

## Filing at a Glance

Companies: EMCASCO Insurance Company, Employers Mutual Casualty Company

Product Name: Commercial Auto

SERFF Tr Num: EMCC-125235793 State: Arkansas

TOI: 20.0 Commerical Auto

SERFF Status: Closed

State Tr Num: AR-PC-07-025481

Sub-TOI: 20.0001 Business Auto

Co Tr Num: AR-CA-2007-03

State Status:

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi,

Llyweyia Rawlins, Brittany Yielding

Author: Jo Byers

Disposition Date: 07-24-2007

Date Submitted: 07-17-2007

Disposition Status: Approved

Effective Date Requested (New): 10-15-2007

Effective Date (New): 10-15-2007

Effective Date Requested (Renewal): 10-15-2007

Effective Date (Renewal): 10-15-2007

## General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 07-24-2007

State Status Changed: 07-18-2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

July 17, 2007

Commissioner of Insurance

Arkansas Insurance Department

1200 West Third St.

Little Rock, AR 72201-1904

SERFF FILING

EMPLOYERS MUTUAL CASUALTY COMPANY 062-21415

EMCASCO INSURANCE COMPANY 062-21407

Commercial Auto Form Filing

Company File # AR-CA-2007-03

Effective October 15, 2007

The captioned companies are members of Insurance Services Office and ISO files the Commercial Auto program on our behalf. We are pleased to submit a form revision applicable to policies written on or after October 15, 2007.

We are pleased to introduce an optional coverage, available for EMC Choice Equipment Dealers program business only. The target Equipment Dealers will primarily be engaged in sales, service, repair, and rental or leasing (25% or less) of new and used mobile equipment, along with the sale of parts and supplies. The types of equipment considered for this program include construction equipment, agricultural and farm equipment, lawn and garden, and forklift dealers. This exception provides a broader coverage at a discount. Our new program will allow us to target these specific equipment dealers and compete in this market segment. A form memorandum is attached for your review.

Concurrent with this submission we are also submitting, under separate cover, filings for Commercial Property and Commercial Inland Marine to round out our equipment dealers program.

We supplement this filing with the \$50.00 filing fee, Property and Casualty Transmittal Document, Form Memorandum, and final printed copies of our endorsements.

We respectfully request your approval of this filing, to be applicable to policies written on or after October 15, 2007. Thank you.

Jo L. Byers, Filings Analyst  
Rates and Filings Dept.  
(800) 247-2128 Ext. 2707  
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## Company and Contact

### Filing Contact Information

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### Filing Company Information

EMCASCO Insurance Company  
717 Mulberry Street  
Des Moines, IA 50309  
(800) 247-2128 ext. [Phone]

CoCode: 21407  
Group Code: 62  
Group Name:  
FEIN Number: 42-6070764  
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State of Domicile: Iowa  
Company Type: P & C  
State ID Number:

Employers Mutual Casualty Company  
717 Mulberry Street  
Des Moines, IA 50309

CoCode: 21415  
Group Code: 62  
Group Name:

State of Domicile: Iowa  
Company Type: P & C  
State ID Number:

Created by SERFF on 07-24-2007 03:22 PM

(800) 247-2128 ext. [Phone]

FEIN Number: 42-0234980

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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
EMCASCO Insurance Company	\$0.00	07-17-2007	
Employers Mutual Casualty Company	\$50.00	07-17-2007	14638361

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Llyweyia Rawlins	07-24-2007	07-24-2007

## **Disposition**

Disposition Date: 07-24-2007

Effective Date (New): 10-15-2007

Effective Date (Renewal): 10-15-2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

<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>Supporting Document</b>	Form Memorandum	Approved	Yes
<b>Form</b>	EMC Choice Equipment Dealers' Industry Extension	Approved	Yes
<b>Form</b>	EMC Choice Garage Program Extension	Approved	Yes
<b>Form</b>	Garage Enhancement Extension	Approved	Yes
<b>Form</b>	Voiding Insurance While A Certain Person is Operating "Auto"	Approved	Yes
<b>Form</b>	Garage Declarations Dealers Coverage Form	Approved	Yes

**Form Schedule**

<b>Review Status</b>	<b>Form Name</b>	<b>Form #</b>	<b>Edition Date</b>	<b>Form Type Action</b>	<b>Action Specific Data</b>	<b>Readability</b>	<b>Attachment</b>
Approved	EMC Choice Equipment Dealers' Industry Extension	CA7397	(9-07)	Endorsement/New Amendment/Conditions		0.00	CA7397_200709.pdf
Approved	EMC Choice Garage Program Extension	CA7398	(9-07)	Endorsement/New Amendment/Conditions		0.00	CA7398_200709.pdf
Approved	Garage Enhancement Extension	CA7400	(9-07)	Endorsement/New Amendment/Conditions		0.00	CA7400_200709.pdf
Approved	Voiding Insurance While A Certain Person is Operating "Auto"	CA7202	(6-07)	Endorsement/Replacement/Amendment/Conditions	CA7202 (7-97)	0.00	CA7202_200706.pdf
Approved	Garage Declarations Dealers Coverage Form	CA7012.1 A	9-94	Declaration Replacement/Schedule	CA7012A (1-87)	0.00	CA7012_1A_199409.pdf

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

**EMC CHOICE EQUIPMENT DEALERS' INDUSTRY EXTENSION**

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

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

**SCHEDULE\***

<b>The Annual Aggregate Limit of Insurance is \$100,000 unless another limit is shown below:</b>	
<input type="checkbox"/>	<b>\$300,000</b>
<input type="checkbox"/>	<b>\$500,000</b>
<b>Deductible per claim:</b>	<b>\$ 1,000</b>
*If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.	

**A. The following is added to SECTION II – LIABILITY COVERAGE A. Coverage:**

**1. Hourmeter And Prior Damage Disclosure Errors And Omissions Coverage**

a. We shall pay sums which you must pay as “damages” because of error or omission in failing to comply with:

- (1) Any federal, state or local statute regarding accurate hourmeter readings; or
- (2) Any federal, state or local statute regarding disclosure of prior damage.

b. The following additional provisions apply to this coverage:

For the purpose of Hourmeter And Prior Damage Disclosure Errors And Omissions Coverage the word, “damages” means, and is limited to, the difference between:

- (1) The market value of your “product” as represented when sold to your customer; and
- (2) The market value of your “product” in the actual condition in which it existed at the time of sale.

c. You may not abandon your “product” to us. Our payment of damages ends our duty under this insurance. However, we shall have the right and duty to defend any suit against you seeking damages on account of such error and omission, even if any of the allegations in the suit are groundless, false or fraudulent, and we may make such investigation and settlement of any claim or suits as we deem expedient.

d. For the purpose of Hourmeter And Prior Damage Disclosure Errors And Omissions Coverage, coverage afforded by this endorsement does not apply to, and we shall have no duty to defend, any liability for claims arising out of any dishonest, fraudulent, criminal or intentional act or acts committed by you, any of your partners, officers, employees or agent or other parties in interest whether acting alone or in collusion with others.

**2. Truth In Lending Errors And Omissions Coverage**

We will pay on your behalf all sums you become legally obligated to pay as damages solely by operation of Title 1, Section 130, Civil Liability, of the Consumer Credit Protection Act (15 U.S.C.A. § 1640) because of error or omission in failing to comply with that section of the Act or any similar state or local statute.

This endorsement does not apply to any criminal liability.

**3. Secured Interests Errors And Omissions Liability Coverage**

We will pay sums which you must pay as damages because of act, error or failure to file notice of a secured interest in accordance with any federal, state or local statute.

We have the right and duty to defend any suit against you because of error, omission or failure to file, even if the allegations are groundless, false or fraudulent, We may investigate and settle any claim or suit.

Your “employees” are included as insureds.

This endorsement does not apply to any criminal liability.

#### 4. **Equipment Dealers Insurance Agents Errors And Omissions Liability Endorsement**

We will pay on your behalf all sums you become legally obligated to pay as damages because of negligent acts, errors or omissions in the conduct of your business as an "insurance agent" but only with respect to Credit Life Insurance, Credit Accident and Health Insurance placed by an insurance agent in the conduct of "garage operations".

We have the duty and right to defend any "insured" against a claim or "suit" asking for these damages. However, we have no duty under this endorsement to defend any "insured" against a "suit" seeking damages not covered by this endorsement. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance stated in this endorsement has been exhausted by payment of judgments or settlements.

#### **B. SECTION II – LIABILITY COVERAGE** for the purpose of this endorsement is amended as follows:

1. Item **B. Exclusions** is amended to include the following:
  - a. Insurance afforded by this endorsement does not apply to, and we have no duty to defend, any liability or claim arising out of Section 112, Criminal Liability, of Title 1 (Truth in Lending Act) of the Consumer Protection Act (15 U.S.C.A § 1611).
  - b. Any dishonest, fraudulent, criminal, intentional or malicious act or omission by any "insured".
  - c. Claim or "suit" brought by an enterprise:
    - (1) Wholly or partly owned, operated, controlled or managed by any "insured" or
    - (2) Which owns, operates, controls or manages any "insured".
  - d. Any "accident".
  - e. Liability of others assumed by an "insured" under a contract or agreement, unless the "insured" would have been legally liable in the absence of such contract or agreement.
  - f. Libel, slander, discrimination or violations of rights of privacy by an "insured".
  - g. Any claim for mental anguish or humiliation.
  - h. Any claim made or "suit" brought as a result of any extended warranty or mechanical breakdown agreement.

- i. Any "product related damage" claims because of recall of your "products" or "work you performed" due to a known or suspected defect or deficiency to the "products".
- j. Any "product related damage" unless purchaser has attempted to mitigate the "loss".
- k. Any warranty of performance or warranty of fitness of contract of agreement.
- l. Willful violation or any federal, state, or municipal law, regulation, ordinance or code.
- m. "Bodily injury" or "property damage".
- n. Willful violation of an "insured contract" with an "insurer".
- o. Any claim or "suit" for commissions, taxes or the failure to collect, pay or return premiums.
- p. Any claims or "suit" arising out of the insolvency or financial inability to pay claims of any insurance company in which the "insured" has placed insurance.

#### 2. For the purpose of this endorsement **C. Limit Of Insurance** is amended to read as follows:

The Limit of Insurance shown in the Schedule is the most we will pay for the aggregate of all damages covered under this endorsement regardless of the number of insured, claims made or "suits" brought, or persons or organizations making claims or bringing "suits".

#### 3. For the purpose of this endorsement **D. Deductible** is replaced with the following:

- a. Our obligation to pay damages and "defense costs" on your behalf applies only to the amount of damages paid in excess of the deductible amount, stated in the Schedule.
- b. The deductible shall only be applied once per claim and shall be deducted from each claim prior to application of the Limit of Insurance provision.
- c. To settle a claim or "suit", we may pay all or any part of the deductible. If this happens, you must reimburse us for the deductible or that portion we paid.

#### **C. SECTION V – GARAGE CONDITIONS B. General Conditions** is amended as follows:

1. Paragraph **5. Other Insurance** paragraph **d.** is replaced with the following:
  - d. Insurance provided by this endorsement is excess over any other collectible insurance.

When this endorsement and any other insurance covers on the same excess basis, we will pay only our share. Our share is the proportion that the Limit of Insurance of this endorsement bears to the total of the limits of all the insurance covering on the same excess basis.

2. Paragraph **8. Two Or More Coverage Forms Or Policies Issued By Us** is replaced with the following:

If insurance provided by this endorsement and any other Coverage Form, policy or endorsement issued to you by us or any company affiliated with us apply to the same "accident", claim, "suit" or "loss", the aggregate maximum Limit of Insurance under all Coverage Forms, policies or endorsements shall not exceed the highest applicable Limit of Insurance, subject to the corresponding deductible provision, available under any one Coverage Form, policy or endorsement.

- D. SECTION VI – DEFINITIONS is amended as follows:

1. For the purpose of this endorsement the following **DEFINITIONS** – are amended as follows:

B. "Auto" means a land motor vehicle, "trailer", semi trailer or "mobile equipment".

H. "Garage operations" means the ownership, maintenance or use of locations for garage operations and Equipment Dealers, including all operations necessary or incidental to garage business including Equipment Dealers.

L. "Loss" as it applies to Insurance Agents Errors and Omissions Liability Coverage, means direct physical loss or damage to property or monetary loss to a claimant because of any act, error or omission arising out of your business as an "insurance agent". This insurance applies only in connection with "auto" Physical Damage Insurance, Credit Life Insurance or Credit Accident and Health Insurance.

P. "Suit" means a civil proceeding in which damages are alleged because of "product related damage," to which this insurance applies. "Suit" includes an arbitration proceeding alleging such damages and to which you must submit or submit with our consent.

2. For the purpose of this endorsement, **DEFINITIONS** – are added as follows:

T. Paragraph T. is added as follows:

"Mobile Equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

- U. "Product related damage" means any claim or "suit" brought against you, by or on behalf of your customer, seeking damages arising out of the sale, service or repair of your "products". Such sale, service or repair must occur during the policy period.

- V.** "Defense costs" includes and is limited to:
- (1)** All expenses we incur.
  - (2)** The cost of bonds to release attachment, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.
  - (3)** All reasonable expenses incurred by you at our request, including actual loss of earnings up to \$350 a day because of time off from work.
  - (4)** All costs taxed against the "insured" in any "suit" against the "insured" we defend.
  - (5)** All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against you we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limits of Insurance.
  - (6)** Prejudgment interest awarded against the "insured" on that part of the judgment we pay.
- W.** "Insurance Agent" means a person or organization properly licensed to write insurance.

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

**EMC CHOICE GARAGE PROGRAM EXTENSION**

This endorsement modifies insurance provided under the following:

**GARAGE COVERAGE FORM**

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

**A. SECTION II – LIABILITY COVERAGE A. Coverage** is amended by adding the following:

**5. Fire Legal Liability**

We will pay up to \$300,000 for any one fire.

- a. The insurance applies to “property damage” caused by fire to premises while rented to you or temporarily occupied by you with the permission of the owner.
- b. Exclusions 3. through 17. do not apply to this coverage.
- c. Subject to the Aggregate Limit of Insurance “Garage Operations” – Other Than Covered “Autos”, the most we will pay for all “property damage” resulting from any one fire is \$300,000.
- d. This insurance is excess over any collectible property insurance (including any deductible portion of that insurance) available to the “insured”.

**6. Host Liquor Liability Coverage**

We will also pay all sums the “insured” legally must pay as damages because of “bodily injury” or “property damage” arising out of the giving or serving of alcoholic beverages at functions incidental to your “garage operations” provided you are not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

**7. Medical Payments**

- a. We will pay reasonable medical and funeral expenses to or for each person who sustains “bodily injury” to which this coverage applies, caused by an “accident” and resulting from:

- (1) The maintenance or use of the locations shown in the Declarations and that portion of the roads or other accesses that adjoin these locations for “garage operations”.
- (2) All operations necessary or incidental to a “garage operations”.

We will pay only those expenses incurred for services rendered within three years

from the date of the “accident”.

- b. This insurance does not apply to:

- (1) “Bodily injury” resulting from the maintenance or use of any “auto”.
- (2) “Bodily injury” to a person, whether or not an “employee” of any “insured”, if benefits for the “bodily injury” are payable or must be provided under a workers’ compensation or disability benefits law or a similar law.
- (3) “Bodily injury” caused by declared or undeclared war or insurrection or any of their consequences.
- (4) “Bodily injury” to any “insured”.

**c. Limit of Insurance**

Regardless of the number of persons who sustain “bodily injury” or claims made, the most we will pay for “bodily injury” for each person injured in any one “accident” is the Limit of Medical Payments Coverage shown in the Declarations.

**d. Changes in Conditions**

The Transfer of Rights of Recovery against Others to Us Garage Condition does not apply.

**B. SECTION II – LIABILITY COVERAGE, A. Coverage**, is amended as follows:

- 1. Paragraph 3. **Who Is An Insured** paragraph a., is amended by adding item 4. as follows:

**a. Blanket Additional Insured**

Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Garage Coverage Form.

**b. Newly Formed Or Acquired Organizations/Garage Operations**

ny “garage operations” you newly acquire or form after the effective date of this policy in which you maintain ownership or majority interest.

However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
  - (a) The organization is a partnership or a joint venture; or
  - (b) That organization is covered under other similar insurance
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

**c. Subsidiaries As Insureds**

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other garage liability policy or was an "insured" under such policy but for the termination of that policy or the exhaustion of the policy's limits of liability.

**d. Owners of Garage Premises**

- (1) The person or organization named in a contract, but only for liability arising out of the ownership, maintenance and use of that part of the described premise which is leased to you.
- (2) The insurance afforded by this endorsement does not apply to:
  - (a) Any "accident" which occurs after you cease to be a tenant of the described premise.
  - (b) Structural alterations, new construction or demolition operations performed by or for the person or organization named in a contract.

2. Paragraph **3.b.(2)** is amended by adding the following:

If you are a partnership, the spouse of a partner is an "insured" with respect to the conduct of your "garage operation".

3. Paragraph **A.4. Coverage Extensions, a. Supplementary Payments**, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including

actual loss of earnings up to \$350 a day because of time off from work.

4. Paragraph **A.4. Coverage Extensions** is amended by adding the following:

**c. Hired Auto Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of \$50,000 or Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightening.
- (3) Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

The insurance provided under this provision is the excess over any other collectible insurance.

**C. SECTION II – LIABILITY COVERAGE, B. Exclusions** is amended as follows:

1. Paragraph **1. Expected or Intended Injury** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". But for "garage operations" other than covered "autos" this exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Paragraph **5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

3. Paragraph **11. Watercraft or Aircraft** is amended by adding the following:

This exclusion does not apply to:

- a. A watercraft while ashore on premises where you conduct "garage operations"; or
- b. A watercraft you do not own that is:
  - (1) Less than 51 feet long; and
  - (2) Not being used to carry persons or property for a charge.

If there is other applicable collectible insurance covering damages payable under Non-Owned Watercraft Coverage, we will not make any payments under this coverage.

4. Paragraph **18** is added as follows:
- Medical and Related Professional Business Or Occupation** is added as follows:
- a. This insurance does not apply to:
    - (1) "Bodily injury" resulting from the providing or the failure to provide any medical or other professional services.
    - (2) "Bodily injury" resulting from food or drink furnished with these services.
    - (3) "Bodily injury" resulting from furnishing or dispensing drugs or medical, dental or surgical supplies or appliances.
    - (4) "Bodily injury" or "property damage" resulting from the handling of corpses.

**D. SECTION IV – PHYSICAL DAMAGE COVERAGE**

- A. Coverage** is amended as follows:
1. Paragraph **2. Towing – Non Dealers Only** is replaced with the following:
 

If your business is shown in the Declarations as something other than an "auto" dealership, we will pay for towing and labor cost incurred, subject to the following:

    - a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
    - b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

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

2. Paragraph **4. Coverage Extension a. Transportation Expenses** is replaced with the following:
 

If your business is shown in the Declaration as something other than an "auto" dealership:

  - a. We will pay up to \$75 per day to a maximum of \$1,000 for 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 Cause of Loss Coverage. We will pay for 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".
  - b. If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of like kind and quality as the stolen covered "auto," or \$75 per day, whichever is less, subject to the \$1,000 maximum.

3. Paragraph **4. Coverage Extensions** is amended by adding the following:
  - c. All reasonable expenses incurred by the "insured" at our request including loss of earnings up to \$350 a day because of time off from work.

**E. SECTION IV – PHYSICAL DAMAGE COVERAGE B. Exclusions** is amended as follows:

1. Paragraph **6.a. Other Exclusions** is amended by adding the following:
 

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**F. SECTION IV – PHYSICAL DAMAGE COVERAGE D. Deductible** is amended by adding the following:

3. **Glass Repair**

If a Comprehensive Coverage deductible is shown in the Declarations, it does not apply to the cost of repairing damaged glass. However, if the damaged glass is replaced, the deductible shown in the Declarations will apply.

4. **Loss of Two or More Covered "Autos" From One "Accident"**

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those units involved.

**G. SECTION V – GARAGE CONDITIONS, A. Loss Conditions** paragraph **2.** is amended by adding the following:

1. Item **d.** is added as follows:
 

Your obligation to notify us promptly of an "accident," claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

**H. SECTION V – GARAGE CONDITIONS B. General Conditions** is amended as follows:

1. Paragraph **2. Concealment, Misrepresentation Or Fraud** is amended by adding the following:
 

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not

affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

2. Paragraph **3. Liberalization** is amended by adding the following:

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

- I. **SECTION VI – DEFINITIONS**, is amended as follows:

1. Item **B.** is amended to read “Auto” means a land motor vehicle, “trailer”, semi trailer or “mobile equipment”.

2. Paragraph **C.** is replaced with the following:

“Bodily Injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

3. Paragraph **H.** is amended to read as follows:

“Garage Operations” means the ownership, maintenance or use of locations for garage operations and Equipment Dealers including operations necessary or incidental to garage business including Equipment Dealers.

4. Paragraph **T.** is added as follows:

"Mobile Equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;

- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GARAGE ENHANCEMENT EXTENSION**

This endorsement modifies the insurance under the following:

## GARAGE COVERAGE FORM

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

**A. CONSUMER COMPLAINT PROTECTION COVERAGE**

1. The following is added to **SECTION II – LIABILITY COVERAGE, A. Coverage:**

We will pay on your behalf all sums you become legally obligated to pay as a result of “product related damage”.

We have the right and duty to defend any “suit” asking for these damages. Our right and duty to defend includes payment of “defense costs”. We may investigate and settle any claim or “suit” as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance stated in this endorsement has been exhausted by payment of claims or “suits”.

2. Item **C. Limit Of Insurance** is amended by adding the following for the purpose of this endorsement:

\$25,000 is the most we will pay in damages and “defense costs” for any one claim or “suit” for “product related damage”. \$75,000 is the most we will pay for the aggregate of all damages and “defense costs” covered under this endorsement during the policy period regardless of the number of “insureds”, claims made or “suits” brought or persons or organizations making claims or bringing “suits”.

3. For the purpose of this endorsement item **D. Deductible** is replaced with the following:

- a. Our obligation to pay damages and “defense costs” on your behalf applies only to the amount paid in excess of 15% of the total of damages and “defense costs”, or \$1,000, whichever is greater. Our right and duty to defend includes payment of “defense costs”, but only to the extent that those costs exceed the deductible.
- b. To settle a claim or “suit”, we may pay all or any part of the deductible. If this happens, you must reimburse us for the deductible or that portion we have paid.
- c. Your duties in the event of a claim or “suit” apply regardless of the application of the deductible.

4. **SECTION V – GARAGE CONDITIONS** item **B.5. Other Insurance** is deleted in its entirety and replaced with the following:

- a. Insurance provided by this endorsement is excess over any other collectable insurance.
- b. When this endorsement and any other insurance covers on the same excess basis, we will pay only our share. Our share is the proportion that the Limit of Insurance of this endorsement bears to the total of the limits of all the insurance covering on the same excess basis.

5. The following is added to **SECTION VI – DEFINITIONS:**

- a. “Product related damage” means any claim or “suit” brought against you, by or on behalf of your customer, seeking damages arising out of the sale, service, or repair must occur during the policy period.

**B. PERSONAL AND ADVERTISING INJURY**

1. The following is added to **SECTION II – LIABILITY COVERAGE, A. Coverage:**

We will pay all sums the “insured” legally must pay as damages because of “Personal and Advertising Injury” caused by an offense arising out of your business but only if the offense was committed in the Coverage Territory during the Policy Period.

We have the right and duty to defend any “insured” against a “suit” asking for these damages. However, we have no duty to defend any “insured” against a “suit” seeking damages for “Personal and Advertising Injury” to which this insurance does not apply. We may investigate and settle any claim or “suit” as we consider appropriate. Our duty to defend or settle ends when the Personal and Advertising Injury Limit of Insurance has been exhausted by payment of judgments or settlements.

2. Item 4. Coverage Extensions, a. **Supplementary Payments** is amended by adding the following:

In addition to the "Personal and Advertising Injury" Limit of Insurance, we will pay for the "insured":

- a. All expenses we incur.
- b. The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within the "Personal and Advertising Injury" Limit of Insurance.
- c. All reasonable expenses, incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.
- d. All costs taxed against the "insured" in any "suit" against the insured we defend.
- e. All interest that accrues on the full amount of any judgment after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within the "Personal and Advertising Injury" Limit of Insurance.

3. For the purpose of this insurance the following is added to **B. Exclusions**:

This insurance does not apply to:

- a. "Personal and Advertising Injury"
  - (1) For which the "insured" has assumed under any contract or agreement. But this exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement.
  - (2) Caused by or at the direction of the "insured" with the knowledge that the act would violate the rights of another and would inflict "Personal and Advertising Injury".
  - (3) Arising out of oral or written publication of material, if done by or at the direction of the "insured" with knowledge of its falsity.
  - (4) Arising out of oral or written publication of material whose first publication took place before the effective date of this insurance.
  - (5) Arising out of a criminal act committed by or at the direction of any "insured".
  - (6) Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
  - (7) Arising out of the failure of goods, products or services to conform with any statement of quality or

performance made in your "advertisement".

- (8) Arising out of the wrong description of the price of goods, "products" or services stated in your "advertisement".

(9) To:

(a) A person arising out of any:

- (i) Refusal to employ that person;
- (ii) Termination of that person's employment; or
- (iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment discipline, defamation, harassment, humiliation or discrimination directed at that person; or

- (b) The spouse, child, parent, brother or sister of that person as a consequence of personal injury to that person at whom any of the employment-related practices described in Paragraphs (i), (ii) or (iii) above is directed.

This exclusion applies:

- (a) Whether the "insured" may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

- (10) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

b. Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or "suit" by or on behalf of a governmental authority for damage because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

c. The following is added to paragraph **B. Personal and Advertising Injury**:

- (1) "Bodily injury" arising out of "Personal and Advertising Injury".

4. The following is added to **C. Limit Of Insurance** item **1. Aggregate Limit Of Insurance – “Garage Operations” – Other Than Covered “Autos”**

Subject to the Aggregate Limit Of Insurance – “Garage Operations” – Other Than Covered “Autos” and regardless of the number of “insureds”; claims made or “suits” brought; or persons or organizations making claims or bringing “suits”, the most we will pay for the sum of all damages because of all “Personal and Advertising Injury” sustained by any one person or organization is the “Personal and Advertising Injury” Limit of Insurance.

The “Personal and Advertising Injury” Limit Of Insurance is the same dollar amount as that shown for the Each “Accident” Limit Of Insurance – “Garage Operations” – other Than Covered “Autos” in the Declarations for Liability Coverage.

The Each “Accident” Limit Of Insurance – “Garage Operations” – Other Than Covered “Autos” for Liability Coverage does not apply to damages we pay because of “Personal and Advertising Injury”.

5. For the purpose of this endorsement the following are added to **SECTION VI – DEFINITIONS:**

a. “Personal and Advertising Injury” means injury, including consequential “bodily injury” arising out of one or more of the following offenses:

- (1) False arrest, detention, or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- (4) Oral or written publication of material that slanders or libels a person or organization or disparages a “person’s” or organization’s goods, products, or services;
- (5) Oral or written publication of material that violates a person’s right of privacy;
- (6) The use of another’s advertising idea in your “advertisement”; or
- (7) Infringing upon another’s copyright, trade dress or slogan in your “advertisement”.

b. “Advertisement” means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

**C. SECTION II LIABILITY COVERAGE B. Exclusions** is amended as follows:

1. Item **5. Fellow Employee** is deleted in its entirety.

2. Item **7. Leased Autos** is amended by adding the following:

This exclusion does not apply to leased or rented “mobile equipment” rented or leased by one of your customers.

Leased Liability Coverage is excess over any collectible liability insurance.

3. Item **12. Defective Products** is deleted in its entirety and replaced with the following:

However, subject to the each “Accident” Limit Of Insurance – “Garage Operations” – Other Than Covered “Autos” the coverage only applies to that amount of “property damage” to your “products” that exceeds \$250 for any one “accident”.

4. Item **13. Work You Performed** is deleted in its entirety and replaced with the following:

However, the coverage only applies to that amount of “property damage” to “work you performed” which exceeds \$250 for any one “accident”.

**D. Item C. Limit Of Insurance**

1. **Aggregate Limit Of Insurance – “Garage Operations” – Other Than Covered “Autos”** applies separately to each “location” owned by or rented to you for your “Garage Operations”. “Location” means garage or equipment dealer business premises involving the same or connecting lots, and that portion of the roads or other accesses that adjoin each.

**E. Item D. Deductible** under **SECTION II – LIABILITY COVERAGE** is deleted its entirety

**F. REPAIR REIMBURSEMENT**

**SECTION IV – PHYSICAL DAMAGE COVERAGE**, item **C. Limits Of Insurance** is amended by adding the following:

5. When you repair your own “mobile equipment” or owned “autos” damaged by an insured “loss”, we will reimburse you on the following basis:

a. 90% of the retail selling price of the parts and materials you use in making repairs or replacement, or actual cost, whichever is greater, and

b. 90% of the hourly labor rate you would have charged a retail customer for similar work performed.

(1) This additional provision does not apply:

(a) To any “mobile equipment” or “auto” that is not actually repaired;

- (b) To any parts of "mobile equipment" or "auto" that are not actually replaced;
- (c) To the total "loss" of any "mobile equipment" or "auto"; or
- (d) To any glass "loss" to any "mobile equipment" or "auto".

(2) When this provision is applied to a "loss", we agree with you that:

- (a) The provision does not work to increase our limit of liability.
- (b) **B, Exclusions, 4.a.** is modified, but only to the extent this endorsement applies.
- (c) All other provisions, exclusions and conditions of this policy remain unchanged.

**G. SECTION V – GARAGE CONDITIONS** is amended as follows:

1. Paragraph **A.2. Duties In The Event Of Accident, Claim, Suit, Or Loss** is amended by adding the following:

- d. Your obligation to notify us promptly of "accident", claim, "suit", "loss" or offense is satisfied if you send us the required notice as soon as practicable after you or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit", "loss" or offense.

2. **B. General Conditions, item 2. Concealment, Misrepresentation Or Fraud,** is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose.

However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

3. Item **B.3. Liberalization** is amended by adding the follows:

If we revise this endorsement to provide greater coverage without additional premium charge, your policy will automatically provide the additional coverage as of the date the revision is effective in your state.

4. Item **B. 7. Policy Period, Coverage Territory** is amended by adding f. as follows:

- f. We also cover "bodily injury", "property damage", or "personal advertising injury" that:

(1) Occurs during the policy period shown in the Declarations; and

(2) Is caused by an "insured" who permanently lives within the coverage territory while that "insured" is temporarily outside of the covered territory.

The original "suit" for damages resulting from such "bodily injury", "property damage", or "Personal and Advertising Injury" must be brought within the coverage territory.

This coverage does not apply to "work you performed".

**H. SECTION VI – DEFINITIONS** is amended as follows:

The following definitions are deleted and in their entirety and replaced as follows:

1. Item **B.** is amended to read "Auto" means a land motor vehicle, "trailer", semi trailer or "mobile equipment".

2. Item **C.** is amended to read "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

3. Item **H.** is amended to read "Garage Operations" means the ownership, maintenance or use of locations for garage operations including all operations necessary to garage operations including Equipment Dealers.

4. Item **P.** is amended to read "Suit" means a civil proceeding in which damages are alleged because of "product related damage", to which the Consumer Complaint Insurance applies. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

5. Paragraph **T.** is added as follows:

"Mobile Equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

**VOIDING INSURANCE WHILE A CERTAIN PERSON IS OPERATING "AUTO"**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

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

In consideration of the continuation of this policy in force by the Company, it is hereby agreed that, with respect to such insurance as is afforded under all coverage provided herein we will not be liable for "loss," damage, and/or liability caused while the "auto" described in the policy, or any other "auto" to which the terms of the policy are extended, is being driven or operated by the following named person.

Provided, you accept this endorsement as witnessed by your signature, and,

Provided further, that, unless this endorsement is revoked in writing by us, this endorsement shall be a part of this policy or any renewal of this policy issued by us.

The above exclusion has been explained to me by \_\_\_\_\_  
(Agent Name)

and I understand it. I further understand this constitutes a waiver of coverage.

\_\_\_\_\_  
(Excluded Driver)

\_\_\_\_\_  
(Named Insured, Company Representative)

\_\_\_\_\_  
Witness (Agent)

\_\_\_\_\_  
Date Signed



COMPANY NAMEXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

POLICY NUMBER: 9X9-99-99

ACCOUNT NAMEXXXXXXXXXXXXXXXXXXXX

EFF. DATE: MM/DD/YY EXP. DATE: MM/DD/YY

CLASS I - EMPLOYEES

REGULAR OPERATOR - PROPRIETORS, PARTNERS AND OFFICERS ACTIVE IN THE BUSINESS, SALESPERSONS, GENERAL MANAGERS, SERVICE MANAGERS, AND OTHER EMPLOYEES WHOSE PRINCIPAL DUTY INVOLVES THE OPERATION OF "AUTOS" OR WHO IS FURNISHED AN "AUTO".

EMPLOYEES, NOT FURNISHED AN "AUTO" - PROPRIETORS, PARTNERS AND OFFICERS ACTIVE IN THE BUSINESS, SALESPERSONS, GENERAL MANAGERS AND SERVICE MANAGERS NOT FURNISHED AN "AUTO".

ALL OTHERS - ALL OTHER EMPLOYEES

- \*NOTE: 1. PART-TIME EMPLOYEES WORKING AN AVERAGE OF 20 HOURS OR MORE A WEEK FOR THE NUMBER OF WEEKS WORKED ARE TO BE COUNTED AS 1 RATING UNIT EACH.
- 2. PART-TIME EMPLOYEES WORKING AN AVERAGE OF LESS THAN 20 HOURS A WEEK FOR THE NUMBER OF WEEKS WORKED ARE TO BE COUNTED AS ONE-HALF RATING UNIT EACH.

CLASS II - NON-EMPLOYEES

ANY OF THE FOLLOWING PERSONS WHO ARE REGULARLY FURNISHED WITH A COVERED "AUTO": INACTIVE PROPRIETORS, PARTNERS OR OFFICERS AND THEIR RELATIVES AND THE RELATIVES OF ANY PERSON DESCRIBED IN CLASS I.

ITEM SIX: LIABILITY COVERAGE FOR YOUR CUSTOMERS

IN ACCORDANCE WITH PARAGRAPH A.(2)(D) OF WHO IS AN INSURED UNDER SECTION II - LIABILITY COVERAGE, LIABILITY COVERAGE FOR YOUR CUSTOMERS IS LIMITED UNLESS INDICATED BELOW.

PARAGRAPH A.(2)(D) OF WHO IS AN INSURED UNDER SECTION II - LIABILITY COVERAGE DOES NOT APPLY.

INCLUDES COPYRIGHTED MATERIAL OF INSURANCE SERVICES OFFICE, INC. WITH ITS PERMISSION.

## **Rate Information**

Rate data does NOT apply to filing.

## Supporting Document Schedules

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

**Review Status:**  
Approved 07-24-2007

**Comments:**

**Attachment:**

pctd.pdf

**Satisfied -Name:** Form Memorandum

**Review Status:**  
Approved 07-24-2007

**Comments:**

**Attachment:**

Form memorandum.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: 50%; 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>
EMC Insurance Companies	062

4. Company Name(s)	Domicile	NAIC #	FEIN #
Employers Mutual Casualty Company	IA	21415	42-0234980
EMCASCO Insurance Company	IA	21407	42-6070764

<b>5. Company Tracking Number</b>	<b>AR-CA-2007-03</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
	Jo L. Byers P.O. Box 712 Des Moines, IA 50303	Filings Analyst	800-247-2128 ext. 2707	515-345-2223	Jo.L.Byers@EMCIns.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Jo L. Byers

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

9. Type of Insurance (TOI)	Commercial Auto
10. Sub-Type of Insurance (Sub-TOI)	Commercial Auto
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Commercial Auto
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: 10/15/07      Renewal: 10/15/07

## Property & Casualty Transmittal Document---

<b>15.</b>	<b>Reference Filing?</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
<b>16.</b>	<b>Reference Organization (if applicable)</b>			
<b>17.</b>	<b>Reference Organization # &amp; Title</b>			
<b>18.</b>	<b>Company's Date of Filing</b>	7/17/07		
<b>19.</b>	<b>Status of filing in domicile</b>	<input type="checkbox"/> Not Filed	<input checked="" type="checkbox"/> Pending	<input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	AR-CA-2007-03
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<b>21.</b>	<b>Filing Description</b> [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 pleased to introduce an optional coverage, available for EMC Choice Equipment Dealers program business only. The target Equipment Dealers will primarily be engaged in sales, service, repair, and rental or leasing (25% or less) of new and used mobile equipment, along with the sale of parts and supplies. They types of equipment considered for this program include construction equipment, agricultural and farm equipment, lawn and garden, and forklift dealers. This exception provides a broader coverage at a discount. Our new program will allow us to target these specific equipment dealers and compete in this market segment. A form memorandum is attached for your review.

<b>22.</b>	<b>Filing Fees</b> (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: \$50.00**

**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.)**

### 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>		AR-CA-2007-03		
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> <small>(Company tracking number of rate/rule filing, if applicable)</small>				
<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	EMC Choice Equipment Dealers' Industry Extension	CA7397 (9-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	EMC Choice Garage Program Extension	CA7398 (9-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Garage Enhancement Extension	CA7400 (9-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Voiding Insurance While a Certain Person is Operating Auto	CA7207 (6-07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CA7207 (7-97)	
05	Garage Declarations Dealers Coverage Form	CA7012.1A (9-94)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CA7012A (1-87)	
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		

## **EQUIPMENT DEALERS FORMS MEMORANDUM**

### **New Forms**

#### **CA7397 (9-07) - EMC Choice Equipment Dealers' Industry Extension**

Provides coverage for Errors and Omissions for exposures for, Hourmeter and Prior Damage Disclosure, Truth in Lending, Secured Interests and Equipment Dealers Insurance Agents. Limit of coverage is \$100,000 and a \$1,000 deductible per claim applies. This extension is available for use under the Equipment Dealers Program only.

#### **CA7398 (9-07) - EMC Choice Garage Program Extension**

Provides coverage for Blanket Additional Insured, Newly Formed or Acquired Organizations, Subsidiaries as insureds, Hired auto Physical Damage, Fire Legal Liability, Host Liquor Liability and Premise Medical Coverage. Amends the definition or coverage for Expected or Intended Injury, Watercraft Coverage, Air Bag and, Mental Anguish. This extension is available for use under Choice Garage Program Business only.

#### **CA7400 (9-07) - Garage Enhancement Extension**

Provides additional coverage for garage operations by combining several enhancements under one coverage form. Coverage's include Consumer Complaint Protection, Personal and Advertising Injury, Aggregate Per Location, Repair Reimbursement and Broad Form Products. Removes exclusion for Fellow Employee and \$100 deductible for completed operations. Amends the definition of leased equipment to provide coverage for leased mobile equipment.

### **Revised Forms**

#### **CA7202 (6-07) - Voiding Insurance While a Certain Person is Operating 'Auto'**

Replaces CA7202 (7-97)

We have changed the "Named Insured" line to "Named Insured, Company Representative".

#### **CA7012.1A (9-94) Garage Declarations Dealers Coverage Form**

Replaces CA7012A 01-87

We are adding additional Class I class of "Class I- Employees Not Furnished an Auto"