

SERFF Tracking Number: CTRP-125324603 State: Arkansas
 Filing Company: Caterpillar Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: AR CLIP 08-1F
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability
 Product Name: Contractual Liability Insurance Policy
 Project Name/Number: Revised CLIP program filing/CLIP 08-1F-IRR

Filing at a Glance

Company: Caterpillar Insurance Company

Product Name: Contractual Liability Insurance Policy SERFF Tr Num: CTRP-125324603 State: Arkansas

TOI: 17.0 Other Liability - Claims Made/Occurrence SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 17.0004 Contractual Liability Co Tr Num: AR CLIP 08-1F State Status: Fees verified and received

Filing Type: Form Co Status: Pending State Review Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Authors: Robin Claire, Darrell Hicks, Donna J Kelly Disposition Date: 11/18/2007

Date Submitted: 11/02/2007 Disposition Status: Approved

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

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

General Information

Project Name: Revised CLIP program filing

Project Number: CLIP 08-1F-1RR

Status of Filing in Domicile: Pending

Domicile Status Comments: Awaiting approval.

The filing was submitted on October 23, 2007

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 11/18/2007

State Status Changed: 11/18/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We are submitting revised form Arkansas Changes – AREND 010108 CLIP to replace form Arkansas Changes – AREND 120106 CLIP approved effective 12-01-06 in filing reference AR CLIP 06-2F, along with a marked up copy showing the changes. The form has been revised to make various formatting and spelling corrections, to remove the Caterpillar Insurance logo descriptor, to add the name “Caterpillar Insurance Company”, if not already shown on the form, and to add ISO Copyright language as required by contract. These revisions neither change coverage nor do they have a rate impact.

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The requested effective date is January 1, 2008 or upon your approval.

Company and Contact

Filing Contact Information

Robin Claire, Sr. Regulatory Compliance Analyst
 PO Box 331637
 Nashville, TN 37203
 robin.claire@cat.com
 (615) 341-8132 [Phone]
 (615) 341-8132[FAX]

Filing Company Information

Caterpillar Insurance Company
 2120 West End Avenue
 Nashville, TN 37203
 (615) 341-8100 ext. [Phone]
 CoCode: 11255
 Group Code: 3569
 Group Name: Caterpillar Group
 FEIN Number: 43-0793666
 State of Domicile: Missouri
 Company Type: Property & Casualty
 State ID Number: 984

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50 per form filing
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Caterpillar Insurance Company	\$50.00	11/02/2007	16454884

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	11/18/2007	11/18/2007

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Disposition

Disposition Date: 11/18/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

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	Arkansas Changes	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Arkansas Changes	AREND 010108 CLIP	01/2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:47.30 AREND 120106 CLIP Previous Filing #: AR CLIP 06-2F		AREND 010108 CLIP - Arkansas Changes.pdf AREND 120106 CLIP - Compared to AREND 010108.pdf

CATERPILLAR INSURANCE COMPANY

Arkansas Changes

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Contractual Liability Insurance Policy

Section **IX. CANCELLATION OR CHANGE** is deleted in its entirety and replaced by the following:

IX. CANCELLATION OR CHANGE

A. CANCELLATION

1. The first **Named Insured** shown in the Declarations may cancel this policy by mailing or delivering to the Company advance written notice of cancellation.
2. The Company may cancel this policy by mailing or delivering to the first **Named Insured** written notice of cancellation at least:
 - a. 15 days before the effective date of cancellation if the Company cancels for nonpayment of premium or
 - b. 90 days before the effective date of cancellation if the Company cancels for any other reason.
3. The Company will mail or deliver notice to the first **Named Insured's** last mailing address known to the Company.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5.
 - a. If this policy is canceled, the Company will send the first **Named Insured** any premium refund due.
 - b. The Company will refund the pro rata unearned premium if the policy is:
 - (1) Canceled by the Company or at the Company's request;
 - (2) Canceled but rewritten with the Company or in the Company group;
 - (3) Canceled because the **Named Insured** no longer has an insurable interest in the property or business operation that is the subject of this insurance; or
 - (4) Canceled after the first year of a prepaid policy that was written for a term of more than one year.

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- c. If the policy is canceled at the request of the first **Named Insured**, other than a cancellation described in **b.(2), (3) or (4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
 - d. The cancellation will be effective even if the Company has not made or offered a refund.
 6. If notice is mailed, proof of mailing will be sufficient proof of notice.
 7. Cancellation of policies in effect more than 60 days.
 - a. If this policy has been in effect more than 60 days or is a renewal policy, the Company may cancel only for one or more of the following reasons:
 - (1) **Nonpayment of premium;**
 - (2) Fraud or material misrepresentation made by the **Named insured** or with the **Named Insured's** knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy.
 - (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
 - (4) Violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
 - (5) Nonpayment of membership dues in those cases where our by-laws, agreements, or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
 - (6) A material violation of a material provision of the policy.
 - b. Subject to paragraph **7.a.** above, if the Company cancels for:
 - (1) **Nonpayment of premium**, the Company will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first **Named Insured** and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.
 - (2) Any other reason, the Company will mail or deliver notice of cancellation to the first **Named Insured** and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.
 8. A copy of such written notice shall be mailed to the applicable state insurance department at least fifteen (15) days prior to the effective date of termination.

SECTION XV. RECOVERIES is amended by adding the following language:

We will be entitled to recovery only after the insured has been fully compensated for the loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.

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The following Condition is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations written notice of nonrenewal at least 60 days before:
 - a. Its expiration date; or
 - b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to your failure to pay any premium required for renewal.

2. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

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TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0004 Contractual Liability*
Product Name: *Contractual Liability Insurance Policy*
Project Name/Number: *Revised CLIP program filing/CLIP 08-1F-IRR*

Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 11/18/2007

Comments:

Attachment:

P&C transmittal doc.pdf

Property & Casualty Transmittal Document

<p>1. Reserved for Insurance Dept. Use Only</p>	<p>2. Insurance Department Use only</p> <p>a. Date the filing is received:</p> <p>b. Analyst:</p> <p>c. Disposition:</p> <p>d. Date of disposition of the filing:</p> <p>e. Effective date of filing:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;">New Business</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Renewal Business</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table> <p>f. State Filing #:</p> <p>g. SERFF Filing #:</p> <p>h. Subject Codes</p>	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

5. Company Tracking Number	
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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

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

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

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

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

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

22. Filing Fees (Filer must provide check # and fee amount if applicable)
[If a state requires you to show how you calculated your filing fees, place that calculation below]

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.)

PC TD-1 pg 2 of 2

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 #	
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
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

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	
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Rate Increase
 Rate Decrease
 Rate Neutral (0%)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	
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4a.	Rate Change by Company (As Proposed)						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

4b.	Rate Change by Company (As Accepted) For State Use Only						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

5. Overall Rate Information (Complete for Multiple Company Filings only)			
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		COMPANY USE	STATE USE
5a	Overall percentage rate indication (when applicable)		
5b	Overall percentage rate impact for this filing		
5c	Effect of Rate Filing – Written premium change for this program		
5d	Effect of Rate Filing – Number of policyholders affected		

6.	Overall percentage of last rate revision	
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7.	Effective Date of last rate revision	
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8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	
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9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
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	