

SERFF Tracking Number: NWPP-127000398 State: Wisconsin
 First Filing Company: Allied Property and Casualty Insurance Company, ... State Tracking Number:
 Company Tracking Number: 01-48-PUF-019-11
 TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
 Product Name: Personal Auto
 Project Name/Number: /

Filing at a Glance

Companies: Allied Property and Casualty Insurance Company, AMCO Insurance Company, Nationwide Insurance Company Of America, Nationwide Affinity Insurance Company of America

Product Name: Personal Auto SERFF Tr Num: NWPP-127000398 State: Wisconsin
 TOI: 19.0 Personal Auto SERFF Status: Closed-Filed State Tr Num:
 Sub-TOI: 19.0001 Private Passenger Auto Co Tr Num: 01-48-PUF-019-11 State Status:
 (PPA)
 Filing Type: Form Reviewer(s): Rachel Donohue
 Author: John Reutter Disposition Date: 03/04/2011
 Date Submitted: 03/01/2011 Disposition Status: Filed
 Effective Date Requested (New): 05/21/2011 Effective Date (New):
 Effective Date Requested (Renewal): 07/14/2011 Effective Date (Renewal):

General Information

Project Name: Status of Filing in Domicile:
 Project Number: Domicile Status Comments:
 Reference Organization: Reference Number:
 Reference Title: Advisory Org. Circular:
 Filing Status Changed: 03/04/2011
 State Status Changed: Deemer Date: 03/30/2011
 Created By: John Reutter Submitted By: John Reutter
 Corresponding Filing Tracking Number:
 Filing Description:
 At this time, we would like to place on file the following forms to be used in our Personal Lines Auto program in AMCO Insurance Company, Depositors Insurance Company, Nationwide Insurance Company of America., and Nationwide Affinity Insurance Company of America.

A revised Underinsured Motorists Coverage endorsement AA0428 (04-11), replacing the previously approved AA0428 (11-09). A revised Underinsured Motorists Coverage endorsement AA0428 (04-11) replacing the previously approved AA0428 (11-09).

New Form	Description	Old Form
.		

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 Company, ...
 Company Tracking Number: 01-48-PUF-019-11
 TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
 Product Name: Personal Auto
 Project Name/Number: /
 AA0427 (04-11) Uninsured Motorists Coverage endorsement AA0427 (11-09)
 AA0428 (04-11) Underinsured Motorists Coverage endorsement AA0428 (11-09)

We request your approval to implement this filing effective on or after May 21, 2011 for New Business and July 14, 2011 Renewals. Please let me know if I can provide any additional information or clarification regarding approval of this filing. I will respond promptly.

Company and Contact

Filing Contact Information

John Reutter, Sr. Compliance Analyst reuttej@nationwide.com
 1100 Locust Street 515-508-5388 [Phone]
 DM01-0201 515-508-4665 [FAX]
 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	

Nationwide Insurance Company Of America	CoCode: 25453	State of Domicile: Iowa
One Nationwide Plaza 1-19-10	Group Code: 140	Company Type: P&C
Columbus, OH 43215-2220	Group Name:	State ID Number:
(614) 249-4600 ext. [Phone]	FEIN Number: 95-2130882	

Nationwide Affinity Insurance Company of America	CoCode: 26093	State of Domicile: Kansas
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 Company Tracking Number: 01-48-PUF-019-11
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 Product Name: Personal Auto
 Project Name/Number: /
 One Nationwide Plaza 1-19-10 Group Code: 140 Company Type:
 Columbus, OH 43215-2220 Group Name: State ID Number:
 (614) 249-4600 ext. [Phone] FEIN Number: 48-0470690

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Allied Property and Casualty Insurance Company	\$0.00		
AMCO Insurance Company	\$0.00		
Nationwide Insurance Company Of America	\$0.00		

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Company, ...
Company Tracking Number: 01-48-PUF-019-11
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: Personal Auto
Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Filed	Rachel Donohue	03/04/2011	03/04/2011

SERFF Tracking Number: NWPP-127000398 State: Wisconsin
First Filing Company: Allied Property and Casualty Insurance State Tracking Number:
Company, ...
Company Tracking Number: 01-48-PUF-019-11
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: Personal Auto
Project Name/Number: /

Disposition

Disposition Date: 03/04/2011

Effective Date (New):

Effective Date (Renewal):

Status: Filed

Comment:

Used with form filings that are subject to file & use under s. 631.20(1)(c) and (1m) Wis. Stat.

Effective July 1st, 2008, changes in insurance law exempted certain policy forms from receiving prior approval before use.

This filing may be used 30 days after receipt by OCI.

USE DATE: 03/30/2011

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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 Company Tracking Number: 01-48-PUF-019-11
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 Product Name: Personal Auto
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Certification of Compliance and Readability	Filed	Yes
Supporting Document	Appraisal or Arbitration Provision	Filed	Yes
Supporting Document	Forms Filing Letter	Filed	Yes
Form	Uninsured Motorists Coverage endorsement	Filed	Yes
Form	Underinsured Motorists Coverage endorsement	Filed	Yes

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 Product Name: Personal Auto
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Form Schedule

Schedule Item Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Filed 03/04/2011	Uninsured Motorists Coverage endorsement	AA0427	04-11	Endorsement/Amendment/Conditions	Replaced Form #:72.470 AA0427 (11-09) Previous Filing #:		AA0427-0411-00.pdf
Filed 03/04/2011	Underinsured Motorists Coverage endorsement	AA0428	04-11	Endorsement/Amendment/Conditions	Replaced Form #:71.170 AA0428 (11-09) Previous Filing #:		AA0428-0411-00.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS COVERAGE - WISCONSIN

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

I. PART C – UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

B. "Insured" as used in this Part means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

C. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no bodily injury liability bond or policy applies at the time of the accident.
2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the applicable minimum limit for bodily injury liability specified by the financial responsibility law of Wisconsin.
3. Which is a hit-and-run vehicle whose owner or operator cannot be identified and which hits:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" are "occupying";
 - c. "Your covered auto"; or
 - d. Another vehicle which, in turn, hits:
 - (1) You or any "family member";

(2) A vehicle which you or any "family member" are "occupying"; or

(3) "Your covered auto".

4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:

- a. Denies coverage; or
- b. Is or becomes insolvent.

5. Which is a vehicle whose owner or operator cannot be identified. If there is no physical contact with the unidentified motor vehicle involved in the accident, evidence in support of such motor vehicle's involvement in the accident must be provided by an independent third party.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by any governmental unit or agency.
2. Operated exclusively on rails or crawler treads.
3. Designed mainly for use off public roads while not on public roads.
4. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.

EXCLUSIONS

A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:

1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.

B. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":

1. If that "insured" or legal representative settles the "bodily injury" claim without our consent.
2. While "occupying" "your covered auto" when it is being used to carry persons or

property for compensation or a fee. This Exclusion (B.2.) does not apply to a share-the-expense car pool.

3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.3.) does not apply to a "family member" using "your covered auto" which is owned by you.
4. Which is caused directly or indirectly by or resulting from fungi or bacteria regardless of the cause of growth, proliferation or accretion. Fungi means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
5. Which would not have occurred in whole or in part but for fungi or bacteria injury or damage including, but not limited to, any injury or damage arising out of or alleged to have arisen out of any act, error, omission, failure to warn or other duty involving fungi or bacteria, its exposure, existence, detection, removal, elimination or avoidance or actions arising from a failure to disclose the presence of fungi or bacteria.

C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:

1. Workers' compensation law; or
2. Disability benefits law.

D. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

A. When there is only one insured vehicle:

1. The Limit Of Liability for Uninsured Motorists Coverage shown in the Declarations for each person is our maximum limit of liability for all damages, including damages for care, loss of services or death arising out of "bodily injury" sustained by any one person in any one accident; and
2. Subject to this limit for each person, the Limit Of Liability for Uninsured Motorists Coverage shown in the Declarations for each accident is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

B. When there is more than one insured vehicle:

1. And the "insured" was "occupying" "your covered auto" at the time of the accident:
 - a. The Limit Of Liability for Uninsured Motorists Coverage shown in the Declarations for each person applicable

to that "your covered auto", plus the sum of the highest Limits Of Liability for Uninsured Motorists Coverage shown in the Declarations for each person applicable to any other of "your covered autos" up to a maximum of two additional limits, is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident; and

- b. Subject to this limit for each person, the Limit Of Liability for Uninsured Motorists Coverage shown in the Schedule or in the Declarations for each accident applicable to that "your covered auto", plus the sum of the highest Limits Of Liability for Uninsured Motorists Coverage shown in the Declarations for each accident applicable to any other of "your covered autos" up to a maximum of two additional limits, is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

2. And the "insured" was not "occupying" one of "your covered autos" at the time of the accident:

- a. The sum of the highest Limits Of Liability for Uninsured Motorists Coverage shown in the Declarations for each person applicable to any of "your covered autos" up to a maximum of three limits, is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident; and

- b. Subject to this limit for each person, the sum of the highest Limits Of Liability for Uninsured Motorists Coverage shown in the Declarations for each accident applicable to any of "your covered autos" up to a maximum of three limits, is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;

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- 3. Vehicles or premiums shown in the Declarations; or
 - 4. Vehicles involved in the accident. A vehicle and attached "trailer" are considered one vehicle. Therefore, the Limit of Liability will not be increased for an accident involving a vehicle which has an attached "trailer".
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
- 1. Part A or Part B of this policy; or
 - 2. Any Underinsured Motorists Coverage provided by this policy.
- D. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- E. We will not make a duplicate payment to the extent amounts are paid or payable because of the "bodily injury" under any of the following or similar law:
- 1. Workers' compensation law; or
 - 2. Disability benefits law.

OTHER INSURANCE

If there is other applicable insurance similar to the insurance provided by this endorsement, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance similar to the insurance provided by this endorsement.

ARBITRATION

- A. If we and an "insured" do not agree:
- 1. Whether that "insured" is legally entitled to recover damages; or
 - 2. As to the amount of damages which are recoverable by that "insured";
- from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.
- Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B. Each party will:
- 1. Pay the expenses it incurs; and
 - 2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
- 1. Whether the "insured" is legally entitled to recover damages; and
 - 2. The amount of damages. This applies only if the amount does not exceed the applicable minimum limit for bodily injury liability specified by the financial responsibility law of Wisconsin.
- If the amount exceeds the applicable minimum limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

SUIT AGAINST US

We may not be sued under the Uninsured Motorists Coverage on any claim that is barred by the three year tort statute of limitations.

II. PART E - DUTIES AFTER AN ACCIDENT OR LOSS

In addition to the duties in **PART E - DUTIES AFTER AN ACCIDENT OR LOSS** of this policy, a person seeking coverage for "bodily injury" sustained in an accident involving an "uninsured motor vehicle" must also promptly:

- 1. Notify the police if a hit-and-run driver is involved.
- 2. Send us copies of the legal papers if a suit is brought.
- 3. Provide us with a copy of the petition or complaint, by personal service or certified mail, if the "insured" brings an action against the owner or operator of the "uninsured motor vehicle" or any other person or entity who may be considered liable for those damages.
- 4. Make available all pleadings and depositions for copying by us or furnish us with copies at our expense.

PART F – GENERAL PROVISIONS

Part F is amended as follows:

The following is added to the **Two Or More Auto**

Policies Provision:

TWO OR MORE AUTO POLICIES

1. This provision does not apply to Uninsured Motorists Coverage.
2. No one will be entitled to receive duplicate payments for the same elements of loss under Uninsured Motorists Coverage.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDERINSURED MOTORISTS COVERAGE - WISCONSIN

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

If you are involved in an accident in which the other driver is legally at-fault, the at-fault driver's insurance policy has the obligation to pay for your bodily injury damages and bodily injury damages to passengers in your car. The at-fault driver may not have enough liability insurance to pay all the bodily injury damages you and your passengers have sustained.

Underinsured Motorists Coverage applies to the remainder of the bodily injury damages up to the limit of liability you select for Underinsured Motorists Coverage **only if** the limits of liability for the at-fault driver's insurance policy are less than the limits for this coverage.

Other terms and conditions also may apply to modify or restrict coverage.

I. UNDERINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "underinsured motor vehicle".

We will pay under this coverage only if 1. or 2. below applies:

1. The limits of liability under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle" have been exhausted by payment of judgments or settlements; or
2. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" which would exhaust the limits of liability under any applicable bodily injury liability bonds or policies and we:
 - a. Have been given prompt written notice of such tentative settlement; and
 - b. Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

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

1. You or any "family member".
2. Any other person "occupying" "your covered auto".

3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

C. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type :

1. To which a bodily injury liability bond or policy applies at the time of the accident the limits for bodily injury liability of that bond or policy are not enough to pay the full amount the "insured" is legally entitled to recover as damages.
2. Whose owner or operator is a self-insurer under any applicable motor vehicle law at the time of the accident but the self-insurance is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

However, "underinsured motor vehicle" does not include any vehicle or equipment:

1. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the applicable minimum limit for bodily injury liability specified by the financial responsibility law of Wisconsin
2. Owned by any governmental unit or agency.
3. Operated exclusively on rails or crawler treads.
4. Designed mainly for use off public roads while not upon public roads.
5. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

EXCLUSIONS

- A. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:
1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":
1. While "occupying" "your covered auto" when it is being used to carry persons or property for compensation or a fee. This Exclusion (B.1.) does not apply to a share-the-expense car pool.
 2. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.2.) does not apply to a "family member" using "your covered auto" which is owned by you.
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.
- D. We do not provide Underinsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A. When there is only one insured vehicle:
1. The Limit Of Liability for Underinsured Motorists Coverage shown in the Declarations for each person is our maximum limit of liability for all damages, including damages for care, loss of services or death arising out of "bodily injury" sustained by any one person in any one accident; and
 2. Subject to this limit for each person, the Limit Of Liability for Underinsured Motorists Coverage shown in the Declarations for each accident is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.
- B. When there is more than one insured vehicle:
1. And the "insured" was "occupying" "your covered auto" at the time of the accident:
 - a. The Limit Of Liability for Underinsured Motorists Coverage shown in the Declarations for each person applicable to that "your covered auto", plus the sum of

the highest Limits Of Liability for Underinsured Motorists Coverage shown in the Declarations for each person applicable to any other of "your covered autos" up to a maximum of two additional limits, is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident; and

- b. Subject to this limit for each person, the Limit Of Liability for Underinsured Motorists Coverage shown in the Declarations for each accident applicable to that "your covered auto", plus the sum of the highest Limits Of Liability for Underinsured Motorists Coverage shown in the Declarations for each accident applicable to any other of "your covered autos" up to a maximum of two additional limits, is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.
2. And the "insured" was not "occupying" one of "your covered autos" at the time of the accident:
- a. The sum of the highest Limits Of Liability for Underinsured Motorists Coverage shown in the Declarations for each person applicable to any of "your covered autos" up to a maximum of three limits, is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident; and
 - b. Subject to this limit for each person, the sum of the highest Limits Of Liability for Underinsured Motorists Coverage shown in the Declarations for each accident applicable to any of "your covered autos" up to a maximum of three limits, is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or

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4. Vehicles involved in the accident. A vehicle and attached "trailer" are considered one vehicle. Therefore, the Limit of Liability will not be increased for an accident involving a vehicle which has an attached "trailer".
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A, Part B or Part C of this policy.
- D. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- E. We will not make a duplicate payment to the extent amounts are paid or payable because of the "bodily injury" under any of the following or similar law:
 1. Worker's compensation law; or
 2. Disability benefits law.

OTHER INSURANCE

If there is other applicable insurance similar to the insurance provided by this endorsement, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as temporary substitute for "your covered auto", shall be excess over any other collectible insurance similar to the insurance provided by this endorsement.

ARBITRATION

- A. If we and an "insured" do not agree:
 1. Whether that "insured" is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that "insured";from the owner or operator of an "underinsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- B. Each party will:
 1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.

- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
 1. Whether the "insured" is legally entitled to recover damages; and
 2. The amount of damages. This applies only if the amount does not exceed the applicable minimum limit for bodily injury liability specified by the financial responsibility law of WisconsinIf the amount exceeds the applicable minimum limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

SUIT AGAINST US

We may not be sued under the Underinsured Motorists Coverage on any claim that is barred by the three year tort statute of limitations.

II. PART E - DUTIES AFTER AN ACCIDENT OR LOSS

In addition to the duties in **PART E - DUTIES AFTER AN ACCIDENT OR LOSS** of this policy, a person seeking coverage for "bodily injury" sustained in an accident involving an "underinsured motor vehicle" must also promptly:

1. Send us copies of the legal papers if a suit is brought.
2. Notify us in writing of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle". However, this paragraph (B.) does not apply if failure to notify us does not prejudice our rights against the insurer, owner or operator of such "underinsured motor vehicle".

III. PART F – GENERAL PROVISIONS

Part F. is amended as follows;

- A. The following is added to the **OUR RIGHT TO RECOVER PAYMENT** Provision:

OUR RIGHT TO RECOVER PAYMENT

Our rights do not apply under Paragraph A. with respect to Underinsured Motorists Coverage if we:

1. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and

2. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

1. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
2. We also have a right to recover the advance payment.

- B. The following is added to the **Two Or More Auto Policies** Provision:

TWO OR MORE AUTO POLICIES

1. This provision does not apply to Uninsured Motorists Coverage.
2. No one will be entitled to receive duplicate payments for the same elements of loss under Uninsured Motorists Coverage.

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SERFF Tracking Number: NWPP-127000398 State: Wisconsin
 First Filing Company: Allied Property and Casualty Insurance State Tracking Number:
 Company, ...
 Company Tracking Number: 01-48-PUF-019-11
 TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
 Product Name: Personal Auto
 Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Certification of Compliance and Readability	Filed	03/04/2011

Comments:

Attached are the Certificates of Compliance and Readability for this filing.

Attachments:

WI Certificate of Compliance NICOA.pdf
 WI Certificate of Compliance AMCO.pdf
 WI Certificate of Compliance APC.pdf
 WI Certificate of Compliance NAICOA.pdf

	Item Status:	Status Date:
Bypassed - Item: Appraisal or Arbitration Provision	Filed	03/04/2011
Bypass Reason: Does Not Apply		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Forms Filing Letter	Filed	03/04/2011
Comments:		
Attached is the Forms Filing Letter		
Attachment:		
WI Filing Letter - Auto.pdf		

CERTIFICATE OF COMPLIANCE AND READABILITY

I, Michael J. Leyland (name), an officer of Nationwide Insurance Company Of America (company name), hereby certify that I have authority to bind and obligate the company by filing this (these) form(s). I further certify that, to the best of my information, knowledge and belief:

1. The accompanying form(s) as identified by the attached listing comply(ies) with all applicable provisions of the Wisconsin Statutes and with all applicable administrative rules of the Commissioner of Insurance.
2. The form(s) does (do) not contain any inconsistent, ambiguous, or misleading clauses.
3. The form(s) does (do) not contain specification or conditions that unreasonably or deceptively limit the risk purported to be assumed in the general coverage of the policy form(s).
4. The only variations from a form currently on file with the commissioner of insurance and the only unconventional policy provisions are clearly marked or otherwise indicated on pages _____ of the attached form(s) or in an attachment.
5. The attached form(s) is (are) in final printed format or typed facsimile and is (are) as will be offered for issuance or delivery in Wisconsin after approval by the Commissioner of Insurance, except for hypothetical data and other appropriate variable material.
6. If this (form is a consumer insurance policy, the text of the form(s) meet(s) the minimum reading ease score or, if authorized by the commissioner, the score is lower than the minimum required by s. Ins 6.07(4)(a)1., Wis. Adm. Code. Product used to determine the Flesch score:
<http://bluecentauri.com/tools/writer/sample.php>

I understand that the commissioner of insurance will rely on this certification regarding the forms filed, and should it be determined that the policy form(s) does(do) not comply with the applicable laws, regulations, filing requirements and product standards or that this certification is materially false or incorrect, appropriate corrective and disciplinary action, including retroactive disapproval, as authorized by law, may be taken by the commissioner against the company and the officer completing this certification.

(Signature)

Assistant Vice President, Compliance
(Title)

02/28/11
(Date)

Individual responsible for this filing:

Name: John Reutter Title: Sr. Compliance Analyst

Address: 1100 Locust Des Moines, Iowa 50391

Phone Number: 515 508 5388 Date: February 28, 2011

CERTIFICATE OF COMPLIANCE AND READABILITY

I, Michael J. Leyland (name), an officer of AMCO Insurance Company (company name), hereby certify that I have authority to bind and obligate the company by filing this (these) form(s). I further certify that, to the best of my information, knowledge and belief:

1. The accompanying form(s) as identified by the attached listing comply(ies) with all applicable provisions of the Wisconsin Statutes and with all applicable administrative rules of the Commissioner of Insurance.
2. The form(s) does (do) not contain any inconsistent, ambiguous, or misleading clauses.
3. The form(s) does (do) not contain specification or conditions that unreasonably or deceptively limit the risk purported to be assumed in the general coverage of the policy form(s).
4. The only variations from a form currently on file with the commissioner of insurance and the only unconventional policy provisions are clearly marked or otherwise indicated on pages _____ of the attached form(s) or in an attachment.
5. The attached form(s) is (are) in final printed format or typed facsimile and is (are) as will be offered for issuance or delivery in Wisconsin after approval by the Commissioner of Insurance, except for hypothetical data and other appropriate variable material.
6. If this (form is a consumer insurance policy, the text of the form(s) meet(s) the minimum reading ease score or, if authorized by the commissioner, the score is lower than the minimum required by s. Ins 6.07(4)(a)1., Wis. Adm. Code. Product used to determine the Flesch score:
<http://bluecentauri.com/tools/writer/sample.php>

I understand that the commissioner of insurance will rely on this certification regarding the forms filed, and should it be determined that the policy form(s) does(do) not comply with the applicable laws, regulations, filing requirements and product standards or that this certification is materially false or incorrect, appropriate corrective and disciplinary action, including retroactive disapproval, as authorized by law, may be taken by the commissioner against the company and the officer completing this certification.

(Signature)

Assistant Vice President, Compliance
(Title)

02/28/11
(Date)

Individual responsible for this filing:

Name: John Reutter Title: Sr. Compliance Analyst

Address: 1100 Locust Des Moines, Iowa 50391

Phone Number: 515 508 5388 Date: February 28, 2011

CERTIFICATE OF COMPLIANCE AND READABILITY

I, Michael J. Leyland (name), an officer of Allied Property and Casualty Insurance Company (company name), hereby certify that I have authority to bind and obligate the company by filing this (these) form(s). I further certify that, to the best of my information, knowledge and belief:

1. The accompanying form(s) as identified by the attached listing comply(ies) with all applicable provisions of the Wisconsin Statutes and with all applicable administrative rules of the Commissioner of Insurance.
2. The form(s) does (do) not contain any inconsistent, ambiguous, or misleading clauses.
3. The form(s) does (do) not contain specification or conditions that unreasonably or deceptively limit the risk purported to be assumed in the general coverage of the policy form(s).
4. The only variations from a form currently on file with the commissioner of insurance and the only unconventional policy provisions are clearly marked or otherwise indicated on pages _____ of the attached form(s) or in an attachment.
5. The attached form(s) is (are) in final printed format or typed facsimile and is (are) as will be offered for issuance or delivery in Wisconsin after approval by the Commissioner of Insurance, except for hypothetical data and other appropriate variable material.
6. If this (form is a consumer insurance policy, the text of the form(s) meet(s) the minimum reading ease score or, if authorized by the commissioner, the score is lower than the minimum required by s. Ins 6.07(4)(a)1., Wis. Adm. Code. Product used to determine the Flesch score:
<http://bluecentauri.com/tools/writer/sample.php>

I understand that the commissioner of insurance will rely on this certification regarding the forms filed, and should it be determined that the policy form(s) does(do) not comply with the applicable laws, regulations, filing requirements and product standards or that this certification is materially false or incorrect, appropriate corrective and disciplinary action, including retroactive disapproval, as authorized by law, may be taken by the commissioner against the company and the officer completing this certification.

(Signature)

Assistant Vice President, Compliance
(Title)

02/28/11
(Date)

Individual responsible for this filing:

Name: John Reutter Title: Sr. Compliance Analyst

Address: 1100 Locust Des Moines, Iowa 50391

Phone Number: 515 508 5388 Date: February 28, 2011

CERTIFICATE OF COMPLIANCE AND READABILITY

I, Michael J. Leyland (name), an officer of Nationwide Affinity Insurance Company of America (company name), hereby certify that I have authority to bind and obligate the company by filing this (these) form(s). I further certify that, to the best of my information, knowledge and belief:

1. The accompanying form(s) as identified by the attached listing comply(ies) with all applicable provisions of the Wisconsin Statutes and with all applicable administrative rules of the Commissioner of Insurance.
2. The form(s) does (do) not contain any inconsistent, ambiguous, or misleading clauses.
3. The form(s) does (do) not contain specification or conditions that unreasonably or deceptively limit the risk purported to be assumed in the general coverage of the policy form(s).
4. The only variations from a form currently on file with the commissioner of insurance and the only unconventional policy provisions are clearly marked or otherwise indicated on pages _____ of the attached form(s) or in an attachment.
5. The attached form(s) is (are) in final printed format or typed facsimile and is (are) as will be offered for issuance or delivery in Wisconsin after approval by the Commissioner of Insurance, except for hypothetical data and other appropriate variable material.
6. If this (form is a consumer insurance policy, the text of the form(s) meet(s) the minimum reading ease score or, if authorized by the commissioner, the score is lower than the minimum required by s. Ins 6.07(4)(a)1., Wis. Adm. Code. Product used to determine the Flesch score:
<http://bluecentauri.com/tools/writer/sample.php>

I understand that the commissioner of insurance will rely on this certification regarding the forms filed, and should it be determined that the policy form(s) does(do) not comply with the applicable laws, regulations, filing requirements and product standards or that this certification is materially false or incorrect, appropriate corrective and disciplinary action, including retroactive disapproval, as authorized by law, may be taken by the commissioner against the company and the officer completing this certification.

(Signature)

Assistant Vice President, Compliance
(Title)

02/28/11
(Date)

Individual responsible for this filing:

Name: John Reutter Title: Sr. Compliance Analyst

Address: 1100 Locust Des Moines, Iowa 50391

Phone Number: 515 508 5388 Date: February 28, 2011



February 28, 2011

Hon. Ted Nickel
Commissioner of Insurance:
Wisconsin Office of the Commissioner of Insurance
Commissioner of Insurance Bureau of Market Reg.
PO BOX 7873
Madison, WI 53707-7873

ATTN: Personal Lines Forms Review

RE: **Nationwide Affinity Insurance Company of America**
NAIC: 140- 26093

Depositors Insurance Company
NAIC: 140-42587

AMCO Insurance Company
NAIC: 140-19100

Nationwide Insurance Company of America
NAIC: 140- 25453

Personal Lines Auto Form Filing
01-48-PUF-019-11

At this time, we would like to place on file the following forms to be used in our Personal Lines Auto program in AMCO Insurance Company, Depositors Insurance Company, Nationwide Insurance Company of America., and Nationwide Affinity Insurance Company of America.

A revised Underinsured Motorists Coverage endorsement AA0428 (04-11), replacing the previously approved AA0428 (11-09). A revised Underinsured Motorists Coverage endorsement AA0428 (04-11) replacing the previously approved AA0428 (11-09).

<u>New Form</u>	<u>Description</u>	<u>Old Form</u>
AA0427 (04-11)	Uninsured Motorists Coverage endorsement	AA0427 (11-09)
AA0428 (04-11-)	Underinsured Motorists Coverage endorsement	AA0428 (11-09)

We request your approval to implement this filing effective on or after May 21, 2011 for New Business and July 14, 2011 Renewals. Please let me know if I can provide any additional information or clarification regarding approval of this filing. I will respond promptly.

Thank you for your time and consideration.

Sincerely,

John Reutter

John Reutter

Senior Compliance Analyst

AMCO Insurance Company

Nationwide Affinity Insurance Company of America

Depositors Insurance Company

Nationwide Insurance Company of America

Nationwide Insurance Company of America

Phone: 800-532-1436 Ext. 5388

Fax: 515-508-5388

Reuttej@Nationwide.com

EXPLANATORY MEMORANDUM

We are broadening and extending coverage for all vehicle parts to be replaced with Original Equipment Manufacturer (OEM) if available, instead of limiting those parts to external sheet metal and plastic parts.

Uninsured Motorist Coverage Endorsements, AA0427 (04-11)

In response to WI A 701 and changes ISO is making to the Personal Auto contract and Uninsured Motorist coverage, changes are being made to our Uninsured Motorist Coverage endorsement.. Under the Insuring Agreement it is clarified that Uninsured Motor vehicle does not include a vehicle that is owned or operated by a self-insurer, except a self-insurer which is or becomes insolvent.

Underinsured Motorist Coverage Endorsements, AA0428 (04-11)

In response to WI A 701 and changes ISO is making to the Personal Auto contract and Underinsured Motorist Coverage, changes are being made to our Uninsured Motorist Coverage endorsement.. Under the Insuring Agreement it is clarified that Underinsured Motor vehicle does include a vehicle that is owned or operated by a self-insurer.