

Filing at a Glance

Company: Nationwide Assurance Company

Product Name: Personal Auto

TOI: 19.0 Personal Auto

Sub-TOI: 19.0001 Private Passenger Auto
(PPA)

Filing Type: Form

SERFF Tr Num: NWPP-125236754 State: Arkansas

SERFF Status: Closed

Co Tr Num:

Co Status:

Author: Teresa Neff

Date Submitted: 07-18-2007

State Tr Num: AR-PC-07-025492

State Status:

Reviewer(s): Alexa Grissom, Betty
Montesi, Brittany Yielding

Disposition Date: 07-24-2007

Disposition Status: Approved

Effective Date (New): 01-01-2008

Effective Date (Renewal):

Effective Date Requested (New): 01-01-2008

Effective Date Requested (Renewal): 01-01-2008

General Information

Project Name: AR-NSA-A-PJAE-UMPD-07-07

Project Number: AR-NSA-A-PJAE-UMPD-07-07

Reference Organization:

Reference Title:

Filing Status Changed: 07-24-2007

State Status Changed: 07-18-2007

Corresponding Filing Tracking Number:

Filing Description:

V-3401, Mandatory Endorsement and V-3222-B, Uninsured Motorists - Property Damage

Status of Filing in Domicile: Not Filed

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Company and Contact

Filing Contact Information

Teresa Neff,

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Columbus, OH 43215-2220

(614) 249-5726 [Phone]

() -[FAX]

Filing Company Information

Nationwide Assurance Company

One Nationwide Plaza 1-19-10

Columbus, OH 43215-2220

(614) 249-4600 ext. [Phone]

CoCode: 10723

Group Code: 140

Group Name:

FEIN Number: 95-0639970

State of Domicile: Wisconsin

Company Type:

State ID Number:

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50.00 x 1 filing x 1 company = \$50.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Nationwide Assurance Company	\$50.00	07-18-2007	14655361

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	07-24-2007	07-24-2007

Disposition

Disposition Date: 07-24-2007

Effective Date (New): 01-01-2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Created by SERFF on 07-24-2007 02:48 PM

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Summary of Changes	Approved	Yes
Form	Mandatory Endorsement	Approved	Yes
Form	Uninsured Motorists - Property Damage	Approved	Yes

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Mandatory Endorsement	V-3401		Endorseme New nt/Amendm ent/Condi ons		51.30	V3401.pdf
Approved	Uninsured Motorists - Property Damage	V-3222-B		Endorseme Replaced nt/Amendm ent/Condi ons	V-3222-A	54.38	V3222B.pdf



Endorsement 3401

Mandatory Endorsement

Please attach this important addition to your auto policy.

With this endorsement, the policy is amended as follows:

Physical Damage

Coverage Extensions

USE OF OTHER MOTOR VEHICLES

The Use of Other Motor Vehicles clause is deleted and replaced to read:

The insurance on **your auto** also covers other **motor vehicles** as follows:

1. A **private passenger auto** that is newly acquired by **you**. **You** must report the acquisition of the vehicle to **us** during the first 30 days **you** own the vehicle. Also, if the newly acquired vehicle does not replace **your auto**, all household vehicles owned by **you** must be insured by **us** or an affiliate for this extension of coverage to apply.

We provide this coverage only if **you** do not have other collectible insurance. **You** must pay any added premium resulting from this coverage extension.

2. A rented **private passenger auto**.
 - a) This applies only:
 - (1) while such auto is rented by **you**; and
 - (2) if such auto is rented from a rental company for 30 days or less.
 - b) **We** will not pay for **loss** involving a **private passenger auto** rented or leased by anyone for or on behalf of the employer of an **insured**.
3. A **motor vehicle** loaned to **you** by a duly licensed automobile dealer for demonstration purposes or as a temporary substitute for **your auto** while it is out of use because of breakdown, repair, servicing or **loss**.

Physical Damage

Limits and Conditions of Payment

OTHER INSURANCE

The Other Insurance clause is deleted and replaced to read:

If there is other insurance that covers any **loss**, **we** will pay only **our** share of the **loss**. **Our** share is **our** proportion of the total insurance collectible for the **loss**. For **loss** to **motor vehicles** other than **your auto**, **we** will pay only the insured **loss** not covered by other insurance or self-insurance.

However, if the other **motor vehicle** is:

- a) loaned to **you** by a duly licensed automobile dealer, for demonstration purposes or as a temporary substitute for **your auto** while it is out of use because of breakdown, repair, servicing or **loss**; or
- b) rented from a rental company;

this coverage will be primary. Coverage will be provided only to the extent of the coverages provided to **your auto**.

Auto Liability

Limits and Conditions of Payment

OTHER INSURANCE

Under the Other Insurance clause, paragraphs 1. and 3. are deleted and replaced to read:

1. In any loss involving the use of **your auto**, **we** will be liable for only **our** share of the loss if there is other collectible liability insurance. **Our** share is **our** proportion of the total insurance limits for the loss. However, this insurance is primary when **your auto** is being operated by:
 - a) **you**;

- b) a **relative**; or
 - c) any other person not otherwise excluded from coverage under this policy while operating **your auto** within the scope of **your** permission.
3. However, if the other **motor vehicle** is:
- a) loaned to **you** by a duly licensed automobile dealer, for demonstration purposes or as a temporary substitute for **your auto** while it is out of use because of breakdown, repair, servicing or loss: or
 - b) rented from a rental company;
- this coverage will be primary.

Personal Injury Protection

AUTO MEDICAL EXPENSE COVERAGE

WORK LOSS COVERAGE

DEATH BENEFITS, DISMEMBERMENT AND LOSS OF SIGHT COVERAGE

LIMITS AND CONDITIONS OF PAYMENT

OTHER INSURANCE

Under the Other Insurance clause for Personal Injury Protection coverage, paragraph 2. is deleted and replaced to read:

2. **We** will be liable for **our** proportional share of the loss. This share will be determined by **our** proportion of the total insurance available. However, if a **motor vehicle** is:
- a) loaned to **you** by a duly licensed automobile dealer, for demonstration purposes or as a temporary substitute for **your auto** while it is out of use because of breakdown, repair, servicing or loss: or
 - b) rented from a rental company;
- this coverage will be primary.

Uninsured Motorists and Underinsured Motorists

Limits and Conditions of Payment

OTHER INSURANCE

Under the Other Insurance clause, paragraph 1. is deleted and replaced to read:

1. If there is other insurance for **bodily injury** suffered by an **insured** while **occupying a motor vehicle** other than **your auto**, **our** coverage is excess over any other collectible:
- a) insurance;
 - b) self insurance;
 - c) proceeds from a governmental entity; or
 - d) sources of recovery.

This insurance will apply only in the amount by which the limit of coverage under this policy exceeds the total amount collectible from all of the above noted recovery sources.

However, if the other **motor vehicle** is:

- a) loaned to **you** by a duly licensed automobile dealer, for demonstration purposes or as a temporary substitute for **your auto** while it is out of use because of breakdown, repair, servicing or loss: or
 - b) rented from a rental company;
- this coverage will be primary.

Nationwide Mutual Insurance Company and Affiliated Companies
One Nationwide Plaza Columbus, OH 43215-2220
Hearing or Voice Impaired: 1-800-622-2421 (TTY only)
nationwide.com

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Endorsement 3222A

Uninsured Motorists—Property Damage Coverage (Arkansas)

Please attach this important addition to your auto policy.

With this endorsement, the policy is amended to provide Uninsured Motorists Property Damage coverage. Coverage is subject to all terms and conditions of the policy, except as specifically changed by this endorsement.

COVERAGE

Under this coverage we will pay for **property damage** caused by collision, including loss of use, that **you** or **your** legal representative are legally entitled to recover from the owner or driver of an **uninsured motor vehicle**. Damages must result from an accident arising out of the:

1. ownership;
2. maintenance; or
3. use;

of the **uninsured motor vehicle**.

DEFINITIONS APPLICABLE TO THIS COVERAGE

Property damage means the injuring or destruction of:

1. **Your auto**.
2. A **motor vehicle you** do not own, while it substitutes temporarily for **your auto**. **Your auto** must be out of use because of:
 - a) breakdown;
 - b) repair;
 - c) servicing; or
 - d) loss.
3. A **private passenger auto** newly acquired by **you**. The coverage applies only during the first 30 days **you** own the vehicle, unless it replaces **your auto**.
4. Any other **private passenger auto** while it is being operated by **you**. However, the vehicle must not be:
 - a) owned by **you** or a **relative**; or
 - b) furnished to **you** or a **relative** for regular use.

An **uninsured motor vehicle** is:

- a) one for which there is no property damage liability bond or insurance at the time of the accident in at least the amounts required by the financial responsibility law where **your auto** is principally garaged.
- b) one for which the insuring company denies coverage or becomes insolvent.
- c) a "hit-and-run" **motor vehicle** which causes **property damage** to an insured vehicle by physical contact with such vehicle.

The driver and the owner of the "hit-and-run" vehicle must be unknown. A report must be made to the police within 24 hours. **We** must have a sworn statement within 30 days. It must state that the **insured** has a legal action due to the accident. It must include facts to support the action. The vehicle must be made available for **our** inspection.

We will not consider as an **uninsured motor vehicle**:

- a) a **motor vehicle** that is "self-insured" under any law;
- b) any vehicle in use as a residence or premises;
- c) any equipment or vehicle designed for use mainly off public roads except while on public roads;
- d) any **motor vehicle** insured under the liability coverage of this policy; nor
- e) any vehicle owned by or furnished for the regular use of **you**, a **relative** or a **resident**.

RECOVERY

1. Before recovery, **we** and the **insured** must agree on two points:
 - a) whether there is legal right to recover damages from the owner or driver of an **uninsured motor vehicle**; and if so,
 - b) the amount of such damages.
2. Any judgment against the uninsured will be binding on **us** only if it has **our** written consent.

COVERAGE EXCLUSIONS

This coverage does not apply:

1. To any **motor vehicle** while used:
 - a) to carry persons or property for a fee; or
 - b) for retail or wholesale delivery, including but not limited to pizza, magazine, newspaper and mail delivery.

This exclusion does not apply to **your auto** used in shared-expense car pools.
2. To use of any vehicle by an **insured** without permission of the owner.
3. If the **insured** settles, without **our** written consent, with any party who may be liable.
4. To directly or indirectly benefit any insurer of property.
5. To **property damage** for which the **insured** has been compensated by other insurance.
6. To any auto shown on the Declarations or its replacement, for which this coverage is not indicated.
7. To any personal property contained in a **motor vehicle**.
8. To **your auto** while rented, leased or sold to others.

Sale means any type of legal conveyance of ownership including but not limited to a conditional sale, contract for sale, or rent to own, regardless of whether title has been transferred.

INSURED PERSONS' DUTIES

1. The **insured** must:
 - a) submit written proof of loss to **us** within 30 days after the loss unless **we** grant an extension of this time in writing. It must be under oath. It must include details of:
 - (1) the interest the **insured** and all others have in the damaged property;
 - (2) any encumbrances on it;

- (3) its cash value at time of loss;
 - (4) the time, place, cause, and amount of loss; and
 - (5) the kind and amount of all other insurance covering the property.
- b) make damaged property available for **our** inspection.
2. After notice of claim, **we** may require the **insured** to take necessary action to preserve all rights to recover damages from any legally liable party.
3. If an **insured** brings legal action for **property damage** against any party legally responsible for use of a **motor vehicle** involved in the accident, a copy of the summons and complaint or other process served must be sent immediately to **us**.

SUBROGATION

We have the right of subrogation under this coverage. This means that after paying a loss to **you** or others under this policy and after the **insured** has been fully compensated for the loss, **we** will have the **insured's** right to sue for or otherwise recover such loss from anyone else who may be held responsible. Alternatively, **we** may require reimbursement from the **insured** out of any settlement or judgment that duplicates **our** payments. These provisions will be applied in accordance with state law. Any **insured** will sign such papers, and do whatever else is necessary, to transfer these rights to **us**, and will do nothing to prejudice them.

DEDUCTIBLE AMOUNT

Any **deductible** amount that applies to this coverage is shown in **your** policy Declarations. However, **we** shall not pay more than the Uninsured Motorists Property Damage limits stated in the Declarations.

The **deductible** does not apply if:

1. the vehicle insured under this coverage is also insured for Collision Coverage by **us**; and
2. the operator of the other vehicle has been positively identified and is solely at fault.

LIMITS AND CONDITIONS OF PAYMENT

AMOUNTS PAYABLE FOR UNINSURED MOTORISTS LOSSES

We agree to pay losses up to the limit stated in the attached Declarations. The following applies to that limit:

1. **Our** obligation to pay for **property damage** caused by collision is limited to the actual cash value or the cost of replacement, whichever is less, of the insured auto or its damaged parts at the time of loss. The determination of cash value will include consideration of fair market value, age, and condition of the property in question at time of loss.
2. Coverage applies as stated in the Declarations. The insuring of more than one person or vehicle under this policy does not increase **our** Uninsured Motorists Property Damage payment limits. The Uninsured Motorists Property Damage coverage limits which apply to **your auto** that is involved in the accident are the maximum amount of coverage an **insured** has available under this coverage. If none of **your autos** is involved in the accident, coverage limits on only one of **your autos**, as stated above, will apply. Limits on any other vehicle shall not be added to the coverage.
3. Any amount payable to or for the **insured** under this coverage will be reduced by any sums paid by or for any liable parties.
4. Any payment under this coverage to or for an **insured** will reduce the amount of damages the **insured** may be entitled to recover under the Property Damage Liability coverage of this policy.

5. Any payment to the **insured** under this coverage will be reduced by any amount paid or payable under any Physical Damage coverage of this policy.
6. Any payment under this coverage will be excess over any daily amount paid or payable under any loss of use coverage endorsement attached to this policy. In no event will **we** pay more than \$25 per day for any loss of use payment whether payable under this coverage or loss of use coverage endorsement. Loss of use payment continues:
 - a) for 30 consecutive days; or
 - b) until **your auto** is repaired; or
 - c) until a total settlement is agreed to;whichever comes first.

OTHER INSURANCE

1. **We** will pay the insured loss not covered by other insurance. However, this insurance will apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of the other insurance.
2. Except as stated in the preceding paragraph, in any occurrence in which other insurance similar to that provided in this coverage is available under another policy, **we** will be liable for only **our** proportional share of the loss. **Our** share is **our** proportion of the total insurance available. Total damages in any such occurrence will be considered not to exceed the highest limits available in any one of all policies applicable.
3. However, if a **motor vehicle** is:
 - a) loaned to **you** by a duly licensed automobile dealer, for demonstration purposes or as a temporary substitute for **your auto** while it is out of use because of breakdown, repair, servicing or loss; or
 - b) rented from a rental company;this coverage will be primary.

ASSIGNABILITY

No interest in these coverages can be transferred without **our** written consent. However, if the **policyholder** dies, this coverage will stay in force for the rest of the policy period. It will apply for the deceased's legal representative and those persons protected on the date of death.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.

Nationwide Mutual Insurance Company and Affiliated Companies
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Hearing or Voice Impaired: 1-800-622-2421 (TTY only)
nationwide.com

Nationwide, the Nationwide framemark and Nationwide is on your side are federally registered service marks of Nationwide Mutual Insurance Company.

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document- Property & Casualty	Review Status: Approved	07-24-2007
Comments:	Attached is the transmittal.		
Attachment:	AR-NSA-A-PJAE-UMPD-07-07 Trans.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: 60%;">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 #
Nationwide Insurance Company	140

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Nationwide Assurance Company	WI	10723	95-0639970	

5. Company Tracking Number	AR-NSA-A-PJAE-UMPD-07-07
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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
	William McKinley One Nationwide Plaza Columbus, OH 43215-2220	Compliance Manager	800-882-2822, ext. 77735	614-249-3672	mckinlb@nationwide.com

7. Signature of authorized filer	<i>William McKinley</i>
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8. Please print name of authorized filer	William McKinley
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Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	19.0 Personal Auto
10.	Sub-Type of Insurance (Sub-TOI)	19.0001 Private Passenger Auto (PPA)
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input 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: On or after 1-1-08 Renewal: On or after 1-1-08
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	
19.	Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	AR-NSA-A-PJAE-UMPD-07-07
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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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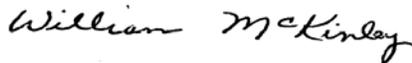
Nationwide Assurance Company, NAIC # 10723
Non Standard Auto - Private Passenger Auto
SERFF Tracking #NWPP-125236754
Mandatory Endorsement V-3401 and Uninsured Motorists - Property Damage Coverage (V-3222-B)

We are submitting for your review and approval revised forms to be used with our non standard auto program for the Nationwide Assurance Company. An effective date for new and renewal business, on or after January 1, 2008 is being requested.

New Mandatory endorsement V-3401 will be used to amend the provisions contained in the current non standard auto policy, V-503-A. We will be using updated version V-3222-B for the changes to the Uninsured Motorists - Property Damage coverage. Under a separate component header, we have provided a side-by-side document that details the changes to the coverage forms.

Your early and favorable consideration will be appreciated. If you have any questions, please feel free to contact me at 614-677-7735 or by e-mail at mckinlb@nationwide.com.

Sincerely,



William McKinley, CPCU
Manager, Product Compliance

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 #: Please see SERFF Filing Fee Tab
Amount:**

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

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

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	AR-NSA-A-PJAE-UMPD-07-07
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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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	Mandatory Endorsement	V-3401	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Uninsured Motorists - Property Damage	V-3222-B	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	V-3222-A	
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

We are filing V-3401 Mandatory Endorsement and accompanying V-3222-B Uninsured Motorists – Property Damage Coverage endorsement in the Nationwide Assurance Company. Endorsement V-3401 was developed to amend provisions contained in the current auto policy V-503-A. All of the form changes are the direct result of AR HB 2243. Differences between the current forms and revised editions are summarized below.

SUMMARY OF CHANGES:

V-503-A YOUR AUTO POLICY is amended by Mandatory Endorsement V-3401 with the following changes:

PHYSICAL DAMAGE

- Under COVERAGE EXTENSIONS
 - Under Use Of Other Motor Vehicles item 2. we deleted the last paragraph entirely.
 - Under Use Of Other Motor Vehicles item 3. is added to address coverage for motor vehicles loaned by an automobile dealer for demonstration purposes or as a temporary substitute or a vehicle rented from a rental company
- Under LIMITS AND CONDITIONS OF PAYMENT
 - Under Other Insurance, language is added to indicate this policy's coverage for a rental car will be primary.

AUTO LIABILITY

- Under LIMITS AND CONDITIONS OF PAYMENT
 - Under Other Insurance item 1. we have clarified when this insurance coverage is primary for a loss to "your auto."
 - Under Other Insurance, item 3. language is added to indicate this policy's coverage for a rental car will be primary.

PERSONAL INJURY PROTECTION

- Under LIMITS AND CONDITIONS OF PAYMENT
 - Under Other Insurance item 2. Auto Medical Expense; Work Loss; and Death Benefits, Dismemberment, and Loss of Sight Coverages; language is added providing for situations in which the policy's coverage will be primary.

UNINSURED MOTORISTS / UNDERINSURED MOTORISTS

- Under LIMITS AND CONDITIONS OF PAYMENT
 - Under Other Insurance item 1. language is added to indicate this policy's coverage for a rental car will be primary.

V-3222-B, Uninsured Motorists – Property Damage Coverage, replaces V-3222-A. V-3222-B is being revised with the following:

- Under LIMITS AND CONDITIONS OF PAYMENT
 - Under Other Insurance item 3. is added to indicate this policy's coverage for motor vehicles loaned by an automobile dealer for demonstration purposes or as a temporary substitute or a vehicle rented from a rental company will be primary.