

<i>SERFF Tracking Number:</i>	<i>SHEL-125762089</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Shelter Mutual Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>#? TOTAL \$100</i>
<i>Company Tracking Number:</i>	<i>03MG10208</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0002 Personal Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>DF</i>		
<i>Project Name/Number:</i>	<i>Aufranc/</i>		

Filing at a Glance

Companies: Shelter Mutual Insurance Company, Shelter General Insurance Company

Product Name: DF	SERFF Tr Num: SHEL-125762089	State: Arkansas
TOI: 01.0 Property	SERFF Status: Closed	State Tr Num: #? TOTAL \$100
Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)	Co Tr Num: 03MG10208	State Status: Fees verified
Filing Type: Form	Co Status:	Reviewer(s): Becky Harrington, Betty Montesi
	Authors: Brian Marcks, Sue Burlingame	Disposition Date: 08/06/2008
	Date Submitted: 08/06/2008	Disposition Status: Approved
Effective Date Requested (New): 12/14/2008		Effective Date (New): 12/14/2008
Effective Date Requested (Renewal): 12/14/2008		Effective Date (Renewal): 12/14/2008

State Filing Description:

General Information

Project Name: Aufranc	Status of Filing in Domicile:
Project Number:	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 08/06/2008	
State Status Changed: 08/06/2008	Deemer Date:
Corresponding Filing Tracking Number:	

Filing Description:

We are filing Form B-834.1-B, Amendatory Endorsement – How Losses Are Settled (Dwelling Insurance Policy – Broad Form Coverage) to clarify the loss settlement provisions as a result of the opinion handed down by the Missouri Court of Appeals, Western District in the Dibben v. Shelter Insurance Company case. A marked copy of the form is included for your review.

SERFF Tracking Number: SHEL-125762089 State: Arkansas
 First Filing Company: Shelter Mutual Insurance Company, ... State Tracking Number: #? TOTAL \$100
 Company Tracking Number: 03MG10208
 TOI: 01.0 Property Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)
 Product Name: DF
 Project Name/Number: Aufranc/

Company and Contact

Filing Contact Information

Brian Marcks, Coordinator of Insurance BCMarcks@shelterinsurance.com
 Department Affairs
 1817 West Broadway (573) 214-4165 [Phone]
 Columbia, MO 65218 (573) 446-7317[FAX]

Filing Company Information

Shelter Mutual Insurance Company CoCode: 23388 State of Domicile: Missouri
 1817 West Broadway Group Code: Company Type:
 Columbia, MO 65218 Group Name: State ID Number:
 (573) 445-8441 ext. [Phone] FEIN Number: 43-0613000

Shelter General Insurance Company CoCode: 23361 State of Domicile: Missouri
 1817 West Broadway Group Code: Company Type:
 Columbia, MO 65218 Group Name: State ID Number:
 (573) 445-8441 ext. [Phone] FEIN Number: 43-6031499

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Shelter Mutual Insurance Company	\$0.00	08/06/2008	
Shelter General Insurance Company	\$0.00	08/06/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
1374059	\$50.00	07/23/2008
1012109	\$50.00	07/23/2008

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Product Name: DF
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Becky Harrington	08/06/2008	08/06/2008

SERFF Tracking Number: SHEL-125762089 State: Arkansas
First Filing Company: Shelter Mutual Insurance Company, ... State Tracking Number: #? TOTAL \$100
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Product Name: DF
Project Name/Number: Aufranc/

Disposition

Disposition Date: 08/06/2008
Effective Date (New): 12/14/2008
Effective Date (Renewal): 12/14/2008
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

SERFF Tracking Number: SHEL-125762089 State: Arkansas
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 Product Name: DF
 Project Name/Number: Aufranc/

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Marked copy of form	Approved	Yes
Form	Amendatory Endorsement - How Losses Are Settled (Dwelling Insurance Policy - Broad Form Coverage)	Approved	Yes

SERFF Tracking Number: SHEL-125762089 State: Arkansas
 First Filing Company: Shelter Mutual Insurance Company, ... State Tracking Number: #? TOTAL \$100
 Company Tracking Number: 03MG10208
 TOI: 01.0 Property Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)
 Product Name: DF
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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Amendatory Endorsement - How Losses Are Settled (Dwelling Insurance Policy - Broad Form Coverage)	B-834.1-B		Endorseme New nt/Amendm ent/Condi ons		0.00	B-834.1-B (Dwelling Fire - How Losses Are Settled).pdf

AMENDATORY ENDORSEMENT – HOW LOSSES ARE SETTLED
(DWELLING INSURANCE POLICY – BROAD FORM COVERAGE)

Under **CONDITIONS**, “2. **How Losses Are Settled**”, is deleted and replaced with the following:

2. How Losses Are Settled

(a) Loss to the following types of property will be settled at the **actual cash value** of the damaged property at the time of loss.

Personal property.

Structures that are not buildings.

Antennas, carpeting, awnings, domestic appliances and outdoor equipment, all whether or not attached to buildings and additionally, in Oklahoma only, roof surfacing.

We will pay no more than:

- (1) the cost to repair or replace the damaged property with property of like kind and quality; or
- (2) the limits of liability of this policy.

(b) Under Dwelling and Other Structures Coverages:

(1) How a loss to the dwelling or other structure will be settled will depend on how the limit of liability shown in the Declarations relates to the full replacement cost. In determining full replacement cost, do not include the cost of excavation, underground pipes, wiring and drains, foundations or other supports below the surface of the lowest basement floor. If there is no basement, do not include the cost of those supports below the surface of the ground and inside the foundation walls.

(2) If, at the time of loss, the limit of liability shown in the Declarations for the dwelling or other structure in this policy is 80% or more of the full replacement cost, **we** will pay the full cost to repair or replace the damaged part of the dwelling or other structure, up to that limit, without deduction for depreciation up to that limit.

(3) If, at the time of loss, the limit of liability shown in the Declarations for the dwelling or other structure in this policy is less than 80% of the full replacement cost, **we** will pay the larger of the following amounts:

- (i) the **actual cash value** of the damaged part of the dwelling or other structure; or
- (ii) the full cost to repair or replace the damaged property multiplied by the ratio of the limit of liability shown in the Declarations on the dwelling or other structure to 80% of its full replacement cost up to that limit.

(4) But, **we** will pay under (2) or (3) no more than the smallest of the following:

- (i) the limit of liability shown in the Declarations for the dwelling or other structure;
- (ii) the cost to replace the damaged dwelling or other structure with equivalent construction for equivalent use on the same premises; or
- (iii) the amount actually spent for necessary repair or replacement of the damaged dwelling or other structure.

(5) If the full cost to repair or replace the damaged property is more than \$1,000 or 5% of the limit of liability shown in the Declarations for the dwelling or other structure in this policy, **we** will not be liable for full replacement cost until actual repair or replacement is completed.

(6) If the full cost to repair or replace the damaged property is both less than \$1,000 and less than 5% of the limit of liability shown in the Declarations applying to the property, **we** will pay the full cost to repair or replace the damaged property without deduction for depreciation.

(7) **You** may disregard these replacement cost loss settlement provisions when making a claim. If **you** do, **you** may make further claim within 180 days after the loss for any additional cost **you** incur in replacing the damaged property.

(c) **We** may make a cash settlement and take all or part of the damaged property at its appraised or agreed on value, or repair or replace the damaged property with property of like kind and quality. **We** must give **you** notice of **our** intention within 30 days after **we** receive **your** proof of loss.

(d) **(Missouri only)**

In the event of partial damage to insured property caused by the peril of fire, **we** will, at **your** option, pay **you** up to the limit of liability shown in the Declarations that applies to the property, the repair cost of the damage or repair the damage so that the property will be in as good condition as before the fire.

SERFF Tracking Number: SHEL-125762089 State: Arkansas
First Filing Company: Shelter Mutual Insurance Company, ... State Tracking Number: #? TOTAL \$100
Company Tracking Number: 03MG10208
TOI: 01.0 Property Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)
Product Name: DF
Project Name/Number: Aufranc/

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 08/06/2008

Comments:

Attachments:

ARPCTD-1 _MG Dwelling Fire_.pdf
ARPCFFS-1 _B-834.1-B_.pdf

Satisfied -Name: Marked copy of form **Review Status:** Approved 08/06/2008

Comments:

Please see attachment.

Attachment:

DwgFire with Broad Form (B-834.1-B How Losses Are Settled)(marked copy).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 border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></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 #
Shelter Insurance Companies	123

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Shelter Mutual Insurance Company	MO	23388	43-0613000	
Shelter General Insurance Company	MO	23361	43-6031499	

5. Company Tracking Number	03MG10208
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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
	Brian Marcks	Coordinator of Insurance Dept. Affairs	573-214-4165	573-446-7317	BCMarcks@Shelterinsurance.com
	1817 West Broadway Columbia, MO 65218				
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Brian Marcks		

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

9.	Type of Insurance (TOI)	1.0
10.	Sub-Type of Insurance (Sub-TOI)	1.0002
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	Dwelling Fire
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: 12/14/2008 Renewal: 12/14/2008

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	N/A
17.	Reference Organization # & Title	N/A
18.	Company's Date of Filing	August 6, 2008
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	03MG10208
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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 filing Form B-834.1-B, Amendatory Endorsement – How Losses Are Settled (Dwelling Insurance Policy – Broad Form Coverage) to clarify the loss settlement provisions as a result of the opinion handed down by the Missouri Court of Appeals, Western District in the Dibben v. Shelter Insurance Company case. A marked copy of the form is included for your review.

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 #: 1374059 and 1012109
Amount: \$100.00

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

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

These pages are informational only and do not need to be submitted with your filings!

Notes for Uniform Property & Casualty Transmittal Document

DESCRIPTION OF ITEMS IN THE PROPERTY AND CASUALTY TRANSMITTAL DOCUMENT

- 1. Reserved for Insurance Dept. Use Only**—this section is for anything the Dept. wishes to capture—such as date stamps, approval stamps, check routing numbers, accounting codes, etc.
- 2. Insurance Department Use Only Box:** Includes the following information: (It is up to the state to determine which, if any, of this info they wish to record—or it may be recorded in #1 box with stamps (for example))
 - a. Date the filing is received by the Insurance Dept.**
 - b. Analyst**—lead analyst who reviewed the filing and assigns final disposition
 - c. Disposition**—this is the disposition that the Dept. assigns—authorized, approved, filed, withdrawn, disapproved, informational only, etc.
 - d. Date of Disposition of the filing**—date filing is finished
 - e. Effective Date of the Filing**—date the filing goes into effect. This date may vary by state—it might be the “approval” date in some states. It might be the implementation date in some states. It might be the received date in some states. The Dept. should use the date that is applicable in their state.
 - f. State Filing #:** The number the state assigns to the filing (if applicable).
 - g. SERFF Filing #:** Some states may use SERFF to track paper filings and will use that SERFF assigned number.
 - h. Subject Codes** – This field is intended to capture one or more Subject Codes for states to track particular attributes of a filing, such as mold exclusions. The codes or terms used would be variable by state.
- 3. Group Name and Group NAIC #** as assigned by NAIC.
- 4. Company Name(s), State of Domicile, NAIC #, FEIN#, State #:** Every company to which this filing applies must be listed and the company information must be supplied, with the exception of the State # (the company specific code) if not available or not required by the filing jurisdiction. A filing that lists a group without supplying company info will not be accepted in most states.
- 5. Company Tracking Number:** The filing number assigned by the insurance company, if any.
- 6. Contact Info of Filer or Corporate Officer:** The company should supply the information on the person the state should contact if there is a question/problem with the filing. If there is more than one person (perhaps, one for rates, one for forms) then both should be listed.
- 7. Signature of authorized filer:** Some states require a signature of the authorized filer. If the filer is third party, a letter of authorization from the insurer must be submitted according to state requirements.
- 8. Please print name of authorized filer:** So we can decipher #7 above!
- 9. Type of Insurance (TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Type of Insurance” and roughly corresponds to the annual statement line of business.
- 10. Sub-type of Insurance (Sub-TOI):** Refer to Uniform Property & Casualty Product Coding Matrix). This corresponds to the column entitled “SERFF Sub-Type of Insurance”.
- 11. State Specific Product code(s):** See State Specific Requirements for these codes
- 12. Company Program Title:** Marketing title, if applicable.
- 13. Filing Type:** Choices are Rate/Loss Cost; Rules; Rates/Rules; Forms; Withdrawal; Other.

14. Effective Date Requested: This is the effective date the company requested when they made the filing. It is not necessarily the date the filing officially becomes effective. This is also where the company can indicate the different effective dates for new or renewal business.

15. Reference Filing: Yes/No

16. Reference Organization (if applicable): The name of the advisory organization—i.e. ISO, NCCI, AAIS, etc. or an Insurance Company name if “me too filing” is permitted. Some states allow companies to reference another company’s filing. A “me too” filing is when one company adopts another company’s filing. Usually they are not part of the same group. You should check with each state to determine their rules on these filings. If permitted, use this area to indicate either an advisory organization name or “me too” company name.

17. Reference Organization Number & Title (if applicable): This is the unique number that the reference organization gives to the filing. It is generally not the same number as the circular number.

18. Company’s Date of filing: The date the company sends the filing.

19. Status of filing in domicile: Place for the company to show if filing has been filed in domicile and its status.

20. This filing transmittal is part of Company Tracking #: This ties all of the pages of the transmittal to the same filing. It is helpful for the state.

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: Please refer to each state’s checklist for additional state specific requirements or instructions on calculating fees.

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 #	03MG10208			
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>				
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	Amendatory Endorsement-How Losses Are Settled (Dwelling Insurance Policy-Broad Form Coverage)	B-834.1-B	<input checked="" 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		

Effective March 1, 2007

This page is informational only and do not need to be submitted with your filings!

**Notes for Form Filing Transmittal
DESCRIPTION OF ITEMS IN THE FORM FILING SCHEDULE**

FORM FILING SCHEDULE

- 1. This filing transmittal is part of Company Tracking #:** This ties all of the pages of the transmittal to the same filing. It is helpful for the state
- 2. This filing corresponds to rate/rule filing number:** Many states require that rates and forms be submitted separately due to different review procedures that are required by law. For those states, this will tie the form filing with the associated rate filing, if there is one.
- 3. Exhibit/Form Name/Description/Synopsis:** This is a list of forms being filed. **Do not refer to the body of the filing for a separate forms listing, unless allowed by state. This is required information and is required here.** The line numbers below this are to help the Departments that track the number of forms they receive.

AMENDATORY ENDORSEMENT – HOW LOSSES ARE SETTLED (DWELLING INSURANCE POLICY – BROAD FORM COVERAGE)

Under **CONDITIONS**, “2. **How Losses Are Settled**”, is deleted and replaced with the following:

2. **How Losses Are Settled**

- (a) Loss to the following types of property will be settled at the **actual cash value** of the damaged property at the time of loss.

Personal property.

Structures that are not buildings.

Antennas, carpeting, awnings, domestic appliances and outdoor equipment, all whether or not attached to buildings and additionally, in Oklahoma only, roof surfacing.

We will pay no more than:

- (1) the cost to repair or replace the damaged property with property of like kind and quality; or
 - (2) the limits of liability of this policy.
- (b) Under Dwelling and Other Structures Coverages:
- (1) How a loss to the dwelling or other structure will be settled will depend on how the ~~amount of insurance~~ **limit of liability shown in the Declarations** relates to the full replacement cost. In determining full replacement cost, do not include the cost of excavation, underground pipes, wiring and drains, foundations or other supports below the surface of the lowest basement floor. If there is no basement, do not include the cost of those supports below the surface of the ground and inside the foundation walls.
 - (2) If, at the time of loss, the ~~amount of insurance~~ **limit of liability shown in the Declarations** for the dwelling or other structure in this policy is 80% or more of the full replacement cost, **we** will pay the full cost to repair or replace the damaged part of the dwelling or other structure, **up to that limit**, without deduction for depreciation **up to that limit**.
 - (3) If, at the time of loss, the ~~amount of insurance~~ **limit of liability shown in the Declarations** for the dwelling or other structure in this policy is less than 80% of the full replacement cost, **we** will pay the larger of the following amounts:
 - (i) the **actual cash value** of the damaged part of the dwelling or other structure; or
 - (ii) the full cost to repair or replace the damaged property multiplied by the ratio of the ~~amount of insurance~~ **limit of liability shown in the Declarations** on the dwelling or other structure to 80% of its full replacement cost **up to that limit**.
 - (4) But, **we** will pay under (2) or (3) no more than the smallest of the following:
 - (i) the limit of liability **shown in the Declarations** ~~in this policy~~ for the dwelling or other structure;
 - (ii) the cost to replace the damaged dwelling or other structure with equivalent construction for equivalent use on the same premises; or
 - (iii) the amount actually spent for necessary repair or replacement of the damaged dwelling or other structure.
 - (5) If the full cost to repair or replace the damaged property is more than \$1,000 or 5% of the ~~insurance~~ **limit of liability shown in the Declarations** for the dwelling or other structure in this policy, **we** will not be liable for full replacement cost until actual repair or replacement is completed.
 - (6) If the full cost to repair or replace the damaged property is both less than \$1,000 and less than 5% of the ~~amount of insurance~~ **limit of liability shown in the Declarations** applying to the property, **we** will pay the full cost to repair or replace the damaged property without deduction for depreciation.
 - (7) **You** may disregard these replacement cost loss settlement provisions when making a claim. If **you** do, **you** may make further claim within 180 days after the loss for any additional cost **you** incur in replacing the damaged property.

(c) **We** may make a cash settlement and take all or part of the damaged property at its appraised or agreed on value, or repair or replace the damaged property with property of like kind and quality. **We** must give **you** notice of **our** intention within 30 days after **we** receive **your** proof of loss.

(d) **(Missouri only)**

In the event of partial damage to insured property caused by the peril of fire, **we** will, at **your** option, pay **you** up to the limit of liability **shown in the Declarations** that applies to the property, the repair cost of the damage or repair the damage so that the property will be in as good condition as before the fire.

B-834.1-B