

SERFF Tracking Number: NWPP-126294140 State: Michigan
First Filing Company: Allied Property and Casualty Insurance Company, ... State Tracking Number:
Company Tracking Number: 321APF09184
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: Private Passenger Auto
Project Name/Number: CPM/

Filing at a Glance

Companies: Allied Property and Casualty Insurance Company, AMCO Insurance Company
Product Name: Private Passenger Auto SERFF Tr Num: NWPP-126294140 State: Michigan
TOI: 19.0 Personal Auto SERFF Status: Closed-Approved - State Tr Num:
some forms disapproved
Sub-TOI: 19.0001 Private Passenger Auto Co Tr Num: 321APF09184 State Status:
(PPA)
Filing Type: Form Reviewer(s): Gregory Johnson
Author: Megan Flynn Disposition Date: 09/30/2009
Date Submitted: 09/04/2009 Disposition Status: Approved -
some forms disapproved
Effective Date Requested (New): 01/22/2010 Effective Date (New): 01/22/2010
Effective Date Requested (Renewal): 02/22/2010 Effective Date (Renewal):
02/22/2010

General Information

Project Name: CPM Status of Filing in Domicile: Authorized
Project Number: Domicile Status Comments: Except for
Michigan-specific forms, all forms have been
approved in the state of Iowa.
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 09/30/2009 Deemer Date:
State Status Changed: Submitted By: Megan Flynn
Created By: Megan Flynn
Corresponding Filing Tracking Number:
Filing Description:
Enclosed for filing on behalf of Allied Property and Casualty Insurance Company and AMCO Insurance Company are
eight new endorsement forms and one revised form applicable to our Private Passenger Auto program in the state of
Michigan. The corresponding rates will be filed separately. The company filing number is: 321APF09184.

Identity Theft Endorsement, AA1411 (12-09)

This endorsement provides limited coverage to pay for expenses incurred by an insured as a direct result of any one

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identity fraud first discovered or learned of during the policy period.

New Car Replacement/GAP Coverage Endorsement, PP1406 (12-09)

This new endorsement provides coverage in the event of a total loss where we will pay any financed amount the insured owes in excess of the actual cash value of the auto and the purchase price of a replacement vehicle.

GAP Coverage Endorsement, PP1407 (12-09)

This new endorsement provides coverage in the event of a total loss where we will pay any financed amount the insured owes in excess of the actual cash value of the auto.

Roadside Assistance Coverage Endorsement, AA1418 (12-09)

This new endorsement provides insureds with dispatch assistance for roadside events like towing. The emergency roadside services include towing, winching and extricating, fuel delivery, lockout, jump starts, flat tires, and trip routing.

Diminishing Deductible Endorsement, AA1419 (12-09)

This new endorsement is optional and may be purchased to reduce an insured's deductible. The accrued deductible credit will be subtracted from the coverage deductible to determine what amount the insured will pay in the event of a covered comprehensive or collision loss.

Total Loss Deductible Waiver Endorsement, AA1420 (12-09)

This new endorsement is optional and may be purchased to waive the deductible in the event of a total loss.

Allied Extra Endorsement, AA0017 (06-09)

This new endorsement provides insureds with additional coverage such as Emergency Lockout Coverage, Special Deductible Provision, Air Bag Replacement Coverage and Auto Death Indemnity. This form will be used for Allied Property and Casualty Company business.

Named Non-Owner Coverage, AA1421 (12-09)

This new form offers protection for liability, uninsured, and underinsured motorists coverages to a named insured who does not own a private passenger automobile.

Personal Injury Protection Coverage, PP0590 (12-09)

Replaces form, PP0590 (06-07), (06-09)

This form is amended to exclude an "ORV" from the definition of "Auto" as a result of HB 5559 which amended Michigan Code Section 500.3101 by adding "Motor vehicle does not include an ORV". "ORV" is specifically defined in the Code.

We request that the submitted forms become effective on or after January 22, 2010 for New Business and February 22,

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 2010 for Renewal Business.

Please let me know if you need my assistance to facilitate the approval of this filing. I may be reached at 1-800-532-1436 x2701, Monday - Friday 8:00 a.m. - 4:30 p.m. CST or via e-mail at FLYNNM4@nationwide.com. Thank you for your time.

Company and Contact

Filing Contact Information

Megan Flynn, JD, Senior Compliance Analyst FLYNNM4@nationwide.com
 1100 Locust Street 800-532-1436 [Phone] 2701 [Ext]
 DM-02-0201
 Des Moines, IA 50391-0201

Filing Company Information

Allied Property and Casualty Insurance Company	CoCode: 42579	State of Domicile: Iowa
701 Fifth Avenue	Group Code: 140	Company Type: Property and Casualty
Des Moines, IA 50391	Group Name:	State ID Number:
(515) 508-4382 ext. [Phone]	FEIN Number: 42-1201931	

AMCO Insurance Company	CoCode: 19100	State of Domicile: Iowa
1100 Locust Street	Group Code: 140	Company Type: Property and Casualty
Des Moines, IA 50391	Group Name:	State ID Number:
(515) 508-4382 ext. [Phone]	FEIN Number: 42-6054959	

Filing Fees

Fee Required? No
 Retaliatory? No
 Fee Explanation:
 Per Company: No

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved - some forms disapproved	Gregory Johnson	09/30/2009	09/30/2009

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Allied Extra Endorsement	Megan Flynn	09/04/2009	09/04/2009

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Disposition

Disposition Date: 09/30/2009
 Effective Date (New): 01/22/2010
 Effective Date (Renewal): 02/22/2010
 Status: Approved - some forms disapproved
 Comment:

The objectionable form provisions or conditions in the disapproved form(s) identified above, together with the reason(s) why these form provisions or conditions are objectionable, are as follows:

1) ALLIED EXTRA COVERAGES, AA 0017, (06-09)

Objectionable Provision or Condition – On page 2 of 2, {PDF page 20} Form Number AA 0017, Auto Death Indemnity, item 3 states “Death must occur within 90 days after the accident.”

Reason(s) Why Objectionable – This provision unreasonably and deceptively affects the risk purported to be assumed in violation of MCL 500.2236(5) because the time period for connecting death with the automobile accident is too short so that it makes coverage illusory for many people who purchase the coverage.

THE ABOVE-IDENTIFIED FORM(S) ARE DISAPPROVED IN THEIR ENTIRETY.

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	FIS 0782-Time Deviation Data Sheet	Yes	Yes
Supporting Document	Property & Casualty FILING MEMORANDUM	Yes	Yes
Supporting Document	Property & Casualty POLICY FORMS/ENDORSEMENTS	Yes	Yes
Supporting Document	Property & Casualty RATE DEVELOPMENT EXHIBITS	Yes	Yes
Supporting Document	Property & Casualty RULE/RATE PAGES	Yes	Yes
Form	Identity Theft Endorsement	Yes	Yes
Form	Roadside Assistance Coverage Endorsement	Yes	Yes
Form	Diminishing Deductible Endorsement	Yes	Yes
Form	Total Loss Deductible Waiver Endorsement	Yes	Yes
Form	New Car Replacement/GAP Coverage Endorsement	Yes	Yes
Form	GAP Coverage Endorsement	Yes	Yes
Form	Named Non-Owner Coverage	Yes	Yes
Form (revised)	Allied Extra Endorsement	Yes	Yes
Form	Allied Extra Endorsement	Yes	Yes
Form	Personal Injury Protection Coverage	Yes	Yes



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
OFFICE OF FINANCIAL AND INSURANCE REGULATION
DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
STANLEY "SKIP" PRUSS, DIRECTOR

KEN ROSS
COMMISSIONER

NOTICE OF DISAPPROVAL

September 30, 2009

Megan Flynn, JD, Senior Compliance Analyst
Allied Property & Casualty Insurance
AMCO Insurance Company
1100 Locust Street, DM-02-01
Des Moines, Iowa 50391-00201

RE: **NOTICE OF DISAPPROVAL**
Allied Property & Casualty Insurance Company
AMCO Insurance Company
Company Filing: 321APF09184
SERFF Filing: NWPP-126294140
Date filing submitted: 09-04-09
Date filing received by OFIR: 09-04-09

Dear Ms. Flynn:

You are hereby notified that the following form(s) filed by Allied Property & Casualty Insurance Company and AMCO Insurance Company on September 04, 2009 are disapproved for use in Michigan pursuant to Section 2236(5) of the Insurance Code, MCL 500.2236(5):

1. ALLIED EXTRA COVERAGES, AA 0017 (06-09)

Pursuant to MCL 500.2236(1), before an insurance policy form, application form, printed rider or endorsement form, or form of renewal certificate can be issued or delivered to any person in this state, the form must be filed with the Office of Financial and Insurance Regulation (OFIR) and approved by the OFIR Commissioner as conforming with the requirements of the Insurance Code and not inconsistent with the law. MCL 500.2236(5) authorizes the Commissioner to disapprove any form that: (a) violates any provision of the Insurance Code; or (b) contains inconsistent, ambiguous, or misleading clauses, or contains exceptions and conditions that unreasonably or deceptively affect the risk purported to be assumed in the general coverage of the policy. The Commissioner has delegated the authority to issue notice of such disapprovals to the undersigned.

The objectionable form provisions or conditions in the disapproved form(s) identified above, together with the reason(s) why these form provisions or conditions are objectionable, are as follows:

1) ALLIED EXTRA COVERAGES, AA 0017, (06-09)

Objectionable Provision or Condition – On page 2 of 2, {PDF page 20} Form Number AA 0017, **Auto Death Indemnity**, item 3 states “Death must occur within 90 days after the accident.”

Reason(s) Why Objectionable – This provision unreasonably and deceptively affects the risk purported to be assumed in violation of MCL 500.2236(5) because the time period for connecting death with the automobile accident is too short so that it makes coverage illusory for many people who purchase the coverage.

THE ABOVE-IDENTIFIED FORM(S) ARE DISAPPROVED IN THEIR ENTIRETY. Allied Property & Casualty Insurance Company and AMCO Insurance Company shall not issue, advertise, or deliver any form(s) disapproved by this Notice to any person in the State of Michigan. Any issuance, use, or delivery of the disapproved form(s) in the State of Michigan may subject Allied Property & Casualty Insurance to the penalties provided in MCL 500.2236(7) and/or other sanctions provided for by law. THIS FILING IS CONSIDERED CLOSED AND MAY NOT BE AMENDED.

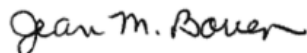
Should you desire to dispute this disapproval pursuant to MCL 500.2236(6), you may, within thirty (30) days after the date of this Notice, demand a hearing by sending a signed, written request to the attention of:

Ms. Tracy Janousek
Office of General Counsel
Office of Financial and Insurance Regulation
611 W. Ottawa Street, 3rd Floor
Lansing, MI 48933

If you wish to discuss technical questions and/or appropriate form language that would not be subject to the above objections upon re-filing, please contact Randy Parlor at (517) 335-1712 to schedule a date and time to discuss these matters either by telephone or by in-person office conference.

Any re-filing by Allied Property & Casualty Insurance Company and AMCO Insurance Company of the disapproved form(s) identified above must be accompanied by a copy of this Notice of Disapproval.

Sincerely,



Jean M. Boven
Deputy Commissioner

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Amendment Letter

Submitted Date: 09/04/2009

Comments:

The attached form was updated with the correct Company name.

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Allied Extra Endorsement	AA0017	06-09	Endorsement/Conditions	New			54.600	AA0017-0609-00.pdf

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Form Schedule

Schedule Item Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
	Identity Theft Endorsement	AA1411	12-09	Endorsement/Amendment/Conditions	New	49.700	AA1411-1209-00.pdf
	Roadside Assistance Coverage Endorsement	AA1418	12-09	Endorsement/Amendment/Conditions	New	56.600	AA1418-1209-00.pdf
	Diminishing Deductible Endorsement	AA1419	12-09	Endorsement/Amendment/Conditions	New	45.000	AA1419-1209-00.pdf
	Total Loss Deductible Waiver Endorsement	AA1420	12-09	Endorsement/Amendment/Conditions	New	54.400	AA1420-1209-00.pdf
	New Car Replacement/GAP Coverage Endorsement	PP1406	12-09	Endorsement/Amendment/Conditions	New	48.700	PP1406-1209-00.pdf
	GAP Coverage Endorsement	PP1407	12-09	Endorsement/Amendment/Conditions	New	49.800	PP1407-1209-00.pdf
	Named Non-Owner Coverage	AA1421	12-09	Endorsement/Amendment/Conditions	New	48.200	AA1421-1209-00.pdf
	Allied Extra Endorsement	AA0017	06-09	Endorsement/Amendment/Conditions	New	54.600	AA0017-0609-00.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IDENTITY THEFT OR IDENTITY FRAUD EXPENSES COVERAGE

Coverage is subject to all of the terms and conditions of the policy, except as changed by this endorsement.

DEFINITIONS

With respect to the provisions of this endorsement only, the following definitions are added:

"Identity theft or identity fraud" means the act of knowingly using or transferring without legal authority personal identifying information of an "insured" such as name, social security number, driver's license number, bank account number(s) or credit card number(s) with the intent to commit, or to aid or abet another to commit, any illegal activity that constitutes a felony under any applicable state or local law or violation of federal law.

"Expenses" means:

1. Costs of executing affidavits or similar documents attesting to theft or fraud required by credit grantors, credit agencies or similar financial institutions.
2. Costs for certified mail to credit grantors, credit agencies, or similar financial institutions and law enforcement agencies.
3. Lost income resulting from time taken off work to complete theft or fraud affidavits, talk to or meet with credit grantors, credit agencies or similar financial institutions, law enforcement agencies and or legal counsel, up to a maximum of \$250 per day. Total payment for lost income is not to exceed \$5,000.
4. Loan application fees for re-applying for a loan or loans where the original application is rejected solely because the lender received incorrect credit information as a result of "identity theft or identity fraud".
5. Reasonable attorney fees incurred by "you" as a result of "identity theft or identity fraud" to:
 - a. Defend lawsuits brought against an "insured" by financial institutions, merchants, or collection agencies;
 - b. Remove any civil or criminal judgments wrongly entered against an "insured"; and
 - c. Challenge the completeness or accuracy of any information in a consumer credit report.

6. Charges incurred for long distance telephone calls to law enforcement agencies, merchants, credit grantors, credit agencies or similar financial institutions to report or discuss an actual "identity theft or identity fraud".

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

Item B.5. is deleted and replaced with the following:

5. Submit a proof of loss when required by us, including evidence or affidavit supporting a claim including bills, receipts, or other records that support a claim for "expenses" under Identity Theft or Identity Fraud Expenses Coverage. It shall state the amount and cause of loss.

PART F - GENERAL PROVISIONS

The following additional coverage is added:

IDENTITY THEFT OR IDENTITY FRAUD EXPENSES

- A. "We" will pay up to \$25,000 for "expenses" incurred by an "insured" as the direct result of any single "identity theft or identity fraud" first discovered or learned of during the policy period. "Our" total liability for Identity Theft or Identity Fraud Expenses Coverage "you" incur during the policy period will not exceed this limit regardless of the number of instances or when they occurred, or the number of persons making a claim for "identity theft or identity fraud".
- B. Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against an "insured", is considered to be one "identity theft or identity fraud", even if a series of acts continues into a subsequent policy period.
- C. "Identity theft or identity fraud" expenses must be incurred while the policy is in effect or within 180 days after this coverage is terminated.

If this coverage terminates, "our" total liability for "expenses" incurred by "you" during the 180 days after the termination will not exceed the amount equaling the difference between the limit at the time coverage terminated and the amount "we" already reimbursed "you" during that policy period.

AA 1411 (12-09)

- D. If there is other insurance or other sources of recovery that covers any "expenses", "we" will pay only "our" share of the "expenses". "Our" share is "our" proportion of the total insurance collectable or other sources of recovery for the "expenses".
- E. If this policy and any other insurance policy issued to "you" by "us" apply to the same "identity theft or identity fraud" loss, the maximum limit of "our" liability under all the policies shall not exceed the highest applicable limit of liability under any one policy. If there is coverage under a Homeowners policy issued by "us", that coverage shall be primary.
- F. "We" may offer, at "our" option, to refer "you" to a firm that:
1. "you" can authorize to work on "your" behalf to assist "you" in reporting and addressing the effects of "identity theft or identity fraud" to which coverage applies;
 2. will consult with "you" on measures "you" might take if "you" reasonably suspect that "you" have already become, or may become a victim of "identity theft or identity fraud" to which this coverage applies; or
 3. if "we" do provide "you" with such a referral, "we" will pay, subject to the terms of the referral "we" provide, that firm's charges for the work they perform consistent to the terms of "our" referral, and those charges will not be

subject to the limits for "identity theft or identity fraud" coverage.

No deductible applies to Identity Theft or Identity Fraud Expenses Coverage.

- G. This coverage does not apply to:
1. "Expenses" arising out of the business pursuits of any "insured".
 2. "Expenses" incurred due to any fraudulent, dishonest, intentional or criminal act by an "insured" or any person acting in collusion with an "insured", or by any authorized representative of an "insured", whether acting alone or in collusion with others.
 3. Loss other than "expenses".
 4. Loss covered under any Credit Card, Electronic Fund Transfer Card, Access Device and Forgery Coverage, under any other policy of insurance.
 5. Neglect, meaning neglect of the "insured" to use all reasonable means to prevent further misuse of the "insured's" personal identifying information after discovery of the loss.

This coverage is additional insurance.

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ROADSIDE ASSISTANCE COVERAGE

The policy is amended to provide Roadside Assistance Coverage.

Coverage is subject to all terms and conditions of the policy, except as changed by this endorsement.

DEFINITIONS

The Definitions section is amended as follows:

1. "Roadside Assistance Representative" means our contracted vendor that will provide roadside assistance of a disabled vehicle for you or any "family member".
2. "Private Passenger Auto" means any of the following types of vehicles:
 - a. Four wheel automobile for private passenger use;
 - b. Four wheel van; or
 - c. Pick up truck having either four or six wheels.

Insuring Agreement

ROADSIDE ASSISTANCE COVERAGE

In the event that "your covered auto" or any "private passenger auto" you or any "family member" are "occupying" becomes disabled:

1. Our "roadside assistance representative" will provide towing service; or
2. We will reimburse you for towing service
to a location of your choice from the location of disablement subject to the mileage limit shown in the Declarations.

In addition, the following emergency roadside services are covered:

1. Extraction if stuck on or immediately next to a public road;
2. Delivery of supplies, including oil, water, other fluids and fuel;
3. Service to the battery;
4. Changing or inflating of flat tires; and
5. Lockout service, up to \$100.

If any covered services are not performed by our "roadside assistance representative", we will only reimburse for reasonable and customary charges, as determined by us. Receipts for any of these services must be provided to us for consideration of payment.

This endorsement does not cover the cost of supplies, replacement parts, fluids other than two gallons of fuel, or any labor performed at a service or repair facility. A subsequent tow for the same disablement (including from a service station, garage, repair shop, or any other location) is also not covered.

TRIP INTERRUPTION EXPENSE

If you carry Roadside Assistance Plus coverage, as shown in the Declarations, we will repay you certain personal trip interruption expenses. Coverage will apply in the event any "private passenger auto" you or any "family member" are "occupying" becomes disabled at least 100 miles from your home residence. The expenses covered are:

1. Meals (excluding alcohol) and lodging needed when the disablement causes a delay en route; and
2. Commercial transportation fares for you or any "family member" to continue to the intended destination or home residence.

These expenses must be incurred between the time of disablement and arrival at your residence or destination or within 72 hours, whichever comes first. We will pay up to a maximum of \$500 for covered trip interruption expenses, based on your submitted receipts, not to exceed \$100 per day for dining and lodging.

AA 1418 (12-09)

Limit of Liability

LOSS SETTLEMENT

1. If “your covered auto” is covered by us under **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO**, and is disabled as a result of a covered loss, payment will be made under **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO**. In the event the cost of damages and the tow of “your covered auto” are below your deductible, payment for the tow will be made under this endorsement.
2. No deductible applies to Roadside Assistance Coverage.

OTHER INSURANCE

Any coverage provided under this endorsement will be excess over any other insurance or other sources of recovery. However, if we provide coverage under any other endorsements attached to your policy, the coverage provided by this endorsement will be primary.

DUPLICATE PAYMENT

We will make no duplicate payment to or for any insured for the same element of loss.

This endorsement applies as stated in the policy Declarations.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIMINISHING DEDUCTIBLE

Coverage is subject to all the terms and conditions of the policy, except as changed by this endorsement.

With this endorsement, **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO** is amended as follows:

ADDITIONAL DEFINITIONS APPLICABLE TO THESE COVERAGES

“Diminishing Deductible” means a dollar amount that serves to reduce any applicable deductible under **PART D** on this policy.

Diminishing Deductible

In the event of a covered loss, we will reduce any applicable deductible under **PART D** by the “diminishing deductible” credit amount as shown in the Declarations.

The “diminishing deductible” credit amount applied will not be greater than the applicable deductible under **PART D** as shown in the Declarations. There is no cash value earned.

Your “diminishing deductible” can not be applied to any other policy issued by us.

This endorsement applies as stated in the policy Declarations.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL LOSS DEDUCTIBLE WAIVER ENDORSEMENT

Coverage is subject to all terms and conditions of the policy, except as changed by this endorsement.

With this endorsement, **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO** is amended to provide a total loss deductible waiver.

Total Loss Deductible Waiver

In the event of a total loss to “your covered auto” or any “non-owned auto” our payment will not be reduced by the deductible amount as shown in the Declarations.

This endorsement applies as stated in the Declarations.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW CAR REPLACEMENT/GAP COVERAGE

With this endorsement, the policy is amended to provide New Car Replacement/GAP Coverage. Coverage is subject to all terms and conditions of the policy including Physical Damage Coverage, except as specifically changed by this endorsement.

This endorsement applies to "your covered auto" shown in the Declarations for which a specific premium charge indicates that New Car Replacement/GAP Coverage applies. This endorsement amends **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO**, on that auto only.

INSURING AGREEMENT

In the event of a covered loss which has been declared a total loss by us, we will pay:

1. GAP Coverage, meaning any financed amount, including finance charges, that you owe in excess of "your covered auto's" actual cash value.
2. New Car Replacement Coverage, meaning the purchase price, as negotiated by us, less any rebates or incentives, of a replacement vehicle for "your covered auto":
 - a. Of the same make, model and equipment, if available; or
 - b. Of similar make, model and equipment.

LIMIT OF LIABILITY

I. GAP COVERAGE

1. We will pay up to the financed amount you owe, up to 25 percent of the actual cash value of "your covered auto" at the time of the total loss. This payment includes up to a maximum of \$500 for fees or penalties due to early termination of "your covered auto's" loan, less any:
 - a. Overdue loan payments and charges;
 - b. Costs for extended warranties or other insurance purchased with the loan;
 - c. Balances from previous loans;
 - d. Salvage value, if you retain the salvage;
 - e. Other added expenses not related to the original loan, including but not limited to repossession expenses; or
 - f. Refunds paid or payable as a result of the early termination of "your covered auto's" loan or as a result of early termination of any extended warranties or other insurance purchased with the loan.
2. If there is other insurance or other sources of recovery that covers any loss, we will pay only our share of the loss. Our share is our proportion of the total insurance collectible or other source of recovery for the loss.

II. NEW CAR REPLACEMENT COVERAGE

1. We will not pay more than 110 percent of the original Manufacturer's Suggested Retail Price of "your covered auto" being replaced. This payment will be reduced by any amount paid or payable under Part D – Coverage For Damage To Your Auto of this policy.

PP 1406 (12-09)

2. If there is other insurance or other sources of recovery that covers any loss, we will pay only our share of the loss. Our share is our proportion of the total insurance collectible or other source of recovery for the loss.

CONDITIONS

1. "Your covered auto" must:
 - a. Have been a new private passenger auto when purchased by you; and
 - b. Be covered by Other than Collision and Collision coverages.
2. This coverage ends:
 - a. When you replace, sell, or transfer "your covered auto"; or
 - b. When you refinance the amount owed.
3. At the policy renewal after "your covered auto" reaches three years of age, New Car Replacement Coverage ends. The age is determined by subtracting your auto model year from the current model year. The current model year is the current calendar year if your policy begins prior to October 1; otherwise, the current model year is the upcoming calendar year. GAP Coverage will continue to be provided for "your covered auto."

This endorsement applies as stated in the policy Declarations.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GAP COVERAGE

With this endorsement, the policy is amended to provide GAP Coverage. Coverage is subject to all terms and conditions of the policy including Physical Damage Coverage, except as specifically changed by this endorsement.

This endorsement applies to "your covered auto" shown in the Declarations for which a specific premium charge indicates that GAP Coverage applies. This endorsement amends **PART D – COVERAGE FOR DAMAGE TO YOUR AUTO** on that auto only.

INSURING AGREEMENT

In the event of a covered loss which has been declared a total loss by us, we will pay any financed amount, including finance charges, that you owe in excess of "your covered auto's" actual cash value.

LIMIT OF LIABILITY

1. We will not pay more than 25 percent of the actual cash value of "your covered auto" at the time of the total loss. This payment includes up to a maximum of \$500 for fees or penalties due to early termination of "your covered auto's" loan or lease, less any:
 - a. Overdue loan or lease payments and charges;
 - b. Financial penalties, including but not limited to excess mileage or wear and tear charges;
 - c. Lease security deposits not refunded;
 - d. Costs for extended warranties or other insurance purchased with the loan or lease;
 - e. Balances from previous loans or leases;
 - f. Salvage value, if you retain the salvage;
 - g. Other added expenses not related to the original loan or lease, including but not limited to repossession expenses; or
 - h. Refunds paid or payable as a result of the early termination of "your covered auto's" loan or lease or as a result of early termination of any extended warranties or other insurance purchased with the loan or lease.
2. If there is other insurance or other sources of recovery that covers any loss, we will pay only our share of the loss. Our share is our proportion of the total insurance collectible or other source of recovery for the loss.

CONDITIONS

1. "Your covered auto" must:
 - a. Have been a new private passenger auto when purchased or leased by you; and
 - b. Be covered by Other than Collision and Collision coverages.
2. This coverage ends:
 - a. When you replace, sell, or transfer "your covered auto";
 - b. When you refinance the amount owed; or
 - c. At the policy renewal, after "your covered auto" reaches six years of age. The age is determined by subtracting your auto model year from the current model year. The current model year is the current calendar year if your policy begins prior to October 1; otherwise, the current model year is the upcoming calendar year.

This endorsement applies as stated in the policy Declarations.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED NON-OWNER COVERAGE - MICHIGAN

This endorsement extends the coverages shown on the Declarations to “your” use of any private passenger type auto. However, such vehicle must not be owned by “you” or any “family member” except a personal chauffeur or domestic servant.

The coverage provided by this endorsement does not include no-fault coverages of Personal Injury Protection and Property Protection Insurance which are required coverages for motor vehicle owners.

Coverage is provided according to the terms of the policy, but with the following modifying conditions under your Personal Auto Policy:

1. The DEFINITIONS Section is amended as follows:
 - A. “You” and “your” refer to the individual named in the Declarations.
2. The Liability Coverage under Part A protects any person or organization legally responsible for “your” use of a private passenger type auto. However, such vehicle must not be owned or hired by such person or organization.
3. This endorsement applies to a private passenger type auto used in “your” “business” only while it is operated or “occupied” by:
 - a) “you”;
 - b) “your” personal chauffeur; or
 - c) “your” domestic servant.
4. The endorsement applies to a private passenger type auto newly acquired by “you” for the first 30 days “you” own it. Coverage applies, however, only if “you” do not have other collectible insurance.
5. Coverage for:
 - a) Auto Liability (for Bodily Injury and Property Damage); or
 - b) Uninsured Motorists and/or Underinsured Motoristsunder this endorsement will be excess to any other collectible insurance.

This endorsement applies as stated in the policy Declarations.

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

ALLIED EXTRA COVERAGES

When you have in effect a Homeowners Insurance Policy or Farm Property Coverage Form issued by an affiliated company of Nationwide Mutual Insurance Company (Nationwide) or an affiliated company of Allied Property and Casualty Insurance Company (Allied) that covers your "residence premises" or "dwelling", as defined in the Nationwide or Allied policy, Allied Extra Coverages will apply in accordance with the following provisions:

Emergency Lockout Coverage

We will reimburse you up to \$150 for reasonable expense incurred for the services needed to gain entry into "your covered auto" or your "residence premises" or your "dwelling" subject to these conditions:

1. Your key (including electronic entry device) has been lost, stolen, disabled, or locked in "your covered auto" or "residence premises" or "dwelling" and you are unable to enter such auto, residence premises or dwelling; or
2. Your key (including electronic entry device) has been lost or stolen and you have changed the locks to prevent an unauthorized entry.

Original copies of receipts for services must be provided before reimbursement is payable.

For the purposes of this coverage:

"Your covered auto" shall mean any auto described in the Declarations for which a premium charged indicates either Part A – LIABILITY COVERAGE or Part D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO applies.

"Residence Premises" and "Dwelling" shall mean the dwelling insured under your Homeowners Insurance Policy or Farm Property Coverage Form.

Special Deductible Provision

In the event of a covered loss, the following Special Deductible Provisions will apply:

1. When the "residence premises" or "dwelling", as defined in your Homeowners Insurance Policy or your Farm Property Coverage Form, is a total fire loss, as determined by us, the "residence premises" or "dwelling" deductible will be waived, up to \$5000; or
2. If the same event results in a covered loss to two or more Allied or Nationwide policies insuring:
 - a. "your covered auto" under your Personal Auto Policy;
 - b. property covered under your Homeowners Insurance Policy;
 - c. a recreational vehicle covered under your Recreational Vehicle Policy;
 - d. a watercraft covered under your Pleasure Boatowners Insurance Policy; or
 - e. Farm policy covering the "dwelling", as defined in your Farm Property Coverage Form;

the largest deductible applicable shall apply once to all covered losses. (subject to the assessment and reimbursement of lower deductibles).

This provision applies only if the combined loss or damage exceeds the higher of the applicable deductibles.

The application of this provision shall not serve to reduce your recovery to less than the amount you would have received under individual policies.

For the purpose of this coverage "your covered auto" shall mean any auto described in the Declarations for which a premium charge indicates Part D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO applies.

Air Bag Replacement Coverage

We will pay for reasonable expenses incurred in replacing an air bag in "your covered auto" that deploys without the auto being involved in a loss.

For the purpose of this coverage "your covered auto" shall mean any auto described in the Declarations for which a premium charge indicates Part D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO applies.

This coverage applies only if you submit proper receipts for expenses claimed under this coverage.

Auto Death Indemnity

In the event of "your" death we shall pay the amount of \$10,000 in accordance with these provisions:

1. Death must result directly and independently of all other causes from "bodily injury" caused by accident and sustained by you while "occupying "your covered auto".
2. You must be wearing a seat belt at the time of the accident.
3. Death must occur within 90 days after the accident.

For the purpose of the coverage "your covered auto" shall mean any auto described in the Declarations for which a premium charge indicates Part A – LIABILITY COVERAGE applies.

This insurance does not apply to:

1. Loss caused by or resulting from disease except pus forming infection which shall occur through "bodily injury" to which this insurance applies.
2. Suicide, sane or insane, or to any attempt thereat.
3. Death due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

The following Conditions will apply:

1. Policy Provisions: None of the Insuring Agreements, Exclusion or Conditions of the policy shall apply to the insurance afforded by this coverage except Part F – GENERAL PROVISIONS entitled "Policy Period and Territory", "Fraud", "Changes", "Legal Action Against Us" and "Termination".
2. Notice of Claim: When loss covered hereunder occurs, written notice thereof shall be given by the beneficiary, or someone on his or her behalf, to us or any of our authorized agents as soon as practicable.
3. Proof of Claim; Medical Reports: As soon as practicable, the beneficiary or someone on his or her behalf shall give us proof of claim, under oath if required; and shall after each request from us execute authorization to enable us to obtain medical reports and copies or records.

Proof of claim shall be made upon forms furnished by us unless we shall have failed to furnish such forms within 15 days after receiving notice of claim.

4. Payment of Death Indemnity; Autopsy: If the decedent person is survived by a spouse who was a resident of the same household at the time of the accident, this benefit is payable to such spouse; otherwise, this benefit is payable to the decedent person's estate.

We have the right and opportunity to request an autopsy where not forbidden by law.

Unless otherwise stated above, all provisions of the policies apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY PROTECTION COVERAGE – MICHIGAN

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

SCHEDULE

Benefits	Limit Of Liability
Medical Expenses	No maximum dollar amount
Funeral Expenses	Up to \$1,750 per person
Work Loss	Up to the amount established under the Michigan Insurance Code for any 30 day period
Replacement Services	\$20 per day maximum
Survivor's Loss Consisting Of Income Loss And Replacement Services	Up to the amount established under the Michigan Insurance Code for any 30 day period subject to a \$20 per day maximum for replacement services
The following options apply as indicated in the Declarations or by an X in the box below:	
COORDINATION OF BENEFITS	
<input type="checkbox"/> Coordination of medical expenses (excluding Medicare benefits provided by the Federal Government) applies to you or any "family member".	
<input type="checkbox"/> Coordination of work loss applies to you or any "family member".	
REJECTION OF WORK LOSS	
<input type="checkbox"/> Work loss does not apply to an "insured" age 60 or older who has signed a form rejecting the work loss benefit.	
DEDUCTIBLE	
<input type="checkbox"/> A deductible of \$ _____ applies to you or any "family member".	

I. Definitions

The **Definitions** Section is amended as follows:

A. The definition of "your covered auto" is replaced by the following:

"Your covered auto" means an "auto":

1. For which you are required to maintain security under the Michigan Insurance Code; and
2. To which the bodily injury liability coverage of this policy applies.

B. The following definitions are added:

1. "Auto" means a motor vehicle or trailer operated or designed for use on public roads. It does not include:

- a. A motorcycle or moped;
- b. A farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan Vehicle Code;
- c. A vehicle operated by muscular power or with fewer than three wheels; or
- d. An "ORV" as defined by the Michigan Insurance Code.

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2. "Auto accident" means a loss involving the ownership, operation, maintenance or use of an "auto" as an "auto" regardless of whether the accident also involves the ownership, operation, maintenance, or use of a motorcycle as a motorcycle.

C. "Insured" as used in this endorsement means:

1. You or any "family member" injured in an "auto accident";
2. Anyone else injured in an "auto accident":
 - a. While "occupying" "your covered auto"; or
 - b. If the accident involves any other "auto":
 - (1) Which is operated by you or any "family member"; and
 - (2) To which Part **A** of this policy applies.
 - c. While not "occupying" any "auto" if the accident involves "your covered auto".

II. Personal Injury Protection Coverage

INSURING AGREEMENT

- A.** We will pay personal injury protection benefits to or for an "insured" who sustains "bodily injury". The "bodily injury" must:
1. Be caused by accident; and
 2. Result from the ownership, maintenance or use of an "auto" as an "auto".

- B.** These benefits are subject to the provisions of the Michigan Insurance Code. Subject to the limits shown in the Schedule or Declarations, personal injury protection benefits consist of the following:

1. Medical Expenses

Reasonable and necessary medical expenses incurred for an "insured's":

- a. Care;
- b. Recovery; or
- c. Rehabilitation.

Only semi-private room charges will be paid unless special or intensive care is required.

2. Funeral Expenses

Reasonable funeral and burial expenses incurred.

3. Work Loss

Up to 85% of an "insured's" actual loss of income from work. We will pay a higher percentage if the "insured" gives us reasonable proof that net income is more than 85% of gross income. The most we will pay in any 30 day period for this benefit is the amount shown in the Schedule or Declarations unless another amount is established by law. Any income an "insured" earns during the 30 day period is included in determining the income benefit we will pay. This benefit is payable for loss sustained during the 3 years after the accident. It does not apply after an "insured" dies. We will prorate this benefit for any period less than 30 days.

4. Replacement Services

Reasonable expenses for obtaining services to replace those an "insured" would have done:

- a. Without pay; and
- b. For the benefit of that "insured" or that "insured's" dependents.

This benefit is payable for loss sustained during the 3 years after the accident. It does not apply after an "insured" dies.

5. Survivor's Loss

a. Income Loss

The contributions a deceased "insured's" spouse and dependents would have received as dependents, if the "insured" had not died. The contributions must be tangible things of economic value, not including services.

b. Replacement Services

Reasonable expenses incurred for obtaining services to replace those a deceased "insured" would have done for that "insured's" spouse and dependents.

The most we will pay in any 30 day period for the total of these benefits is the amount shown in the Schedule or Declarations unless another amount is established by law. These benefits are payable for loss sustained during the 3 years after the accident. A deceased "insured's" spouse must have either:

- a. Resided with; or
- b. Been dependent on;

the "insured" at the time of death. The benefits end for a spouse at remarriage or death.

Any other person who was dependent upon the deceased "insured" at the time of death qualifies for benefits if, and as long as that dependent is:

- a. Under age 18; or
- b. Physically or mentally unable to earn a living; or
- c. In a full time formal program of academic or vocational education or training.

EXCLUSIONS

- A. We do not provide Personal Injury Protection Coverage for "bodily injury":
 1. To any "insured" who intentionally caused the "bodily injury".
 2. Sustained by any "insured" using an "auto" which that "insured" had taken unlawfully. This Exclusion **(A.2.)** does not apply if the "insured" had a reasonable belief that he or she was entitled to use the "auto".
 3. Sustained by any "insured" while not "occupying" an "auto" if the accident takes place outside Michigan. However, this Exclusion **(A.3.)** does not apply to:
 - a. You; or
 - b. Any "family member".
 4. To you while "occupying", or struck by while not "occupying", any "auto":
 - a. Owned or registered by you; and
 - b. Which is not "your covered auto".
 5. Sustained by the owner or registrant of an "auto" involved in the accident and for which the security required under the Michigan Insurance Code is not in effect.
 6. Sustained by anyone entitled to Michigan no-fault benefits as a family member under another policy except while an operator or passenger of a motorcycle involved in the accident. This Exclusion **(A.6.)** does not apply to:
 - a. You; or
 - b. Any "family member".
 7. Sustained by anyone entitled to Michigan no-fault benefits as a named insured under another policy except while an operator or passenger of a motorcycle involved in the accident. This Exclusion **(A.7.)** does not apply to you.
 8. Sustained while "occupying", or struck by while not "occupying", an "auto" (other than "your covered auto") if:
 - a. Operated by you or any "family member"; and
 - b. The owner or registrant has the security required under the Michigan Insurance Code.

This Exclusion **(A.8.)** does not apply to:

 - a. You; or
 - b. Any "family member".
 9. Sustained while "occupying" an "auto" located for use as a residence or premises.
 10. Sustained while "occupying" a public auto for which the security required under the Michigan Insurance Code is in effect. This Exclusion **(A.10.)** does not apply to "bodily injury" to you or a "family member" while a passenger in a:
 - a. School bus;
 - b. Certified common carrier;
 - c. Bus operated under government sponsored transportation program;
 - d. Bus operated by or servicing a non-profit organization;
 - e. Bus operated by a watercraft, bicycle or horse livery used only to transport passengers to or from a destination point; or
 - f. Taxicab.
 11. Sustained by you or any "family member" while "occupying" an "auto" which is owned or registered by:
 - a. Your employer; or
 - b. Any "family member's" employer; and for which the security required under the Michigan Insurance Code is in effect.
 12. Sustained while "occupying" an "auto" other than "your covered auto":
 - a. For which the owner or registrant is not required to provide security under the Michigan Insurance Code; and
 - b. Which is being operated by you or a "family member" outside Michigan.

This Exclusion **(A.12.)** does not apply to:

 - a. You or any "family member"; or
 - b. Medical or funeral expense benefits.

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13. Arising out of the ownership, operation, maintenance or use of a parked "auto". This Exclusion **(A.13.)** does not apply if:

- a.** The "auto" was parked in such a way as to cause unreasonable risk of the "bodily injury"; or
- b.** The "bodily injury" resulted from physical contact with:
 - (1)** Equipment permanently mounted on the "auto" while the equipment was being used; or
 - (2)** Property being lifted onto or lowered from the "auto"; or
- c.** The "bodily injury" was sustained while "occupying" the "auto".

However, Exceptions **b.** and **c.** to this Exclusion **(A.13.)** do not apply to any employee that has Michigan workers' disability compensation benefits available and who sustains "bodily injury" in the course of employment while loading, unloading or doing mechanical work on an auto, unless the injury arises from the use or operation of another vehicle.

14. Sustained in an "auto accident" by you or any "family member" while an operator or passenger of a motorcycle, if the owner, registrant or operator of the "auto" has provided security for that "auto" as required under the Michigan Insurance Code.

B. We do not provide Personal Injury Protection Coverage for:

- 1.** Medical expenses for you or any "family member":
 - a.** To the extent that similar benefits are paid or payable under any other insurance, service, benefit or reimbursement plan; and
 - b.** If Coordination of Benefits for medical expenses is indicated in the Schedule or Declarations.
- 2.** Work loss for you or any "family member":
 - a.** To the extent that similar benefits are paid or payable under any other insurance, service, benefit or reimbursement plan; and
 - b.** If Coordination of Benefits for work loss is indicated in the Schedule or Declarations.

3. Work loss for an "insured" age 60 or older if:

- a.** Rejection of Work Loss is indicated in the Schedule or Declarations; and
- b.** That "insured" has signed a form rejecting the work loss benefit.

LIMIT OF LIABILITY

The limits of liability shown in the Schedule or Declarations for Personal Injury Protection Coverage are the most we will pay for each "insured" injured in any one accident, regardless of the number of:

- 1.** "Insureds";
- 2.** Claims made;
- 3.** Vehicles or premiums shown in the Declarations;
- 4.** Vehicles involved in the accident; or
- 5.** Insurers providing no-fault benefits.

Any amount payable under this insurance shall be reduced by:

- 1.** Any amounts paid, payable or required to be provided by state or federal law provided that the benefits:
 - a.** Serve the same purpose as personal injury protection benefits paid or payable to an "insured" under this policy; and
 - b.** Are provided or required to be provided as a result of the same accident for which this insurance is payable. However, this insurance shall not be reduced by any amount of workers' compensation benefits, if workers' compensation benefits that are required to be provided are not available to an "insured".
- 2.** Any deductible you elect. However, the deductible applies only to you and any "family member".

III. Part E – Duties After An Accident Or Loss

Part E is amended as follows:

A. Duties **B.1.** and **B.5.** are replaced by the following:

A person seeking coverage must:

- 1.** Cooperate with us in the investigation or settlement of any claim.
- 2.** Submit a written proof of claim when required by us.

B. Duty B.2. does not apply.

C. The following duty is added:

A person seeking coverage must promptly send us copies of the legal papers if a suit is brought.

D. Paragraph **B.3.b.** does not apply.

IV. Part F – General Provisions

Part **F** is amended as follows:

A. The **Legal Action Against Us** Provision is replaced by the following:

LEGAL ACTION AGAINST US

No legal action may be brought against us until there has been full compliance with the terms of this coverage. In addition, no legal action may be brought against us after one year from the date of accident causing the injury unless:

1. Written notice of the injury has been given to us within one year from the date of the accident; or
2. We have already paid any personal injury protection benefits for the injury.

If either **1.** or **2.** applies, you may bring action against us. Action must be brought within one year from the date the most recent medical or funeral expense or work or survivor's loss was incurred. No one may recover benefits for any portion of the loss incurred more than one year before the date on which the action was begun.

B. The **Our Right To Recover Payment** Provision is amended as follows:

OUR RIGHT TO RECOVER PAYMENT

1. Paragraph **A.** of the provision is replaced by the following:

If we make a payment under this coverage and the person to or for whom payment was made has a right to recover damages from the owner or operator of a motor vehicle, and that owner or operator is an uninsured motorist, we shall be subrogated to that right. That person shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.

2. The following is added to Paragraph **B.** of the provision:

Our right is subject to any applicable limitations stated in the Michigan Insurance Code.

C. The following provisions are added:

DUPLICATION OF BENEFITS

No one will be entitled to duplicate payments for the same elements of loss under this coverage regardless of the number of:

1. Vehicles covered; or
2. Insurers (including self-insurers) providing security in accordance with the Michigan Insurance Code or any other similar law.

An "insured" who sustains "bodily injury" resulting from an "auto accident" which shows evidence of the involvement of an "auto" while an operator or passenger of a motorcycle shall claim insurance benefits in the following order of priority:

1. The insurer of the owner or registrant of the "auto" involved in the accident.
2. The insurer of the operator of the "auto" involved in the accident.
3. The "auto" insurer of the operator of the motorcycle involved in the accident.
4. The "auto" insurer of the owner or registrant of the motorcycle involved in the accident.

PREMIUM RECOMPUTATION

The Michigan Insurance Code places certain limitations on a person's right to sue for damages. The premium for this policy reflects these limitations. A court from which there is no appeal can declare any of these limitations unenforceable. If this occurs, we will have the right to recompute the premium. You can choose to delete any coverage as the result of the court's decision. If you do, we will compute any refund of premium on a pro rata basis.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

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SERFF Tracking Number: NWPP-126294140 State: Michigan
 First Filing Company: Allied Property and Casualty Insurance State Tracking Number:
 Company, ...
 Company Tracking Number: 321APF09184
 TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
 Product Name: Private Passenger Auto
 Project Name/Number: CPM/

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: FIS 0782-Time Deviation Data Sheet		
Bypass Reason: This filing is a forms-only filing.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Property & Casualty FILING MEMORANDUM		
Comments:		
Attachment: 1209 MI CPM F777.pdf		

	Item Status:	Status Date:
Satisfied - Item: Property & Casualty POLICY FORMS/ENDORSEMENTS		
Comments: This filing is a personal automobile filing. The SERFF General Instructions have been reviewed.		

	Item Status:	Status Date:
Bypassed - Item: Property & Casualty RATE DEVELOPMENT EXHIBITS		
Bypass Reason: This filing is a forms-only filing.		
Comments:		

	Item Status:	Status Date:
Property & Casualty RULE/RATE		

SERFF Tracking Number: NWPP-126294140 State: Michigan
First Filing Company: Allied Property and Casualty Insurance State Tracking Number:
Company, ...
Company Tracking Number: 321APF09184
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: Private Passenger Auto
Project Name/Number: CPM/
Bypassed - Item: PAGES
Bypass Reason: This filing is a forms-only filing.
Comments:

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">2. Insurance Department Use only</td> </tr> <tr> <td colspan="2">a. Date the filing is received:</td> </tr> <tr> <td colspan="2">b. Analyst:</td> </tr> <tr> <td colspan="2">c. Disposition:</td> </tr> <tr> <td colspan="2">d. Date of disposition of the filing:</td> </tr> <tr> <td colspan="2">e. Effective date of filing:</td> </tr> <tr> <td style="text-align: center;">New Business</td> <td></td> </tr> <tr> <td style="text-align: center;">Renewal Business</td> <td></td> </tr> <tr> <td colspan="2">f. State Filing #:</td> </tr> <tr> <td colspan="2">g. SERFF Filing #:</td> </tr> <tr> <td>h. Subject Codes</td> <td></td> </tr> </table>	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	
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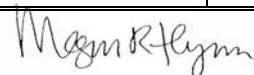
3. Group Name	Group NAIC #
Nationwide Insurance	140

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
AMCO Insurance Company	Iowa	19100	42-6054959	
Allied Property and Casualty Insurance Company	Iowa	42579	42-1201931	

5. Company Tracking Number	321APF09184
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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
	Megan R Flynn 1100 Locust Street, DM-02-01 Des Moines, Iowa 50391-0201	Senior Compliance Analyst	800-532-1436 X 2701	515-508-4665	FLYNNM4@nationwide.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Megan R Flynn

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
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	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: 01/22/2010 Renewal: 02/22/2010
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	09/04/2009
19. Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	321APF09184
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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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Enclosed for filing on behalf of AMCO Insurance Company and Allied Property and Casualty Insurance Company are eight new endorsement forms and one revised form applicable to our Private Passenger Auto program in the state of Michigan. The corresponding rates will be filed separately. The company filing number is: 321APF09184.

Identity Theft Endorsement, AA1411 (12-09)

This endorsement provides limited coverage to pay for expenses incurred by an insured as a direct result of any one identity fraud first discovered or learned of during the policy period.

New Car Replacement/GAP Coverage Endorsement, PP1406 (12-09)

This new endorsement provides coverage in the event of a total loss where we will pay any financed amount the insured owes in excess of the actual cash value of the auto and the purchase price of a replacement vehicle.

GAP Coverage Endorsement, PP1407 (12-09)

This new endorsement provides coverage in the event of a total loss where we will pay any financed amount the insured owes in excess of the actual cash value of the auto.

Roadside Assistance Coverage Endorsement, AA1418 (12-09)

This new endorsement provides insureds with dispatch assistance for roadside events like towing. The emergency roadside services include towing, winching and extricating, fuel delivery, lockout, jump starts, flat tires, and trip routing.

Diminishing Deductible Endorsement, AA1419 (12-09)

This new endorsement is optional and may be purchased to reduce an insured's deductible. The accrued deductible credit will be subtracted from the coverage deductible to determine what amount the insured will pay in the event of a covered comprehensive or collision loss.

Total Loss Deductible Waiver Endorsement, AA1420 (12-09)

This new endorsement is optional and may be purchased to waive the deductible in the event of a total loss.

Allied Extra Endorsement, AA0017 (06-09)

This new endorsement provides insureds with additional coverage such as Emergency Lockout Coverage, Special Deductible Provision, Air Bag Replacement Coverage and Auto Death Indemnity. This form will be used for Allied Property and Casualty Company business.

Named Non-Owner Coverage, AA1421 (12-09)

This new form offers protection for liability, uninsured, and underinsured motorists coverages to a named insured who does not own a private passenger automobile.

Personal Injury Protection Coverage, PP0590 (12-09)

Replaces form, PP0590 ((06-07) Allied Property and Casualty Insurance Company), ((06-09) AMCO Insurance Company)

The (06-07) edition is amended to exclude an "ORV" from the definition of "Auto" as a result of HB 5559 which amended Michigan Code Section 500.3101 by adding "Motor vehicle does not include an ORV". "ORV" is specifically defined in the Code. The (06-09) edition adds the company name to the face of the form.

Effective March 1, 2007

We request that the submitted forms become effective on or after January 22, 2010 for New Business and February 22, 2010 for Renewal Business.

Please let me know if you need my assistance to facilitate the approval of this filing. I may be reached at 1-800-532-1436 x2701, Monday - Friday 8:00 a.m. - 4:30 p.m. CST or via e-mail at FLYNNM4@nationwide.com. Thank you for your time.

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 #: N/A
Amount: N/A

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.)**

SERFF Tracking Number: NWPP-126294140 State: Michigan
 First Filing Company: Allied Property and Casualty Insurance State Tracking Number:
 Company, ...
 Company Tracking Number: 321APF09184
 TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
 Product Name: Private Passenger Auto
 Project Name/Number: CPM/

Superseded Schedule Items

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.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
09/04/2009	Form	Allied Extra Endorsement	09/04/2009	AA0017-0609-00.pdf (Superseded)

ALLIED EXTRA COVERAGES

When you have in effect a Homeowners Insurance Policy or Farm Property Coverage Form issued by an affiliated company of Nationwide Mutual Insurance Company (Nationwide) or an affiliated company of Allied Property and Casualty Insurance Company (Allied) that covers your "residence premises" or "dwelling", as defined in the Nationwide or Allied policy, Allied Extra Coverages will apply in accordance with the following provisions:

Emergency Lockout Coverage

We will reimburse you up to \$150 for reasonable expense incurred for the services needed to gain entry into "your covered auto" or your "residence premises" or your "dwelling" subject to these conditions:

1. Your key (including electronic entry device) has been lost, stolen, disabled, or locked in "your covered auto" or "residence premises" or "dwelling" and you are unable to enter such auto, residence premises or dwelling; or
2. Your key (including electronic entry device) has been lost or stolen and you have changed the locks to prevent an unauthorized entry.

Original copies of receipts for services must be provided before reimbursement is payable.

For the purposes of this coverage:

"Your covered auto" shall mean any auto described in the Declarations for which a premium charged indicates either Part A – LIABILITY COVERAGE or Part D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO applies.

"Residence Premises" and "Dwelling" shall mean the dwelling insured under your Homeowners Insurance Policy or Farm Property Coverage Form.

Special Deductible Provision

In the event of a covered loss, the following Special Deductible Provisions will apply:

1. When the "residence premises" or "dwelling", as defined in your Homeowners Insurance Policy or your Farm Property Coverage Form, is a total fire loss, as determined by us, the "residence premises" or "dwelling" deductible will be waived, up to \$5000; or
2. If the same event results in a covered loss to two or more Allied or Nationwide policies insuring:
 - a. "your covered auto" under your Personal Auto Policy;
 - b. property covered under your Homeowners Insurance Policy;
 - c. a recreational vehicle covered under your Recreational Vehicle Policy;
 - d. a watercraft covered under your Pleasure Boatowners Insurance Policy; or
 - e. Farm policy covering the "dwelling", as defined in your Farm Property Coverage Form;

the largest deductible applicable shall apply once to all covered losses. (subject to the assessment and reimbursement of lower deductibles).

This provision applies only if the combined loss or damage exceeds the higher of the applicable deductibles.

The application of this provision shall not serve to reduce your recovery to less than the amount you would have received under individual policies.

For the purpose of this coverage "your covered auto" shall mean any auto described in the Declarations for which a premium charge indicates Part D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO applies.

Air Bag Replacement Coverage

We will pay for reasonable expenses incurred in replacing an air bag in “your covered auto” that deploys without the auto being involved in a loss.

For the purpose of this coverage “your covered auto” shall mean any auto described in the Declarations for which a premium charge indicates Part D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO applies.

This coverage applies only if you submit proper receipts for expenses claimed under this coverage.

Auto Death Indemnity

In the event of “your” death we shall pay the amount of \$10,000 in accordance with these provisions:

1. Death must result directly and independently of all other causes from “bodily injury” caused by accident and sustained by you while “occupying “your covered auto””.
2. You must be wearing a seat belt at the time of the accident.
3. Death must occur within 90 days after the accident.

For the purpose of the coverage “your covered auto” shall mean any auto described in the Declarations for which a premium charge indicates Part A – LIABILITY COVERAGE applies.

This insurance does not apply to:

1. Loss caused by or resulting from disease except pus forming infection which shall occur through “bodily injury” to which this insurance applies.
2. Suicide, sane or insane, or to any attempt thereat.
3. Death due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

The following Conditions will apply:

1. Policy Provisions: None of the Insuring Agreements, Exclusion or Conditions of the policy shall apply to the insurance afforded by this coverage except Part F – GENERAL PROVISIONS entitled “Policy Period and Territory”, “Fraud”, “Changes”, “Legal Action Against Us” and “Termination”.
2. Notice of Claim: When loss covered hereunder occurs, written notice thereof shall be given by the beneficiary, or someone on his or her behalf, to us or any of our authorized agents as soon as practicable.
3. Proof of Claim; Medical Reports: As soon as practicable, the beneficiary or someone on his or her behalf shall give us proof of claim, under oath if required; and shall after each request from us execute authorization to enable us to obtain medical reports and copies or records.

Proof of claim shall be made upon forms furnished by us unless we shall have failed to furnish such forms within 15 days after receiving notice of claim.

4. Payment of Death Indemnity; Autopsy: If the decedent person is survived by a spouse who was a resident of the same household at the time of the accident, this benefit is payable to such spouse; otherwise, this benefit is payable to the decedent person’s estate.

We have the right and opportunity to request an autopsy where not forbidden by law.

Unless otherwise stated above, all provisions of the policies apply.