endorsement, beginning with the effective date of this endorsement.

## **B. Retrospective Premium Formula**

All policies listed in the SCHEDULE on this endorsement will be combined with this policy to calculate the retrospective premium. If the policies provide insurance for more than one insured, the retrospective premium will be determined for all insureds combined, not separately for each insured.

1. The retrospective premium is the sum of the "basic premium", "converted losses" and "excess loss premium", times the tax multiplier shown in the SCHEDULE on this endorsement.
2. The retrospective premium will not be less than the minimum retrospective premium nor more than the maximum retrospective premium. The minimum retrospective premium and maximum retrospective premium are determined by multiplying the minimum and maximum premium factors shown in the SCHEDULE on this endorsement by the "standard premium".
3. If this endorsement applies to more than one policy, the "standard premium" will be the sum of the "standard premiums" for each policy.

## **C. Premium Calculations and Payments**

### **1. First Computation Of Retrospective Premium**

We will calculate the retrospective premium as soon as practicable after "losses" can be valued as of eighteen months after the beginning of the policy to be rated under this Plan. If we both agree, the first computation of retrospective premium shall be the final adjustment of premium under this Plan. In the absence of such an agreement, additional retrospective premium computations shall be made in accordance with Paragraph 2 below.

In certain cases we may make an early computation of the retrospective premium. Such cases include bankruptcy, liquidation, reorganization, receivership, assignment for benefit of creditors, or other similar situations.

### **2. Retrospective Premium Adjustment After First Computation**

If the first or any other retrospective premium computation is not final, a subsequent computation and adjustment of premium subject to this Plan shall be made 12 months after the previous computation. The procedure for such later computations shall be the same as in Paragraph 1., except that such premium calculations shall be based upon "losses" valued as of twelve months later than the prior calculation. If we both agree, the latest computation shall be the final retrospective premium. Unless such an agreement has been made, additional retrospective premium computations shall continue at intervals of 12 months.

If a subsequent computation of retrospective premium results in no change from the previous computation, subsequent computations of retrospective premium will be made in accordance with Paragraph 3. below.

### **3. Final Computation Of Retrospective Premium**

Computations of retrospective premium shall continue in accordance with Paragraph 2. above until we both agree that the latest computation shall be the final retrospective premium under this Plan.

When we both have agreed to the final retrospective premium calculation, a revision of that premium adjustment is not permitted except for clerical error.

### **4. Premium Payment**

After each calculation of retrospective premium, you will pay promptly the amount due us, or we will refund the amount due you. You are responsible for the payment of all "standard premium" and retrospective premium calculated under this endorsement.

The final premium for the policies designated in the SCHEDULE on this endorsement is the sum of:

- a. The premium for the insurance subject to retrospective rating as shown in the SCHEDULE on this endorsement and computed as explained in this endorsement and referred to as the retrospective premium, and

- b. The premium for the insurance not subject to retrospective rating as shown in the Declarations or in the SCHEDULE on this endorsement and computed in accordance with the provisions of such policies other than this endorsement.

#### D. Excess Loss Premium

The "excess loss premium" minimizes the effect that high "losses" and any "loss adjustment expense" have on the retrospective premium. All "incurred losses" up to the policy limits purchased will be paid regardless of the Retrospective Rating and Combined Accident Limit.

The election of a loss limitation means that the amount of incurred loss to be included in the retrospective premium is limited to an amount called the loss limitation. The loss limitation applies separately to each accident or occurrence, either by line of insurance or to a combination of these lines of insurance, as shown in the SCHEDULE on this endorsement.

The charge for this loss limitation is called the "excess loss premium". "Excess loss premium" is a percentage of "standard premium" multiplied by the "loss conversion factor". The percentage is called the "excess loss premium" factor. Taxes are added to "excess loss premium" just as they are for other elements of retrospective premium.

"Excess loss premium" factors vary by line of insurance and by the amount of the loss limitation. If you chose this elective element, the "loss conversion factor", the loss limitation, and the "excess loss premium" factors are shown in the SCHEDULE on this endorsement.

#### E. Cancellation

1. Unless we agree with you on a different date, the date of cancellation or nonrenewal of any policy subject to this endorsement is the end of the rating plan period.
2. If we cancel for nonpayment of premium, the maximum retrospective premium will be based on the "standard premium" for the rating plan period, increased pro rata to an annual basis.
3. If you cancel, the premium for the cancelled policy is to be calculated on a pro-rata basis. The "basic premium" and "excess loss premium" shall be computed by using the pro-rata premium as the "standard premium".
  - a. The minimum retrospective premium shall be the pro-rata premium.

- b. The maximum retrospective premium shall be based on the "standard premium" which shall be computed pro rata for the period the policies were in effect and then extended pro rata to the normal expiration date of the policies.

4. Paragraph E.3. will not apply if you cancel because:

- a. all work covered by the insurance is completed;
- b. all interest in the business covered by the insurance is sold; or,
- c. you retire from all business covered by the insurance.

#### F. ADDITIONAL DEFINITIONS

As used in this endorsement:

1. "**Basic Premium**" means a percentage of the "standard premium" and is determined by multiplying the "standard premium" by the "basic premium" factor.

The "basic premium" provides for our expenses for acquiring and servicing the insured's account, loss control services, premium audit and general administration of the insurance, an adjustment for limiting the retrospective premium between the minimum retrospective premium and the maximum retrospective premium, and an allowance for our possible profit or contingencies.

The "basic premium" does not cover premium taxes nor "loss adjustment expense".

2. "**Converted Losses**" means the "incurred losses" of the risk during the period of the policy or policies to which this Plan is applied multiplied by the "loss conversion factor".
3. "**Excess Loss Premium**" means the premium charge for the limitation on "incurred losses" and "loss adjustment expense" arising out of any one accident and used in computing the retrospective premium.
4. "**Incurred Losses**" means the sum of "paid losses" and outstanding case reserves.
  - a. For Commercial Automobile Liability and General Liability, "incurred losses" include premiums on bonds, interest accruing after entry of judgment, and

expenses incurred in seeking recovery against a third party. "Incurred losses" include incurred "loss adjustment expense".

- b. For Commercial Automobile Physical Damage and Commercial Inland Marine – Cargo, "incurred losses" include expenses paid in seeking recovery against a third party, but do not include any "loss adjustment expense".

5. **"Loss adjustment expense"** means the amount that you or we pay as expense for the handling or settling an "occurrence" or "suit". "Loss adjustment expense" includes the following costs:

- a. Attorney fees and expenses.
- b. Testimony transcript fees and expenses.
- c. Medical exam fees and expenses.
- d. Police reports.
- e. Appeal costs and expenses.
- f. General court costs and expenses.
- g. Medical testimony fees and expenses.
- h. Expert witness fees and expenses.
- i. Lay witness fees and expenses.
- j. Service of process costs.
- k. Miscellaneous claim costs such as title searches, photos, death certificates, etc.
- l. Independent claims adjusters fees and expenses.
- m. Appraisal fees and expenses.
- n. Post judgment interest when the interest is a consequence of an appeal initiated with our written agreement.
- o. Travel expenses directly related to handling or settling any "occurrence", "loss" or "suit".

But "loss adjustment expense" shall not include the following costs:

- a. Your or our "employee's" salaries or expenses except those travel expenses directly related to handling or settling any "occurrence", "loss" or "suit";

- b. Other expenses we incur not directly associated with a specific claim; and
- c. Any expense associated with an appeal that you initiate without our written agreement.

6. **"Loss"** means direct and accidental "loss" or damage resulting from an "occurrence".

7. **"Loss Conversion Factor"** means the factor shown in the SCHEDULE on this endorsement that is applied to "losses" to produce the "converted losses". The "loss conversion factor" covers unallocated "loss adjustment expense" and the cost of our claim services, such as investigation of claims and filing claim reports.

8. **"Paid Losses"** means "losses" incurred by you that have been paid.

- a. For Commercial Automobile Liability and General Liability, "paid losses" include premiums on bonds, interest accruing after entry of judgment, and expenses paid in seeking recovery against a third party. "Paid losses" include paid "loss adjustment expense".

- b. For Commercial Automobile Physical Damage and Commercial Inland Marine – Cargo, "paid losses" include expenses paid in seeking recovery against a third party, but do not include any "loss adjustment expense".

9. **"Standard premium"** means the premium determined by us on the basis of authorized rates, any individual risk rating modification (except expense modification), and minimum premiums. The "standard premium" for Commercial Automobile Liability and General Liability insurance shall be the premium for the Retrospective Rating and Combined Accident Limit which applies for retrospective rating purposes. Where aggregate limits are involved, the "standard premium" shall be for any aggregate limits included in the policy limits. For Commercial Automobile Physical Damage and Commercial Inland Marine - Cargo insurance, "standard premium" means the entire policy premium.

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## Supporting Document Schedules

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

**Review Status:** Approved 08/13/2008

**Comments:**

**Attachment:**

NAIC transmittal form.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <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					

<b>3. Group Name</b>	<b>Group NAIC #</b>

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

<b>5. Company Tracking Number</b>	
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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

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

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

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input 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: <input type="text"/> Renewal: <input type="text"/>
15. Reference Filing?	<input type="checkbox"/> Yes <input 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 type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

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

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 #:  
Amount:

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

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

PC TD-1 pg 2 of 2

## FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)  
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	
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<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

## RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

**(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)**

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
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<b>2.</b>	<b>This filing corresponds to form filing number</b> (Company tracking number of form filing, if applicable)	
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Rate Increase     
  Rate Decrease     
  Rate Neutral (0%)

<b>3.</b>	<b>Filing Method (Prior Approval, File &amp; Use, Flex Band, etc.)</b>	
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<b>4a.</b>	<b>Rate Change by Company (As Proposed)</b>						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

<b>4b.</b>	<b>Rate Change by Company (As Accepted) For State Use Only</b>						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

<b>5. Overall Rate Information (Complete for Multiple Company Filings only)</b>			
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		COMPANY USE	STATE USE
<b>5a</b>	<b>Overall percentage rate indication (when applicable)</b>		
<b>5b</b>	<b>Overall percentage rate impact for this filing</b>		
<b>5c</b>	<b>Effect of Rate Filing – Written premium change for this program</b>		
<b>5d</b>	<b>Effect of Rate Filing – Number of policyholders affected</b>		

<b>6.</b>	<b>Overall percentage of last rate revision</b>	
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<b>7.</b>	<b>Effective Date of last rate revision</b>	
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<b>8.</b>	<b>Filing Method of Last filing</b> (Prior Approval, File & Use, Flex Band, etc.)	
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9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
02		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
03		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	