

## Filing at a Glance

Companies: General Casualty Company of Wisconsin, Regent Insurance Company

Product Name: Auto Extension Endorsement	SERFF Tr Num: GCCW-125227916	State: Arkansas
TOI: 20.0 Commercial Auto	SERFF Status: Closed	State Tr Num: AR-PC-07-025438
Sub-TOI: 20.0001 Business Auto	Co Tr Num: 10010710037M	State Status:
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Author: Jim Meyers	Disposition Date: 07-17-2007
	Date Submitted: 07-12-2007	Disposition Status: Approved
Effective Date Requested (New): 10-01-2007		Effective Date (New): 10-01-2007
Effective Date Requested (Renewal): 10-01-2007		Effective Date (Renewal): 10-01-2007

## General Information

Project Name: Commercial Auto Extension Endorsement	Status of Filing in Domicile: Authorized
Project Number: 10010710037M	Domicile Status Comments:
Reference Organization: N/A	Reference Number: N/A
Reference Title: N/A	Advisory Org. Circular: N/A
Filing Status Changed: 07-17-2007	
State Status Changed: 07-12-2007	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

The purpose of this filing is to seek approval of CA 7910 0801 - Changes In Commercial Auto Coverage Forms.

Since Regent Insurance Company is our preferred company, we will be attaching the form to all Business Auto policies without premium charge. We will also make the endorsement available to insureds in General Casualty Company of Wisconsin, however, it will carry a premium charge in that company.

If you have any questions about the content or intent of this filing, please contact me.

## Company and Contact

### Filing Contact Information

Jim Meyers, Commercial Lines Rate Development Specialist One General Drive Sun Prairie, WI 53596	jim.meyers@generalcasualty.com  (608) 825-5351 [Phone] (608) 825-5100[FAX]
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### Filing Company Information

General Casualty Company of Wisconsin  
One General Drive

CoCode: 24414  
Group Code: 796

State of Domicile: Wisconsin  
Company Type: Property &  
Casualty

Sun Prairie, WI 53596  
(608) 837-4440 ext. [Phone]

Group Name:  
FEIN Number: 39-0301590

State ID Number:

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Regent Insurance Company  
One General Drive

CoCode: 24449  
Group Code: 796

State of Domicile: Wisconsin  
Company Type: Property &  
Casualty

Sun Prairie, WI 53596  
(608) 837-4440 ext. [Phone]

Group Name:  
FEIN Number: 39-6062860

State ID Number:

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## Filing Fees

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

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
00400260	\$50.00	07-11-2007

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Llyweyia Rawlins	07-17-2007	07-17-2007

## **Disposition**

Disposition Date: 07-17-2007

Effective Date (New): 10-01-2007

Effective Date (Renewal): 10-01-2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

Created by SERFF on 07-17-2007 09:55 AM

<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>	Changes in Commercial Auto Coverage Forms	Approved	Yes

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Changes in Commercial Auto Coverage Forms	CA 7910	08 01	Endorsement/Amendment/Conditions	New	0.00	CA 79 10 08 01.pdf

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

## **CHANGES IN COMMERCIAL AUTO COVERAGE FORMS**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

#### **A. BROADENED WHO IS AN INSURED**

Paragraph **A.1.** — **Who Is An Insured** of **SECTION II — LIABILITY COVERAGE** is amended to include the following:

- d.** Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.
- e.** Any "employee" of yours is an "insured" while using an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
- f.** Any person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this contract.

**A.1.f.** above does not apply unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage".

#### **B. LIABILITY COVERAGE EXTENSIONS SUPPLEMENTARY PAYMENTS**

Paragraph **A.2.a.** — **Supplementary Payments** of **SECTION II — LIABILITY COVERAGE** is amended by replacing subparagraphs **(2)** and **(4)** with the following:

- (2)** Up to \$2,500 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.
- (3)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$300 a day because of time off from work.

#### **C. PHYSICAL DAMAGE COVERAGE EXTENSIONS**

Paragraph **A.4.** — **Coverage Extensions** of **SECTION III — PHYSICAL DAMAGE COVERAGE** is deleted and replacing by the following:

##### **a. Transportation Expenses**

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

##### **b. Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- 1.** Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- 2.** Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- 3.** Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$25 per day, to a maximum of \$750.

##### **c. Expenses to Return Stolen Auto**

We will pay the expense of returning a stolen covered "auto" to you.

**d. Personal Effects Coverage**

- 1. If you purchase Comprehensive Coverage on this policy for a stolen owned "auto", we will pay up to \$600 for "personal effects" stolen with the "auto".
- 2. "Personal effects" as used in this extension means tangible property that is worn or carried by the "insured". "Personal effects" does not include tools, jewelry, money or securities.

No Deductible applies to this extension.

The insurance provided by this extension is excess over any other collectible insurance.

**D. POLICY PERIOD, COVERAGE TERRITORY**

Paragraph **B.7. Policy Period, Coverage Territory** of **SECTION IV – BUSINESS AUTO CONDITIONS** is deleted and replaced by:

**7. Policy Period, Coverage Territory**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

- (1) A covered "auto" is leased, hired, rented or borrowed for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suite" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

**E. FELLOW EMPLOYEE EXCLUSION**

Paragraph **B.5.** the **Fellow Employee** exclusion of **SECTION II – LIABILITY COVERAGE** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

This coverage is excess over any other collectible insurance.

**F. POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS**

**1. LIABILITY COVERAGE** is changed as follows:

Paragraph **B.11.a.** of the **Pollution** exclusion in **SECTION II – LIABILITY COVERAGE** applies only to liability assumed under a contract or agreement.

**2. DEFINITIONS**

As used in this endorsement:

**D.** "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement; or
- 2. Any claim or "suit" by or on behalf of a government authority demanding

that the "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".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- 1. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- 2. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **1.** and **2.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- 1. The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- 2. The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

This Pollution Liability Coverage is subject to an Annual Aggregate Limit of Liability of \$100,000.

## G. HIRED AUTO PHYSICAL DAMAGE

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of like kind and use subject to the following limit:

The most we will pay for any one loss is the lesser of the following:

1. \$50,000 per accident, or
2. Actual Cash Value, or
3. The cost of repair.

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 lightning. This Hired Auto Physical Damage coverage is excess over any other collectible insurance. 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.

## H. EXTENDED EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

Paragraph 5.b. Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
  1. Any covered "auto" you lease, hire, rent or borrow; and
  2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

## I. EXTENDED TOWING

Paragraph 2. Towing of SECTION III — PHYSICAL DAMAGE COVERAGE is deleted and replaced with the following:

We will pay for towing and labor costs each time a covered "auto" is disabled. All labor must be performed at the place of disablement. If the "auto" is of the private passenger type, there will be no deductible. If the "auto" is other than a private passenger type, a \$100 deductible will apply.

The most we will pay under this EXTENDED TOWING coverage is \$500 per occurrence.

## J. RENTAL REIMBURSEMENT COVERAGE

1. This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as carrying physical damage coverage.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred; or
  - b. \$50 per day.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the paragraph A.4. Coverage Extensions in SECTION III — PHYSICAL DAMAGE COVERAGE.

No Deductible applies to this coverage.

## K. COMMUNICATION EQUIPMENT COVERAGE

1. PHYSICAL DAMAGE COVERAGE with respect to a covered auto described in the Schedule or in the Declarations, also applies to "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of "loss", or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

This coverage will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described above. However, this does not include tapes, records or discs.

2. No deductibles apply to this coverage.
3. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind or quality; or
  - c. \$1000

#### **L. LEASED AUTO REPLACEMENT COVERAGE**

This coverage applies only to a leased "auto" described or designated in the schedule or in the Declarations as carrying physical damage coverage.

1. Paragraph **C. Limit Of Insurance** of **SECTION III — PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:
  - a. The most we will pay for "total loss" in any one "accident" is the greater of:
    - (1) The amount you owe under the terms of the lease agreement to which your covered "auto" is subject. The amount payable will be reduced by:
      - (a) Overdue payments and financial penalties associated with those payments as of the date of the loss;
      - (b) The transfer or rollover of a previous outstanding lease balance from another vehicle to the original lease for "your covered auto";
      - (c) The dollar amount of any unrepaired damage which occurred prior to the total loss of "your covered auto";
      - (d) All refunds paid or payable to you as a result of the early termination of the lease agreement or as a result of the early termination of any warranty or extended service agreement on "your covered auto";
      - (e) Financial penalties imposed under the lease agreement for high mileage, excessive use or abnormal wear and tear;
      - (f) Security deposits not refunded by the lessor; or

(2) Actual cash value of the stolen or damaged property.

- b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.
  - c. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
2. Paragraph **A. Loss Conditions** of **SECTION IV — BUSINESS AUTO CONDITIONS** is amended by adding the following:

The insurance coverage provided by this endorsement shall apply only to the original lease agreement written on "your covered auto".

3. Paragraph **B.5. Other Insurance** of **SECTION IV — BUSINESS AUTO CONDITIONS** is amended by adding the following:

The insurance coverage provided by this endorsement shall be excess over any other collectible insurance of a similar type.

4. **SECTION V — DEFINITIONS** is amended by adding the following:

"Total Loss" means a loss in which cost of repairs plus the salvage value exceeds the actual cash value.

#### **M. GLASS REPAIR — WAIVER OF DEDUCTIBLE**

Paragraph **D. Deductible** — of **SECTION III — PHYSICAL DAMAGE COVERAGE** is amended to include the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **N. AIRBAG COVERAGE**

Paragraph **B.3.** of **SECTION III — PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
  - a. Wear and tear, freezing, mechanical or electrical breakdown.
  - b. Blowouts, punctures or other road damage to tires.

Mechanical breakdown in **3.a.** above does not apply to the accidental discharge of an airbag.

## **Rate Information**

Rate data does NOT apply to filing.

## Supporting Document Schedules

<b>Satisfied -Name:</b>	Uniform Transmittal Document- Property & Casualty	<b>Review Status:</b> Approved	07-17-2007
<b>Comments:</b>			
<b>Attachment:</b>			
AR Property & Casualty Transmittal Document.pdf			



## Property & Casualty Transmittal Document—

**20.** This filing transmittal is part of Company Tracking #

10010710037M

**21. Filing Description** [This area should be similar to the body of a cover letter and is free-form text]

The purpose of this filing is to seek approval of CA 7910 0801 - Changes In Commercial Auto Coverage Forms.

Since Regent Insurance Company is our "preferred" company, we will be attaching the form to all Business Auto policies without premium charge. We will also make the endorsement available to insureds in General Casualty Company of Wisconsin, however, it will carry a premium charge in that company.

**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 #:** 400260

**Amount:** 50

**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.)**