

SERFF Tracking Number: NAFR-125327446 State: Arkansas
Filing Company: National Fire and Indemnity Exchange State Tracking Number: AR-PC-07-026468
Company Tracking Number: ARCPPJKT
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package
Liability
Product Name: CPP Policy Jacket
Project Name/Number: /

Filing at a Glance

Company: National Fire and Indemnity Exchange

Product Name: CPP Policy Jacket SERFF Tr Num: NAFR-125327446 State: Arkansas
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability SERFF Status: Closed State Tr Num: AR-PC-07-026468
Sub-TOI: 05.0003 Commercial Package Co Tr Num: ARCPPJKT State Status: PENDING FEES
Filing Type: Form Co Status: Reviewer(s): Betty Montesi,
Llyweyia Rawlins, Brittany Yielding
Author: Gloria Ransom Disposition Date: 10/18/2007
Date Submitted: 10/17/2007 Disposition Status: Approved
Effective Date Requested (New): 01/01/2008 Effective Date (New): 01/01/2008
Effective Date Requested (Renewal): 01/01/2008 Effective Date (Renewal):
01/01/2008

General Information

Project Name: Status of Filing in Domicile: Pending
Project Number: Domicile Status Comments: We are filing the revised form in all states in which we write, including Missouri, our State of Domicile.
Reference Organization: N/A Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 10/18/2007
State Status Changed: 10/18/2007 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
We are revising the edition date and the last paragraph of page 5 of our CPP Policy Jacket.

Company and Contact

Filing Contact Information

Gloria Ransom, Filing Coordinator ransom@nie.biz

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6030 Bancroft (314) 832-1118 [Phone]
St. Louis, MO 63109 (314) 832-6775[FAX]

Filing Company Information

National Fire and Indemnity Exchange CoCode: 15679 State of Domicile: Missouri
6030 Bancroft Group Code: -99 Company Type: Reciprocal
Exchange
St. Louis, MO 63109 Group Name: State ID Number:
(314) 832-1118 ext. [Phone] FEIN Number: 43-6027380

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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	Llyweyia Rawlins	10/18/2007	10/18/2007

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Disposition

Disposition Date: 10/18/2007

Effective Date (New): 01/01/2008

Effective Date (Renewal): 01/01/2008

Status: Approved

Comment: Approval contingent on receiving filing fee of \$20.00

Per the Arkansas filing fee schedule any corrections (typos, misnumbering, etc. NOT SUBSTANTIVE) to previously filed forms is \$20 fee charge.

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	CPP Policy Jacket	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	CPP Policy Jacket	CPPJKT1-1/1/08 CPPJKT7		Other	Replaced	Replaced Form #:0.00 CPPJKT1- CPPJKT7 (Edition 1/1/06) Previous Filing #:		2008 CPP Jacket.pdf

COMMERCIAL PACKAGE POLICY

NATIONAL FIRE AND INDEMNITY EXCHANGE



**P. O. BOX 39903
St. Louis, MO 63139
1-800-325-9522**

The insurance coverage provided by National Fire and Indemnity Exchange under this policy is subject to the terms of the declarations pages, Commercial Package forms, endorsements (if any), and the terms of this policy jacket including the appointment of attorney-in-fact, and subscribers' agreement.

THIS POLICY IS NON-ASSESSABLE.

**CPPJKT1
(1/1/08 Edition)**

Page 1 of 7

SPECIAL DEFINITIONS AND PROVISIONS - PLAN OF OPERATION:

Wherever the word "policy", "insured", "Company", "premium" and "President" occur herein, it shall be taken and construed to mean "contract", "subscriber", "reciprocal or inter-insurance exchange", "deposit" and "Attorney-in-Fact", respectively.

This is a reciprocal or inter-insurance contract issued under the terms of an appointment of attorney-in-fact by the assured subscriber herein, and which is made a part of this policy. The insured is entitled to the return of unabsorbed premium deposits (savings) as provided in the Subscribers' Agreement.

This policy is non-assessable and the insured's liability is limited to the payment of the premiums as herein provided.

See Subscribers' Agreement - Jacket Pages 4, 5, 6 & 7.

IN WITNESS WHEREOF, the Subscribers at **NATIONAL FIRE AND INDEMNITY EXCHANGE** have caused this policy to be signed by their attorney-in-fact at St. Louis, Missouri and countersigned by a duly authorized representative of the Exchange.

JOHN L. CORLEY, INC.
ATTORNEY-IN-FACT

BY:

A handwritten signature in black ink that reads "Robert Aiken". The signature is written in a cursive, flowing style.

CPPJKT2
(1/1/08 Edition)

**NATIONAL FIRE AND INDEMNITY EXCHANGE
St. Louis, Missouri**

APPOINTMENT OF ATTORNEY-IN-FACT

I desire to be a subscriber of the National Fire and Indemnity Exchange (the "Exchange"), a Missouri reciprocal exchange. A reciprocal exchange provides its subscribers with insurance protection through the exchange by the subscribers of contracts of insurance. The Exchange is operated by a manager, called the Attorney-in-Fact, which is appointed by the subscribers. I hereby appoint John L. Corley, Inc., a Missouri corporation with its principal office in St. Louis, Missouri, as the Attorney-in-Fact of the Exchange. My acceptance of any insurance contract through the Exchange is my unconditional acceptance of John L. Corley, Inc. as the Attorney-in-Fact as fully as if I had signed and acknowledged this instrument. I agree to pay the premium on acceptance of any policy in the amount stated on that policy. I also agree to pay the stated premium every year the policy remains in force. By timely payment of an annual premium, I also accept the terms and conditions of that certain Subscribers' Agreement, as it may from time to time be amended in accordance with its terms, that describes the rights, powers, duties and responsibilities of the subscribers, Exchange and Attorney-in-Fact.

SUBSCRIBERS' AGREEMENT

1. All Authorized Insurance Contracts Are Non-Assessable.

2. Attorney-in-Fact (Attorney) Functions

The Attorney-in-Fact ("Attorney") appointed by the Subscribers is authorized to exchange insurance contracts with other Subscribers. The powers of the Attorney include authority to: Issue Property and Casualty policies on forms filed in this State; Service policies in accordance with the regulations of this State; Process claims and transact all other business in connection with these policies; Represent Subscribers in legal action relating to claims made on these policies; Accept service of process; Appoint the authorized official in this State to receive service of process; Perform all acts and execute all documents in accordance with state law; Present on request, canceled policies to the Advisory Committee for review and revocation by a majority vote; Delegate certain powers to a deputy with approval from the Advisory Committee. These powers may be revoked by giving thirty (30) days written notice. In case the Attorney does not act on these powers, the Advisory Committee may appoint a successor Attorney-in-Fact. Their action must have the affirmative vote of at least 5 Advisory Committee members.

3. Purpose

This Subscribers' Agreement authorizes the Attorney to exchange insurance among Subscribers. The Attorney has no power to make us jointly liable with any other Subscriber. My liability is limited to my annual premium.

4. Termination of Agreement and Dissolution of Exchange

This Subscribers' Agreement is limited to the uses stated here. It may be terminated at any time by me or the Attorney by either giving ten (10) days written notice. The Exchange may be dissolved voluntarily by the following procedure:

The Advisory Committee, by a majority vote, may adopt a resolution recommending dissolution and call a Special Meeting of the Subscribers. The resolution will be voted on by the Subscribers. Notice of the meeting will be given as provided in paragraph 10 below. The Exchange will be dissolved upon approval of the resolution by at least seventy-five percent (75%) of the Subscribers. The Advisory Committee will proceed to wind up the affairs of the Exchange. The Missouri Department of Insurance will supervise all activity related to the dissolution. Sufficient funds for the payment of all claims will be set aside. All remaining funds of the Exchange will be distributed to the Subscribers. The distribution will proceed in accord with State regulation.

5. Reference to Subscriber and Attorney

The personal pronouns referring to the Subscriber and Attorney apply regardless of number or gender. Any person pronoun referring to the Attorney applies regardless of whether the Attorney is a firm, corporation or one of more individuals.

6. Individual Accounts

A separate account is kept by the Attorney for each Subscriber. Each account is open for inspection at any reasonable time.

7. Attorney's Bond

The Attorney will post a bond in the amount fixed by the Advisory Committee. The bond will be paid as an expense of the Advisory Committee.

8. Advisory Committee Duties

The Advisory Committee will consist of eight (8) persons; seven (7) Subscribers and a representative of the Attorney. The Attorney will vote only in case of a tie vote. A majority of the Advisory Committee members will constitute a quorum for the transaction of business. No member of the Advisory Committee, except by his own malfeasance, will incur any individual personal liability. Advisory Committee members are not liable to the Exchange for errors in judgment. The Exchange will insure each Advisory Committee member against loss from any claim. The cost of defense from any action taken against Advisory Committee members will be charged to the Exchange as an Advisory Committee expense.

The Advisory Committee may adopt rules for the conduct of affairs at the Exchange. The Advisory Committee is authorized to pay from the funds of the Exchange the expenses to fulfill its functions. These functions include legal and audit fees; travel expenses; committee fees; stationery; postage and supplies. The Advisory Committee may call Special Meetings of the Subscribers. The Attorney will give the same notice as for Annual Meetings.

The term of each of the Subscriber members of the Advisory Committee shall be three (3) years (unless such member resigns, dies or becomes incapacitated); provided, however, that for the 2008 election, three (3) shall be elected for a one-year term, two (2) shall be elected for a two-year term and two (2) shall be elected for a three-year term. The retiring members of the Advisory Committee serve as a Nominating Committee. The Advisory Committee has the power to fill any vacancies in its membership to serve the remainder of its unexpired term. The Advisory Committee has the right to audit, during usual business hours, the books and records of the Attorney and to make copies of these books.

9. Investment of Reserves

The funds of the Subscribers will be deposited in banks, trust companies or invested in securities in which Missouri insurance companies are authorized to invest. The Advisory Committee, acting jointly with the Attorney, has the power to select an Investment Manager. Deposited funds will be subject to withdrawal on terms set by the Advisory Committee.

10. Subscribers' Meetings

Each Subscriber has one vote on all questions at the Annual Meeting of Subscribers. This meeting will be held annually at a time and place approved by the Advisory Committee. Written notice will be mailed at least ten (10) but not more than sixty (60) days before the date set for each Annual Meeting. A copy will be sent to each Subscriber.

11. Subscribers' Interest in Reserves

The Advisory Committee and the Attorney will charge against the income of the Exchange each year an amount which is adequate to maintain safe, permanent reserves. All savings, after authorized expenses, may be returned annually to Subscribers. The permanent reserves are the property of the Subscribers. No Subscriber has any interest in the reserves once he ceases to be a Subscriber. If the Exchange is dissolved, the permanent reserves remaining after all obligations have been paid, will be distributed to the Subscribers. Each Subscriber will receive the amount determined by the regulations of the Missouri Department of Insurance at the time of dissolution.

12. Attorney Income

The Attorney will pay out of its authorized compensation all expenses incident to the exchange of contracts. Fees paid by the Exchange include license fees; taxes; audit; legal and Advisory Committee expenses; claim adjustment expenses; expenses or fees mandated by individual states; National Association of Insurance Commissioners or Federal Insurance Administration fees' rating bureaus for services and the Exchange's statistical response; underwriting reports; surveys; audit expenses and advertising expense for which the Advisory Committee declares an annual budget. The Attorney will purchase the necessary books, supplies records and equipment which will remain the property of the Attorney. The Attorney is authorized to deduct twenty-five percent (25%) of all premium written by the Exchange as compensation for its service.

13. Distributions

All savings resulting from the operation of the Exchange (calculated net of appropriate reserves and provisions of losses, taxes and all other liabilities) are available for:

1. Declaration as policyholder dividends, or
2. Credits to individual Subscriber Savings Accounts, or
3. Retention by the Exchange as an increase to other unassigned policyholder surplus.

In the absence of any regulatory restrictions to the contrary, allocations between and within these three (3) categories may be made on any equitable basis at such times and in such manner as the Advisory Committee shall determine in its sole discretion.

14. Subscriber Savings Accounts (SSA's)

All distributions of SSA balances must be approved in advance by the Missouri Department of Insurance ("MDI"). Amounts credited to individual SSA's could be temporarily frozen by MDI in anticipation of potential deficits or liabilities or permanently used up in satisfaction of deficits or liabilities of the Exchange. In other words, there is no guarantee that amounts credited to individual Subscriber Savings Accounts will ever be distributed to the Subscribers.

Unless MDI withholds their approval, Subscribers who leave the Exchange will receive the full amount that is in their SSA at the date on which they cease to be a Subscriber. Distribution of that amount will be made no later than March 16th of the following calendar year.

15. Amendment

The Subscribers' Agreement may be amended by the Attorney sending written notice of the amendment, which was mutually agreed upon by the Attorney and by the Advisory Committee by 5 votes at a meeting called for such purpose. The amendment shall be effective thirty (30) days after the date of the notice unless the notice provides for a different effective date. In the event a Subscriber elects not to accept the terms set forth in an amendment to this Subscribers' Agreement, the Subscriber shall have the right to terminate this Subscribers' Agreement in accordance with the terms hereof and receive any amount he is otherwise entitled to as set forth herein.

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Liability
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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 10/18/2007

Comments:

Attachment:

AR Transmittal.pdf

Property & Casualty Transmittal Document

Reset Form

1. Reserved for Insurance Dept. Use Only

2. Insurance Department Use only

a. Date the filing is received:

b. Analyst:

c. Disposition:

d. Date of disposition of the filing:

e. Effective date of filing:

New Business	
Renewal Business	

f. State Filing #:

g. SERFF Filing #:

h. Subject Codes

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
National Fire and Indemnity Exchange	MO	15679	43-6027380	

5. Company Tracking Number	ARCPPJKT
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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
Gloria Ransom 6030 Bancroft Avenue St. Louis, MO 63109	Filing Coordinator	800-325-9522	314-832-6775	ransom@nie.biz

7. Signature of authorized filer	 Gloria Ransom	<small>Digitally signed by Gloria Ransom DN: cn=Gloria Ransom, o=NIE, c=US Date: 2007.10.17 15:10:00 -0500</small>
8. Please print name of authorized filer	Gloria Ransom	

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

9. Type of Insurance (TOI)	05.0 CMP Liability and Non-Liability
10. Sub-Type of Insurance (Sub-TOI)	05.0003 Commercial Package
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	Policy Jacket
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 1/1/08 Renewal: 1/1/08
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	10/17/08
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

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

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

We wish to revise our CPP Policy Jacket. The only changes are the edition date and the last paragraph on page 5.

[View Complete Filing Description](#)

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 #:
Amount:

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

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

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	ARCPPJKT
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2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	CPPJKT	CPPJKT1-CPPJKT7 (1/1/08 Edition)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CPPJKT1-CP PJKT7 (1/1/06 Edition)	
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1