

SERFF Tracking Number: PRGS-125209846 State: Arkansas
Filing Company: United Financial Casualty Company State Tracking Number: AR-PC-07-025135
Company Tracking Number: L070580-AR-PCA
TOI: 20.0 Commerical Auto Sub-TOI: 20.0001 Business Auto
Product Name: Commercial Auto
Project Name/Number: Endorsements 4852 & 4881/L070580-AR-PCA

Filing at a Glance

Company: United Financial Casualty Company

Product Name: Commercial Auto

TOI: 20.0 Commerical Auto

Sub-TOI: 20.0001 Business Auto

Filing Type: Form

SERFF Tr Num: PRGS-125209846 State: Arkansas

SERFF Status: Closed

Co Tr Num: L070580-AR-PCA

Co Status:

Author: Pdpq 4

Date Submitted: 06/18/2007

State Tr Num: AR-PC-07-025135

State Status:

Reviewer(s): Betty Montesi,
Llyweyia Rawlins

Disposition Date: 07/24/2007

Disposition Status: Approved

Effective Date Requested (New): 07/30/2007

Effective Date Requested (Renewal): 09/03/2007

Effective Date (New): 02/01/2008

Effective Date (Renewal):
03/08/2008

General Information

Project Name: Endorsements 4852 & 4881

Project Number: L070580-AR-PCA

Reference Organization:

Reference Title:

Filing Status Changed: 07/24/2007

State Status Changed: 06/19/2007

Corresponding Filing Tracking Number:

Filing Description:

The Cancellation and Nonrenewal Endorsement – Form 4852 AR (05/07) replaces the Cancellation and Nonrenewal Endorsement - Form 4852 AR (11/04), which was approved on August 18, 2005. We had to make some modifications to our endorsement due to the recent passage of HB 2440.

The Arkansas Amendatory Endorsement – Form 4881 AR (05/07) replaces the Arkansas Amendatory Endorsement – Form 4881 AR (10/05), which was approved on August 18, 2005. We also had to make some changes to this endorsement due to the recent passage of HB 2243.

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

SERFF Tracking Number: PRGS-125209846 State: Arkansas
 Filing Company: United Financial Casualty Company State Tracking Number: AR-PC-07-025135
 Company Tracking Number: L070580-AR-PCA
 TOI: 20.0 Commerical Auto Sub-TOI: 20.0001 Business Auto
 Product Name: Commercial Auto
 Project Name/Number: Endorsements 4852 & 4881/L070580-AR-PCA

Company and Contact

Filing Contact Information

Eva Melvin, Senior Counsel eva_melvin@progressive.com
 6300 Wilson Mills Rd. (440) 395-3750 [Phone]
 Mayfield Village, OH 44143 (440) 395-3790[FAX]

Filing Company Information

United Financial Casualty Company CoCode: 11770 State of Domicile: Ohio
 6300 Wilson Mills Rd, N72 Group Code: 155 Company Type:
 Mayfield Village, OH 44143-2182 Group Name: State ID Number:
 (440) 461-5000 ext. [Phone] FEIN Number: 36-3298008

Filing Fees

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

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|-----------------------------------|---------|----------------|---------------|
| United Financial Casualty Company | \$50.00 | 06/18/2007 | 14189623 |

SERFF Tracking Number: PRGS-125209846 State: Arkansas
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 TOI: 20.0 Commerical Auto Sub-TOI: 20.0001 Business Auto
 Product Name: Commercial Auto
 Project Name/Number: Endorsements 4852 & 4881/L070580-AR-PCA

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|----------|------------------|------------|----------------|
| Approved | Llyweyia Rawlins | 07/24/2007 | 07/24/2007 |
| Approved | Llyweyia Rawlins | 07/09/2007 | 07/09/2007 |

Objection Letters and Response Letters

| Objection Letters | | | | Response Letters | | |
|---------------------------------|---------------------|------------|----------------|------------------|------------|----------------|
| Status | Created By | Created On | Date Submitted | Responded By | Created On | Date Submitted |
| Pending Industry Response | Llyweyia Rawlins | 06/26/2007 | 06/26/2007 | Pdpg 4 | 07/09/2007 | 07/09/2007 |

Filing Notes

| Subject | Note Type | Created By | Created On | Date Submitted |
|---------------------------|------------------|------------------|------------|----------------|
| Renewal Date | Note To Reviewer | Pdpg 4 | 10/24/2007 | 10/24/2007 |
| Change of Effective date | Note To Filer | Llyweyia Rawlins | 10/24/2007 | 10/24/2007 |
| Change in Effective Date | Note To Reviewer | Pdpg 4 | 10/22/2007 | 10/22/2007 |
| Effective Date Change | Note To Reviewer | Pdpg 4 | 09/21/2007 | 09/21/2007 |
| Change in Effective Dates | Note To Reviewer | Pdpg 4 | 07/23/2007 | 07/23/2007 |

SERFF Tracking Number: PRGS-125209846 State: Arkansas
Filing Company: United Financial Casualty Company State Tracking Number: AR-PC-07-025135
Company Tracking Number: L070580-AR-PCA
TOI: 20.0 Commerical Auto Sub-TOI: 20.0001 Business Auto
Product Name: Commercial Auto
Project Name/Number: Endorsements 4852 & 4881/L070580-AR-PCA

Disposition

Disposition Date: 07/24/2007

Effective Date (New): 02/01/2008

Effective Date (Renewal): 03/08/2008

- Effective Date (New) changed from 07-30-2007 to 10-01-2007 and Effective Date (Renewal) changed from 09-03-2007 to 11-15-2007 by Rawlins, Llyweyia on 07-24-2007.

- Effective Date (New) changed from 10/01/2007 to 11/01/2007 by Rawlins, Llyweyia on 09/27/2007.

- Effective Date (New) changed from 11/01/2007 to 02/01/2008 and Effective Date (Renewal) changed from 11/15/2007 to 03/08/2008 by Rawlins, Llyweyia on 10/25/2007.

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PRGS-125209846 State: Arkansas
 Filing Company: United Financial Casualty Company State Tracking Number: AR-PC-07-025135
 Company Tracking Number: L070580-AR-PCA
 TOI: 20.0 Commerical Auto Sub-TOI: 20.0001 Business Auto
 Product Name: Commercial Auto
 Project Name/Number: Endorsements 4852 & 4881/L070580-AR-PCA

| Item Type | Item Name | Item Status | Public Access |
|----------------------------|--|--------------------|----------------------|
| Supporting Document | Uniform Transmittal Document-Property & Casualty | Approved | Yes |
| Supporting Document | Certificate of Readability | Approved | Yes |
| Supporting Document | Cover Letter | Approved | Yes |
| Supporting Document | Response to Objection letter | Approved | Yes |
| Form (revised) | Cancellation and Nonrenewal Endorsement | Approved | Yes |
| Form | Cancellation and Nonrenewal Endorsement | Approved | Yes |
| Form | Arkansas Amendatory Endorsement | Approved | Yes |

SERFF Tracking Number: PRGS-125209846 State: Arkansas
Filing Company: United Financial Casualty Company State Tracking Number: AR-PC-07-025135
Company Tracking Number: L070580-AR-PCA
TOI: 20.0 Commerical Auto Sub-TOI: 20.0001 Business Auto
Product Name: Commercial Auto
Project Name/Number: Endorsements 4852 & 4881/L070580-AR-PCA

Disposition

Disposition Date: 07/09/2007

Effective Date (New): 10/01/2007

Effective Date (Renewal): 11/15/2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PRGS-125209846 State: Arkansas
 Filing Company: United Financial Casualty Company State Tracking Number: AR-PC-07-025135
 Company Tracking Number: L070580-AR-PCA
 TOI: 20.0 Commerical Auto Sub-TOI: 20.0001 Business Auto
 Product Name: Commercial Auto
 Project Name/Number: Endorsements 4852 & 4881/L070580-AR-PCA

| Item Type | Item Name | Item Status | Public Access |
|---------------------|--|-------------|---------------|
| Supporting Document | Uniform Transmittal Document-Property & Casualty | Approved | Yes |
| Supporting Document | Certificate of Readability | Approved | Yes |
| Supporting Document | Cover Letter | Approved | Yes |
| Supporting Document | Response to Objection letter | Approved | Yes |
| Form (revised) | Cancellation and Nonrenewal Endorsement | Approved | Yes |
| Form | Cancellation and Nonrenewal Endorsement | Approved | Yes |
| Form | Arkansas Amendatory Endorsement | Approved | Yes |

SERFF Tracking Number: PRGS-125209846 State: Arkansas
Filing Company: United Financial Casualty Company State Tracking Number: AR-PC-07-025135
Company Tracking Number: L070580-AR-PCA
TOI: 20.0 Commerical Auto Sub-TOI: 20.0001 Business Auto
Product Name: Commercial Auto
Project Name/Number: Endorsements 4852 & 4881/L070580-AR-PCA

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 06/26/2007

Submitted Date 06/26/2007

Respond By Date

Dear Eva Melvin,

After reviewing your form filing, there is one thing that needs to be implemented.

Form: Cancellation and Nonrenewal #4852

With reference to the Cancellation provisions of this filing, please amend to comply with Ark. Code Ann. §23- 89-303(5b).

We may cancel this policy for any reason within 60 days of initial policy period. After policy is in effect 60 days in lieu of 59.

Please feel free to contact me if you have questions.

Llyweyia Rawlins

Certified Rate and Form Analyst

Property and Casualty Division

501-371-2809 Fax 501-371-2748

Email: Llyweyia.rawlins@arkansas.gov

Sincerely,

Llyweyia Rawlins

Response Letter

Response Letter Status Submitted to State

Response Letter Date 07/09/2007

Submitted Date 07/09/2007

Dear Llyweyia Rawlins,

SERFF Tracking Number: PRGS-125209846 State: Arkansas
 Filing Company: United Financial Casualty Company State Tracking Number: AR-PC-07-025135
 Company Tracking Number: L070580-AR-PCA
 TOI: 20.0 Commerical Auto Sub-TOI: 20.0001 Business Auto
 Product Name: Commercial Auto
 Project Name/Number: Endorsements 4852 & 4881/L070580-AR-PCA

Comments:

Response 1

Comments: Response and amended Form 4852 are attached.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Response to Objection letter

Comment:

Form Schedule Item Changes

| Form Name | Form Number | Edition Date | Form Type | Action | Action Specific Data | Readability Score | Attach Document |
|---|-----------------|--------------|----------------------------------|--------|----------------------|-------------------|-----------------|
| Cancellation and Nonrenewal Endorsement | 4852 AR (05/07) | 05/07 | Endorsement/Amendment/Conditions | New | | 45 | 4852 AR-2c.pdf |
| Previous Version | | | | | | | |
| Cancellation and Nonrenewal Endorsement | 4852 AR (05/07) | 05/07 | Endorsement/Amendment/Conditions | New | | 45 | 4852 AR-1c.pdf |

No Rate/Rule Schedule items changed.

Sincerely,
 Pdpg 4

SERFF Tracking Number: PRGS-125209846 *State:* Arkansas
Filing Company: United Financial Casualty Company *State Tracking Number:* AR-PC-07-025135
Company Tracking Number: L070580-AR-PCA
TOI: 20.0 Commerical Auto *Sub-TOI:* 20.0001 Business Auto
Product Name: Commercial Auto
Project Name/Number: Endorsements 4852 & 4881/L070580-AR-PCA

Note To Reviewer

Created By:

Pdpg 4 on 10/24/2007 12:39 PM

Subject:

Renewal Date

Comments:

The effective date for renewal business will be March 8, 2008.

SERFF Tracking Number: PRGS-125209846 *State:* Arkansas
Filing Company: United Financial Casualty Company *State Tracking Number:* AR-PC-07-025135
Company Tracking Number: L070580-AR-PCA
TOI: 20.0 Commerical Auto *Sub-TOI:* 20.0001 Business Auto
Product Name: Commercial Auto
Project Name/Number: Endorsements 4852 & 4881/L070580-AR-PCA

Note To Filer

Created By:

Llyweyia Rawlins on 10/24/2007 08:23 AM

Subject:

Change of Effective date

Comments:

Is this for New and Renewal effective 02-01-2008?

SERFF Tracking Number: PRGS-125209846 *State:* Arkansas
Filing Company: United Financial Casualty Company *State Tracking Number:* AR-PC-07-025135
Company Tracking Number: L070580-AR-PCA
TOI: 20.0 Commerical Auto *Sub-TOI:* 20.0001 Business Auto
Product Name: Commercial Auto
Project Name/Number: Endorsements 4852 & 4881/L070580-AR-PCA

Note To Reviewer

Created By:

Pdpg 4 on 10/22/2007 02:18 PM

Subject:

Change in Effective Date

Comments:

Please note that the effective date of this filing has been changed from November 1st, 2007, to February 1st, 2008.

SERFF Tracking Number: PRGS-125209846 *State:* Arkansas
Filing Company: United Financial Casualty Company *State Tracking Number:* AR-PC-07-025135
Company Tracking Number: L070580-AR-PCA
TOI: 20.0 Commerical Auto *Sub-TOI:* 20.0001 Business Auto
Product Name: Commercial Auto
Project Name/Number: Endorsements 4852 & 4881/L070580-AR-PCA

Note To Reviewer

Created By:

Pdpg 4 on 09/21/2007 01:19 PM

Subject:

Effective Date Change

Comments:

The effective date of these forms has been moved from October 1, 2007, to November 1, 2007.

SERFF Tracking Number: PRGS-125209846 *State:* Arkansas
Filing Company: United Financial Casualty Company *State Tracking Number:* AR-PC-07-025135
Company Tracking Number: L070580-AR-PCA
TOI: 20.0 Commerical Auto *Sub-TOI:* 20.0001 Business Auto
Product Name: Commercial Auto
Project Name/Number: Endorsements 4852 & 4881/L070580-AR-PCA

Note To Reviewer

Created By:

Pdpg 4 on 07/23/2007 01:19 PM

Subject:

Change in Effective Dates

Comments:

The proposed effective dates for these forms has been changed as follows:

New Business: from 07-30-2007 to 10-01-2007

Renewal: from 09-03-2007 to 11-15-2007

Thank you,

Anne Lape

Legal Assistant

440.395.3740

alape@progressive.com

SERFF Tracking Number: PRGS-125209846 State: Arkansas
 Filing Company: United Financial Casualty Company State Tracking Number: AR-PC-07-025135
 Company Tracking Number: L070580-AR-PCA
 TOI: 20.0 Commerical Auto Sub-TOI: 20.0001 Business Auto
 Product Name: Commercial Auto
 Project Name/Number: Endorsements 4852 & 4881/L070580-AR-PCA

Form Schedule

| Review Status | Form Name | Form # | Edition Date | Form Type Action | Action Specific Data | Readability | Attachment |
|---------------|---|-----------------|--------------|----------------------------------|----------------------|-------------|-----------------|
| Approved | Cancellation and Nonrenewal Endorsement | 4852 AR (05/07) | 05/07 | Endorsement/Amendment/Conditions | | 45.00 | 4852 AR-2c.pdf |
| Approved | Arkansas Amendatory Endorsement | 4881 AR (05/07) | 05/07 | Endorsement/Amendment/Conditions | | 41.70 | 4881AR - 1c.pdf |

CANCELLATION AND NONRENEWAL ENDORSEMENT

Except as specifically modified in this Endorsement, all provisions of the Commercial Auto Policy apply.

We agree with **you** that the insurance provided under **your** Commercial Auto Policy is modified as follows:

CANCELLATION

You may cancel this policy by calling or writing **us**, and stating the future date that **you** wish the cancellation to be effective.

We may cancel this policy by mailing a notice of cancellation to the named insured shown on the **Declarations Page** and any lienholder or loss payee named in the policy at the last known address appearing in **our** records. If **we** cancel this policy at any time due to nonpayment of premium, notice of cancellation will be mailed at least ten (10) days before the effective date of cancellation. Notice of cancellation due to any reason other than nonpayment of premium will be mailed at least twenty (20) days before the effective date of cancellation.

We may cancel this policy for any reason if this policy has been in effect less than sixty (60) days of the initial policy period.

If this policy has been in effect for sixty (60) days, or if this is a renewal or continuation policy, **we** may only cancel for one or more of the following reasons:

1. **you** do not pay the required premium for this policy when due;
2. misrepresentation by **you** of any material fact in the procurement or renewal of this policy or in the submission of any claim under this policy;
3. the occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
4. material violation of a material provision of the policy;
5. the named insured or any driver of the **insured auto** shall be convicted of:
 - a. driving while intoxicated;
 - b. homicide or assault arising out of the use of a motor vehicle; or
 - c. three separate convictions of speeding or reckless driving, or any combination of the two during the policy period, including three months prior to the effective date of the policy;
6. the driver's license or motor vehicle registration of the named insured or of any other operator who either resides in the same household or customarily operates an automobile insured under this policy has been under suspension or revocation during the policy period or, if the policy is a renewal, during its policy period or the 180 days immediately preceding its effective date; or
7. any other reason specified by law.

With respect to cancellation, this policy is neither severable nor divisible. Any cancellation will be effective for all coverage for all persons and all **autos**.

If this policy is canceled, coverage will not be provided as of the effective date and time shown in the notice of cancellation.

CANCELLATION REFUND

Upon cancellation, **you** may be entitled to a premium refund. However, **our** making or offering of a refund is not a condition of cancellation.

If this policy is canceled, any refund due will be computed on a daily pro-rata basis.

NONRENEWAL

If **we** decide not to renew or continue this policy, other than for non-payment of premium, **we** will mail notice of nonrenewal to the first named insured shown on the **Declarations Page** at the last known address appearing in **our** records. Notice will be mailed at least sixty (60) days before the end of the policy period.¹

PROOF OF NOTICE

Proof of mailing of any notice will be sufficient proof of notice.

ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Form 4852 AR (05/07)

¹ Even though H-2440 is not clearly written that way, it appears that the intent of its passage applies to cancellations only. Further other requirements that apply to commercial insurance policies mandate giving 60 days notice instead of 30 days for nonrenewals (AR Stat. §23-79-307(7), Directive 1A-2004), so to be prudent, we should still give 60 days notice.

ARKANSAS AMENDATORY ENDORSEMENT

Except as specifically modified in this endorsement, all provisions of the Commercial Auto Policy apply.

We agree with **you** that the insurance provided under **your** Commercial Auto Policy is modified as follows:

GENERAL DEFINITIONS

A. The following is added to the General Definitions:

“**Punitive or exemplary damages**” means damages which may be imposed to punish a wrongdoer and to deter others from similar conduct.

B. The definition of “**Temporary substitute auto**” under the General Definitions section is deleted in its entirety and replaced by the following:

“**Temporary substitute auto**” means any **auto**:

- a. Used, with the permission of the owner, as a substitute for an **insured auto** that has been withdrawn from normal use due to breakdown, repair, servicing, loss, or destruction;
- b. Loaned by a duly licensed automobile dealer for use as a demonstrator **auto**; or
- c. Rented or leased from any person or entity in the business of providing primarily **private passenger autos** to the public under a rental agreement for a period not to exceed 90 days;

“**Temporary substitute auto**” does not mean an **auto**:

- (i) Owned by or registered to **you**, or if you are a natural person, not owned by or registered to **you**, **your** nonresident spouse, or a resident of the household in which **you** reside;
- (ii) Leased by **you** under a written contract for a period of 6 months or more, or if **you** are a natural person, not leased by **you**, **your** nonresident spouse, or a resident of the household in which **you** reside under a written contract for a period of 6 months or more;
- (iii) Owned by **your** employee or leased by **your** employee under a written contract for a period of 6 months or more; and
- (iv) Borrowed from **your** employees or members of their households.

PART I – LIABILITY TO OTHERS

The following is added to Part I – Liability To Others:

RIGHT OF DIRECT ACTION

Any person entitled to payment of damages covered under Part I – Liability To Others, or his or her personal representative, shall be subrogated to the right of the person shown as the named insured on the **Declarations Page** for payment under Part I – Liability To Others. If a judgment against an **insured** remains unsatisfied

after thirty (30) days from the date notice of entry of judgment was served on either the **insured**, the attorney for the **insured**, or **us**, the injured person, or his or her personal representative, may maintain an action against **us** for the amount of the judgment not exceeding **our** Limits of Liability.

PART II – DAMAGE TO YOUR AUTO

A. The following is added to Additional Definition Used In This Part Only section:

When used in Part II – Damage To Your Auto:

“**Insured auto**” includes:

1. An **auto** that is loaned by a duly licensed automobile dealer:
 - a. As a temporary substitute, with our without compensation, to the insured for use as a temporary substitute auto while the **insured auto** is out of use because of breakdown, repair, or servicing; or
 - b. For use as a demonstrator **auto**; or
2. An **auto** rented or leased from any person or entity in the business of providing primarily **private passenger autos** to the public under a rental agreement for a period not to exceed 90 days.

B. The following is added to the Limits of Liability provision in Part II – Damage To Your Auto:

IN THE REPAIR OF **YOUR INSURED AUTO** UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, **WE** MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE, AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.

C. The Appraisal section is deleted in its entirety and replaced by the following:

APPRAISAL

If **we** cannot agree with **you** on the amount of a **loss**, then **we** and **you** may agree to appraisal of the **loss**. If the parties agree to appraisal, each party shall appoint a competent and impartial appraiser. The appraisers will determine the amount of **loss**. If they fail to agree, the disagreement will be submitted to a qualified and impartial umpire chosen by the appraisers. If the two appraisers are unable to agree upon an umpire within fifteen (15) days, **we** or **you** may request that a judge of a court of record, in the county where **you** reside, select an umpire. The appraisers and umpire will determine the amount of **loss**. The amount of **loss** agreed to by both appraisers, or by one appraiser and the umpire, will determine the amount payable under this Part II, but will not be binding. **You** will pay **your** appraiser's fees and expenses. **We** will pay **our** appraiser's fees and expenses.

Payment of the umpire and all other expenses of the appraisal will be shared equally between **us** and **you**. Neither **we** nor **you** waive any rights under this policy by agreeing to an appraisal.

GENERAL PROVISIONS

A. Subpart 3 - Other Insurance is deleted in its entirety and replaced by the following:

3. Other Insurance

- a. For any **insured auto** that is specifically described on the **declarations page**, this policy provides primary coverage. For an **insured auto**, which is not specifically described on the **declarations page**, coverage under this policy will be excess over any and all other valid and collectible insurance, whether primary, excess, or contingent.
- b. If coverage under more than one policy applies on the same basis, either excess or primary, **we** will pay only **our** proportionate share. **Our** proportionate share is the proportion that the limit of liability of this policy bears to the total of the limits of all the coverage forms and policies covering on the same basis.
- c. Notwithstanding paragraphs a. and b. above,
 - (i) If the **insured auto**, which is specifically described on the **declarations page** is a **trailer**, this policy will be primary only if the **trailer** is attached to an **insured auto** that is a power unit **you** own and is specifically described on the **declarations page**, and excess in all other circumstances; and
 - (ii) If an **insured auto** is a **temporary substitute auto**, then this policy is primary to any insurance or self-insurance maintained by a duly licensed automobile dealer, or a rental company in the business of providing primarily private passenger autos to the public under a rental agreement for a period not exceeding 90 days, and excess in all other circumstances.

B. Subpart 6 – Our Recover Rights is deleted and replaced by the following:

6. Our Recovery Rights

In the event of any payment under this policy, **we** are entitled to all the rights of recovery that the insured person to whom payment was made has against another after the insured person has been fully compensated for his or her loss. That insured person must sign and deliver to **us** any legal papers relating to that recovery, do whatever else is necessary to help **us** exercise those rights, and do nothing after an **accident** or **loss** to prejudice **our** rights.

However, **we** may not assert rights of recovery against any person who was using an **insured auto** with **your** express or implied permission for any payment made under Part II – Damage To Your Auto.

When an insured person has been paid by **us** under this policy and also recovers from another person, entity, or organization, the amount recovered will be held by the insured person for **us** and reimbursed to **us** to the extent of **our** payment. However, this shall not apply to payment by **us** under any Accidental Death Benefits Coverage provided under any applicable Personal Injury Protection Coverage.

If recovery is made by an insured person under this policy from a responsible person, entity or organization without **our** written consent, the insured person's right to payment under any affected coverage will no longer exist.

- C. The following is added to Subpart 11 – Fraud, Misrepresentation and Concealment:

If **we** void this policy, this shall not affect coverage under Part I – Liability To Others of this policy for an **accident** that occurs before **we** notify the named insured that the policy is void. No payment will be made to any person who concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct. If **we** void this policy, **you** must reimburse **us** if **we** make a payment.

ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Form 4881 AR (05/07)

SERFF Tracking Number: PRGS-125209846 State: Arkansas
Filing Company: United Financial Casualty Company State Tracking Number: AR-PC-07-025135
Company Tracking Number: L070580-AR-PCA
TOI: 20.0 Commerical Auto Sub-TOI: 20.0001 Business Auto
Product Name: Commercial Auto
Project Name/Number: Endorsements 4852 & 4881/L070580-AR-PCA

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PRGS-125209846 State: Arkansas
Filing Company: United Financial Casualty Company State Tracking Number: AR-PC-07-025135
Company Tracking Number: L070580-AR-PCA
TOI: 20.0 Commerical Auto Sub-TOI: 20.0001 Business Auto
Product Name: Commercial Auto
Project Name/Number: Endorsements 4852 & 4881/L070580-AR-PCA

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 07/09/2007

Comments:

Attachment:

PCtransDoc_intelligent.pdf

Satisfied -Name: Certificate of Readability **Review Status:** Approved 07/09/2007

Comments:

Attachment:

Readability Certificate.pdf

Satisfied -Name: Cover Letter **Review Status:** Approved 07/09/2007

Comments:

Attachment:

06-18-07 Initial Cvr Ltr for 4881 & 4852.pdf

Satisfied -Name: Response to Objection letter **Review Status:** Approved 07/09/2007

Comments:

Attachment:

07-09-07 Response to 6-26-07 Objection Letter.pdf

Property & Casualty Transmittal Document (Revised 1/1/06)

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: | |
| New Business | |
| Renewal Business | |
| f. State Filing #: | |
| g. SERFF Filing #: | |
| h. Subject Codes | |

| | |
|----------------------|---------------------|
| 3. Group Name | Group NAIC # |
| | |

| 4. Company Name(s) | Domicile | NAIC # | FEIN # |
|--------------------|----------|--------|--------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| | |
|-----------------------------------|--|
| 5. Company Tracking Number | |
|-----------------------------------|--|

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

| 6. | Name and address | Title | Telephone #s | FAX # | e-mail |
|----|------------------|-------|--------------|-------|--------|
| | | | | | |
| | | | | | |

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

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

| | |
|--|---|
| 9. Type of Insurance (TOI) | |
| 10. Sub-Type of Insurance (Sub-TOI) | |
| 11. State Specific Product code(s)(if applicable)[See State Specific Requirements] | |
| 12. Company Program Title (Marketing title) | |
| 13. Filing Type | <input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other: _____ |
| 14. Effective Date(s) Requested | New: _____ Renewal: _____ |

Property & Casualty Transmittal Document---

| | | |
|------------|--|--|
| 15. | Reference Filing? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 16. | Reference Organization (if applicable) | |
| 17. | Reference Organization # & Title | |
| 18. | Company's Date of Filing | |
| 19. | Status of filing in domicile | <input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved |
| 20. | This filing transmittal is part of Company Tracking # | |

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

| | |
|---|---|
| 22. | Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below] |
| <p>Check #:</p> <p>Amount:</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p> | |
| <p>***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)</p> | |

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 # | | | | |
| 2. | This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable) | | | | |
| 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 | | | [] New [] Replacement [] Withdrawn | | |
| 02 | | | [] New [] Replacement [] Withdrawn | | |
| 03 | | | [] New [] Replacement [] Withdrawn | | |
| 04 | | | [] New [] Replacement [] Withdrawn | | |
| 05 | | | [] New [] Replacement [] Withdrawn | | |
| 06 | | | [] New [] Replacement [] Withdrawn | | |
| 07 | | | [] New [] Replacement [] Withdrawn | | |
| 08 | | | [] New [] Replacement [] Withdrawn | | |
| 09 | | | [] New [] Replacement [] Withdrawn | | |
| 10 | | | [] New [] Replacement [] Withdrawn | | |

READABILITY CERTIFICATE

I, Margaret A. Rose, Assistant Secretary of United Financial Casualty Company, certify that the **Cancellation and Nonrenewal Endorsement – Form 4852 AR (05/07)** achieved a score of **45.0** and the **Arkansas Amendatory Endorsement – Form 4881 AR (05/07)** achieved a score of **41.7**, and comply with the readability requirements of the State of Arkansas when tested in accordance with the Flesch Reading Ease Test.



Margaret A. Rose
Assistant Secretary
United Financial Casualty Company

Date: 06-18-2007



June 18, 2007

FILED VIA SERFF

Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904

**RE: Form Filing – Commercial Auto – Our Company File # L070580-AR-PCA
UNITED FINANCIAL CASUALTY COMPANY (NAIC # 155-11770)**

**Cancellation and Nonrenewal Endorsement – Form 4852 AR (05/07)
Arkansas Amendatory Endorsement – Form 4881 AR (05/07)**

SERFF Tracking # PRGS-125209846

Enclosed are the above-referenced forms for your review and approval. The date we propose to use these forms for new business is July 30, 2007, and in our renewal business on September 3, 2007. We will notify you if these dates change once programming is completed.

The Cancellation and Nonrenewal Endorsement – Form 4852 AR (05/07) replaces the Cancellation and Nonrenewal Endorsement - Form 4852 AR (11/04), which was approved on August 18, 2005. We had to make some modifications to our endorsement due to the recent passage of HB 2440.

The Arkansas Amendatory Endorsement – Form 4881 AR (05/07) replaces the Arkansas Amendatory Endorsement – Form 4881 AR (10/05), which was approved on August 18, 2005. We also had to make some changes to this endorsement due to the recent passage of HB 2243.

As required, we have included the NAIC Uniform Property & Casualty Transmittal Document and Readability Certificate. The filing fee of \$50.00 is being submitted via SERFF EFT.

If you have any comments or questions with respect to this filing, please feel free to e-mail me at the address below or call me at 1-800-321-9843, network extension 625-3750. Thank you in advance for your attention to this filing.

Sincerely,

Eva Y. Melvin
Senior Counsel
Direct: (440) 395-3750
FAX: (440) 395-3790
E-mail: eva_melvin@progressive.com

EYM/aml



July 9, 2007

FILED VIA SERFF

Ms. Llyweyia Rawlins
Certified Rate and Form Analyst
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904

**RE: Form Filing – Commercial Auto – Our Company File # L070580-AR-PCA
UNITED FINANCIAL CASUALTY COMPANY (NAIC # 155-11770)**

**Cancellation and Nonrenewal Endorsement – Form 4852 AR (05/07)
Arkansas Amendatory Endorsement – Form 4881 AR (05/07)**

**SERFF Tracking # PRGS-125209846
Arkansas File # AR-PC-07-025135**

Dear Ms. Rawlins:

This is written in response to your Objection Letter dated June 26, 2007.

Objection – Form: Cancellation and Nonrenewal #4852

With reference to the Cancellation provisions of this filing, please amend to comply with Ark. Code Ann. §23- 89-303(5b). We may cancel this policy for any reason within 60 days of initial policy period. After policy is in effect 60 days in lieu of 59.

Response:

I am resubmitting the cancellation endorsement with the changes that you requested.

Thank you for your attention to this filing. If you have any additional comments or questions with respect to this filing, please feel free to e-mail me at the address below or call me at 1-800-321-9843, network extension 625-3750.

Sincerely,

Eva Y. Melvin
Senior Counsel
Direct: (440) 395-3750
FAX: (440) 395-3790
E-mail: eva_melvin@progressive.com

EYM/aml

SERFF Tracking Number: PRGS-125209846 *State:* Arkansas
Filing Company: United Financial Casualty Company *State Tracking Number:* AR-PC-07-025135
Company Tracking Number: L070580-AR-PCA
TOI: 20.0 Commerical Auto *Sub-TOI:* 20.0001 Business Auto
Product Name: Commercial Auto
Project Name/Number: Endorsements 4852 & 4881/L070580-AR-PCA

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

| Original Date: | Schedule | Document Name | Replaced Date | Attach Document |
|-----------------------|-----------------|---|----------------------|------------------------|
| No original date | Form | Cancellation and Nonrenewal Endorsement | 06/18/2007 | 4852 AR- 1c.pdf |

CANCELLATION AND NONRENEWAL ENDORSEMENT

Except as specifically modified in this Endorsement, all provisions of the Commercial Auto Policy apply.

We agree with **you** that the insurance provided under **your** Commercial Auto Policy is modified as follows:

CANCELLATION

You may cancel this policy by calling or writing **us**, and stating the future date that **you** wish the cancellation to be effective.

We may cancel this policy by mailing a notice of cancellation to the named insured shown on the **Declarations Page** and any lienholder or loss payee named in the policy at the last known address appearing in **our** records. If **we** cancel this policy at any time due to nonpayment of premium, notice of cancellation will be mailed at least ten (10) days before the effective date of cancellation. Notice of cancellation due to any reason other than nonpayment of premium will be mailed at least twenty (20) days before the effective date of cancellation.

We may cancel this policy for any reason within the first fifty-nine (59) days of the initial policy period.

After this policy is in effect for more than fifty-nine (59) days, or if this is a renewal or continuation policy, **we** may only cancel for one or more of the following reasons:

1. **you** do not pay the required premium for this policy when due;
2. misrepresentation by **you** of any material fact in the procurement or renewal of this policy or in the submission of any claim under this policy;
3. the occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
4. material violation of a material provision of the policy;
5. the named insured or any driver of the **insured auto** shall be convicted of:
 - a. driving while intoxicated;
 - b. homicide or assault arising out of the use of a motor vehicle; or
 - c. three separate convictions of speeding or reckless driving, or any combination of the two during the policy period, including three months prior to the effective date of the policy;
6. the driver's license or motor vehicle registration of the named insured or of any other operator who either resides in the same household or customarily operates an automobile insured under this policy has been under suspension or revocation during the policy period or, if the policy is a renewal, during its policy period or the 180 days immediately preceding its effective date; or
7. any other reason specified by law.

With respect to cancellation, this policy is neither severable nor divisible. Any cancellation will be effective for all coverage for all persons and all **autos**.

If this policy is canceled, coverage will not be provided as of the effective date and time shown in the notice of cancellation.

CANCELLATION REFUND

Upon cancellation, **you** may be entitled to a premium refund. However, **our** making or offering of a refund is not a condition of cancellation.

If this policy is canceled, any refund due will be computed on a daily pro-rata basis.

NONRENEWAL

If **we** decide not to renew or continue this policy, other than for non-payment of premium, **we** will mail notice of nonrenewal to the first named insured shown on the **Declarations Page** at the last known address appearing in **our** records. Notice will be mailed at least sixty (60) days before the end of the policy period.

PROOF OF NOTICE

Proof of mailing of any notice will be sufficient proof of notice.

ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Form 4852 AR (05/07)