

SERFF Tracking Number: FINS-125360767 State: Arkansas
Filing Company: Founders Insurance Company State Tracking Number: #136683 \$50
Company Tracking Number: 07-ARGL-1
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Commercial General Liability
Project Name/Number: Arkansas Commercial General Liability Program /07-ARGL-1

Filing at a Glance

Company: Founders Insurance Company
Product Name: Commercial General Liability SERFF Tr Num: FINS-125360767 State: Arkansas
TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: #136683 \$50
Made/Occurrence
Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: 07-ARGL-1 State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Disposition Date: 11/29/2007
Authors: Alexander Arezina, Lisa Burks
Date Submitted: 11/20/2007 Disposition Status: Approved
Effective Date Requested (New): 12/20/2007 Effective Date (New):
Effective Date Requested (Renewal): 12/20/2007 Effective Date (Renewal):
State Filing Description:

General Information

Project Name: Arkansas Commercial General Liability Program Status of Filing in Domicile:
Project Number: 07-ARGL-1 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 11/29/2007 Deemer Date:
State Status Changed: 11/29/2007
Corresponding Filing Tracking Number:
Filing Description:
Founders Insurance Company respectfully files two new endorsements and one endorsement which replaces a previously filed endorsement for use with its approved Commercial General Liability Coverage Form, CG 00 01 10 01. Arkansas CGL Mandatory Endorsement - Additional Exclusions, Form AR-CGL01 (12/07) supersedes previously filed Form AR-CGL01 (02/07), which was approved by the Department on February 16, 2007. Form AR-CGL01 (12/07) amends Form AR-CGL01 (02/07) by deleting the assault and/or battery exclusion. The two new endorsements being

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filed are: Arkansas CGL Endorsement - Assault And/Or Battery Exclusion, Form AR-CGL02 (12/07); Arkansas CGL Endorsement - Assault And/Or Battery Exclusion With Sublimit, Form AR-CGL03 (12/07). These forms are being added to support a buyback of assault and/or battery coverage.

Founders will mail a check made payable to "State Insurance Department Trust Fund" in the amount of \$50 to cover the form filing fee.

Company and Contact

Filing Contact Information

Lisa Burks, Staff Attorney
1645 East Birchwood Avenue
Des Plaines, IL 60018
lburks@foundersinsurance.com
(847) 795-3755 [Phone]

Filing Company Information

Founders Insurance Company
1645 East Birchwood Avenue
Des Plaines, IL 60018
(847) 768-0040 ext. [Phone]

CoCode: 14249 State of Domicile: Illinois
Group Code: 178 Company Type: P&C
Group Name: Founders Insurance State ID Number:
Group
FEIN Number: 36-2748795

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: The fee for form filings is \$50 per submission.
Per Company: No

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	11/29/2007	11/29/2007

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Disposition

Disposition Date: 11/29/2007

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 CGL Mandatory Endorsement - Additional Exclusions	Approved	Yes
Form	Arkansas CGL Endorsement - Assault And/Or Battery Exclusion	Approved	Yes
Form	Arkansas CGL Endorsement - Assault And/Or Battery Exclusion With Sublimit	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 CGL Mandatory Endorsement - Additional Exclusions	AR-CGL01	12/07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 AR-CGL01 (02/07) Previous Filing #: 07-ARLLCGL-1	0.00	AR CGL Mandatory Exclusions and Provisions Endorsement.pdf
Approved	Arkansas CGL Endorsement - Assault And/Or Battery Exclusion	AR-CGL02	12/07	Endorsement/Amendment/Conditions New		0.00	AR CGL Assault and Battery Exclusion.pdf
Approved	Arkansas CGL Endorsement - Assault And/Or Battery Exclusion With Sublimit	AR-CGL03	12/07	Endorsement/Amendment/Conditions New		0.00	AR CGL Assault and Battery Exclusion with sublimit.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CGL MANDATORY ENDORSEMENT – ADDITIONAL EXCLUSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusions are added to paragraph 2. **Exclusions** of **SECTION I -- COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and paragraph 2. **Exclusions** of **SECTION I -- COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to:

1. Punitive and Exemplary Damages, Fines, Penalties and Multiplication of Damages

Punitive damages, exemplary damages, fines, penalties, treble damages or other increase in damages resulting from the multiplication of compensatory damages, in whatever form assessed. If a "suit" is brought against the insured seeking damages to which this insurance applies and punitive or exemplary damages, we will provide a defense to such "suit". However, we will have no obligation to pay for any costs, interest, or judgment attributable to punitive or exemplary damages. Provisions of this exclusion do not apply in any state where such exclusion is expressly prohibited by state law or insurance department regulation.

2. Professional Services

"Bodily injury", "property damage", or "personal and advertising injury" due to the rendering of or failure to render any professional service.

3. Asbestos

- (a) "Bodily injury", "property damage", or "personal and advertising injury" arising out of, or which would not have occurred in whole or in part but for:
 - (1) Inhaling, ingesting or prolonged physical exposure to asbestos in any form, or goods or products containing asbestos in any form, at any time, anywhere, in any way;
 - (2) The use of asbestos in any form in construction, or in the manufacturing of any goods, products, or man-made structures, objects or features;
 - (3) The removal of asbestos in any form from goods, products or man-made structures, objects or features; or
 - (4) The manufacture, transportation, storage, service, installation, use, sale, mining, distribution or disposal of asbestos in any form, or goods or products containing asbestos in any form.
- (b) Any loss, cost, expense, fines or penalties related to or arising out of any of the above, including but not limited to:
 - (1) The investigation of any claim or defense of any "suit" for injury or damage;
 - (2) Any request or demand, including but not limited to an order or statutory or regulatory requirement issued or made pursuant to any environmental protection or environmental liability statutes or regulations, that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or

neutralize, or in any way respond to, or assess the effects of asbestos in any form; or

- (3) Any claim or "suit", including but not limited to those by or on behalf of a governmental authority, for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of asbestos in any form.

4. Lead

- (a) "Bodily injury", "property damage", or "personal and advertising injury" arising out of, or which would not have occurred in whole or in part but for:
 - (1) The actual, alleged or threatened ingestion, inhalation, consumption, absorption, discharge, dispersal, seepage, migration, release or escape of lead in any form, at any time, anywhere, in any way;
 - (2) The use of lead in any form, or products containing lead or the residue of lead, in construction or manufacturing of any goods, products or man-made structures, objects or features;
 - (3) The removal of lead in any form from any goods, products or man-made structures, objects or features; or
 - (4) The manufacture, transportation, storage, service, installation, use, sale, mining, distribution or disposal of lead in any form, or goods, products or man-made structures, objects or features containing lead or the residue of lead.
- (b) Any loss, cost, expense, fines or penalties related to or arising out of any of the above, including but not limited to:
 - (1) The investigation of any claim or defense of any "suit" for injury or damage;
 - (2) Any request or demand, including but not limited to an order or statutory or regulatory requirement issued or made pursuant to any environmental protection or environmental liability statutes or regulations, that any insured or others test for, monitor, clean up, remedy, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead in any form; or
 - (3) Any claim or "suit", including but not limited to those by or on behalf of a governmental authority, for damages because of testing for, monitoring, cleaning up, remedying, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead in any form.

5. Elevator

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the ownership, maintenance, operation or use of any elevator and/or vaulted elevator maintained on the premises shown in the Declarations.

6. Animal

"Bodily injury", "property damage", or "personal and advertising injury" sustained by any party, caused by any animal kept, owned, maintained, housed and/or upon the premises shown in the Declarations.

7. Communicable Disease

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the transmission of or exposure to any communicable disease. Communicable disease means an infectious disease transmissible from person to person by either direct or indirect contact with an affected person or that person's discharges, including but not limited to AIDS.

8. Mechanical Riding Device

"Bodily injury", "property damage", or "personal and advertising injury" arising out of:

- (a) The operation or use in any manner whatsoever of a mechanical riding device, including but not limited to, a mechanical bull, horse, steer, cattle or any similar device intended for human use whether functioning or not; or
- (b) The negligent ownership, operation, repair, supervision or instruction in any manner whatsoever of a mechanical riding device, including but not limited to, a mechanical bull, horse, steer, cattle or any similar device intended for human use whether functioning or not.

9. Classification Limitation

"Bodily injury", "property damage", or "personal and advertising injury" for operations which are not classified or shown in the Declarations, in any endorsements attached to the policy or in any supplements thereof.

10. Independent Contractors' Employees or Leased Workers

"Bodily injury", "property damage", or "personal and advertising injury" to:

- (a) Any "employee" or "leased worker" of independent contractors arising out of operations performed for you by said independent contractors or your acts or omissions in connection with general supervision of such operations if you have rejected the obligations of any workers' compensation or any similar law, or abrogated, waived or otherwise set aside common rights or defenses generally accorded any employer under any workers' compensation, disability benefits or unemployment compensation law or any similar law; or
- (b) The spouse, child, parents, brother or sister of that "employee" or "leased worker" as a consequence of subparagraph 10.(a) above.

11. Radon Gas

- (a) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the presence of, exposure to, ingestion or inhalation of, emission of or release of radon gas;
- (b) Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of radon gas; or
- (c) Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of radon gas.

12. Liquor Liability

"Bodily injury", "property damage", or "personal and advertising injury" for which the insured or any indemnitee(s) may be held liable or negligent:

- (a) as a person or organization engaged in the business of manufacturing, distributing, selling, furnishing, or serving alcoholic beverages; or

- (b) if not so engaged, as an owner or lessor of premises used for such purposes:
- (1) by, or because of the violation of any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverages; or
 - (2) by reason of the selling, serving or giving of any alcoholic beverages to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person.

This exclusion applies even if the claims against any insured or indemnitee allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured or indemnitee.

This exclusion applies in addition to any similar exclusion in the policy and regardless of whether the insured or the insured's indemnitee is in the business of making a profit from selling or serving such alcoholic beverages and we shall have no obligation to defend any loss excluded hereunder against the insured or the insured's indemnitee seeking damages by reason of such "bodily injury", "property damage", or "personal and advertising injury", even if any of the allegations of "suit" are groundless, false or fraudulent.

AR-CGL01 (12/07)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ARKANSAS CGL ENDORSEMENT – ASSAULT AND/OR BATTERY
EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusions are added to paragraph 2. **Exclusions of SECTION I -- COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and paragraph 2. **Exclusions of SECTION I -- COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:**

This insurance does not apply to:

1. Assault and/or Battery/Negligent Hiring

"Bodily injury", "property damage", or "personal and advertising injury" arising from:

- (a) assault and/or battery committed by any insured, any "employee" of an insured, or any other person;
- (b) The failure to suppress or prevent assault and/or battery by any person in subparagraph 1.(a) above;
- (c) The selling, serving or furnishing of alcoholic beverages which result in an assault and/or battery; or
- (d) The negligent:
 - (1) Employment;
 - (2) Investigation;
 - (3) Supervision;
 - (4) Reporting to the proper authorities, or failure to so report; or
 - (5) Retention

of or by a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by subparagraphs 1.(a) through 1.(c) above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ARKANSAS CGL ENDORSEMENT – ASSAULT AND/OR BATTERY
EXCLUSION WITH SUBLIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusions are added to paragraph 2. **Exclusions of SECTION I -- COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and paragraph 2. **Exclusions of SECTION I -- COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:**

This insurance does not apply to:

1. Assault and/or Battery/Negligent Hiring (Sublimit for BI/PD)

"Bodily injury", "property damage", or "personal and advertising injury" arising from:

- (a) assault and/or battery committed by any insured, any "employee" of an insured, or any other person;
- (b) The failure to suppress or prevent assault and/or battery by any person in subparagraph 1.(a) above; or
- (c) The negligent:
 - (1) Employment;
 - (2) Investigation;
 - (3) Supervision;
 - (4) Reporting to the proper authorities, or failure to so report; or
 - (5) Retention

of or by a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by subparagraphs 1.(a) or 1.(b) above;

except that notwithstanding anything herein to the contrary, this policy shall provide coverage for "bodily injury" or "property damage" otherwise excluded under this endorsement up to the single limit set forth in the Declarations on the line on which this endorsement is listed, subject to the General Aggregate Limit described in **SECTION III – LIMITS OF INSURANCE** and set forth in the Declarations. The single limit set forth in the Declarations for this endorsement is a per occurrence combined single limit and is also the Company's annual aggregate limit of liability for all "bodily injury" and "property damage" otherwise excluded under this endorsement.

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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 11/29/2007

Comments:

Attachment:

AR CGL Form Transmittal.pdf

Property & Casualty Transmittal Document

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: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	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