

SERFF Tracking Number: AMMH-125371262 State: Arkansas  
Filing Company: American Modern Home Insurance Company State Tracking Number: EFT 150  
Company Tracking Number: 20071128-02  
TOI: 24.0 Surety Sub-TOI: 24.0000 Surety  
Product Name: 077 AR Surety Bond  
Project Name/Number: 077 AR Surety Bond-Form/20071128-02

## Filing at a Glance

Company: American Modern Home Insurance Company

Product Name: 077 AR Surety Bond

SERFF Tr Num: AMMH-125371262 State: Arkansas

TOI: 24.0 Surety

SERFF Status: Closed

State Tr Num: EFT 150

Sub-TOI: 24.0000 Surety

Co Tr Num: 20071128-02

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding

Author: Krista Mahaffey

Disposition Date: 12/03/2007

Date Submitted: 11/29/2007

Disposition Status: Filed

Effective Date Requested (New): On Approval

Effective Date (New): 12/03/2007

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: 077 AR Surety Bond-Form

Status of Filing in Domicile:

Project Number: 20071128-02

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 12/03/2007

State Status Changed: 12/03/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Enclosed you will find American Modern Home Insurance Company's initial filing packet for our Landlord Surety Bond Program. I have enclosed an explanatory memorandum with a full description of this program.

## Company and Contact

### Filing Contact Information

Krista Mahaffey, Filing Analyst

kmahaffey@amig.com

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7000 Midland Blvd (800) 759-9008 [Phone]  
Amelia, OH 45102 (513) 947-4695[FAX]

**Filing Company Information**

American Modern Home Insurance Company CoCode: 23469 State of Domicile: Ohio  
7000 Midland Blvd. Group Code: 127 Company Type:  
Amelia, OH 45102 Group Name: State ID Number:  
(800) 759-9008 ext. [Phone] FEIN Number: 31-0715697  
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## Filing Fees

Fee Required? Yes  
Fee Amount: \$150.00  
Retaliatory? No  
Fee Explanation: \$50 form; \$100 rate=\$150  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Modern Home Insurance Company	\$150.00	11/29/2007	16872969

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Filed	Llyweyia Rawlins	12/03/2007	12/03/2007

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## Disposition

Disposition Date: 12/03/2007

Effective Date (New): 12/03/2007

Effective Date (Renewal):

Status: Filed

Comment:

This line is exempt from filing rates in compliance with ACA 23-67-206 which states that P&C insurance for commercial risks, excluding workers' compensation, employers' liability and professional liability insurance, including but not limited to, medical malpractice insurance, are exempted from the rate filing and review requirements.

This line is exempt from filing forms in compliance with ACA 23-79-109(a)(1)(A) which states that Surety bonds are exempt from filing requirements.

Rate data does NOT apply to filing.

SERFF Tracking Number: AMMH-125371262 State: Arkansas  
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 Product Name: 077 AR Surety Bond  
 Project Name/Number: 077 AR Surety Bond-Form/20071128-02

<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Filed	Yes
<b>Supporting Document</b>	Cover Letter	Filed	Yes
<b>Supporting Document</b>	Explanatory Memorandum	Filed	Yes
<b>Form</b>	Landlord's Blanket Bond for Enrolled Residents	Filed	Yes
<b>Form</b>	Landlord's Blanket Bond Enrollment Form	Filed	Yes
<b>Rate</b>	Rate/Rule Filing	Filed	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Filed	Landlord's Blanket Bond for Enrolled Residents	SURLB	06/07	Bond	New		0.00	Surety Bond Form SURLB 0607 copyrighted.pdf
Filed	Landlord's Blanket Bond Enrollment Form	SUREF	06/07	Application/Binder/Enrollment	New		0.00	Resident Enrollment Form SUREF 0607 copyrighted.pdf

**AMERICAN MODERN HOME INSURANCE COMPANY**  
**LANDLORD'S BLANKET BOND FOR ENROLLED RESIDENTS**

Bond No. \_\_\_\_\_

**WHEREAS**, \_\_\_\_\_, located at \_\_\_\_\_ (“Landlord”) enters into residential leases with residents, whereunder the residents are required to provide to Landlord security deposits and are required to fulfill his/her covenants to pay rent to Landlord.

**WHEREAS**, for economic and administrative reasons, Landlord wishes to obtain a good and faithful surety bond that will guarantee payment of the residents’ security deposits and his/her covenants to pay rent to Landlord.

**WHEREAS**, for economic reasons, certain residents of Landlord wish to provide a surety bond in lieu of the security deposits required by Landlord under their leases with Landlord.

**WHEREAS**, American Modern Home Insurance Company (“Surety”) has agreed to provide the bond on behalf of certain residents, as principals, and sought by Landlord, as obligee, as more fully set forth herein.

**WHEREAS**, the following definitions apply to this bond:

1. Landlord’s Blanket Bond: This bond issued by Surety for the benefit of Landlord, and on behalf of the Enrolled Residents, as defined herein.

2. Landlord’s Blanket Bond Penal Sum: The penal sum of this Landlord’s Blanket Bond (“Landlord’s Blanket Bond Penal Sum”) varies depending upon the specific Enrolled Resident, as that term is defined herein, and is, and shall not exceed, the Guaranty Amount set forth in that specific Enrolled Resident’s Landlord’s Blanket Bond Enrollment Form, but in no event shall Surety’s aggregate liability under this bond exceed sixty percent (60%) of the total amount of Guaranty Premium, as defined herein, paid to Surety by all Enrolled Residents (the remaining forty percent (40%) of the total Guaranty Premium paid by the Enrolled Residents to Surety is not to be considered in calculating the Landlord’s Blanket Bond Penal Sum). The determination of the sixty percent (60%) of paid Guaranty Premium limitation component of the Landlord’s Blanket Bond Penal Sum shall be calculated on a monthly basis (that is, as of the first business day of each month) for each year this bond is in force and effect in accordance with the following procedure:

a. Within seven (7) business days of the end of a monthly period, Landlord shall provide a written list of its Residents to Surety, or its appointed designee, at the address set forth in the Notices section of this bond (“Landlord’s Monthly List”).

b. Within seven (7) business days of its receipt of Landlord’s Monthly List, Surety, or its appointed designee, shall provide to Landlord at the address set forth in the Notices section of this bond a written list of residents who are Enrolled Residents (“Surety’s Monthly List”).

- c. Within seven (7) business days of Surety's receipt of Landlord's Monthly List, Surety, or its appointed designee, shall advise Landlord in writing: (1) the total amount of Guaranty Premium Surety has been paid from the date of the delivery of this bond to date; and (2) the amounts constituting the sixty percent / forty percent (60%/40%) split of the Guaranty Premium, including the calculations thereof.
3. Covered Losses: Notwithstanding any other obligation of the Enrolled Resident to Landlord under his/her lease, Surety's liability under this Landlord's Blanket Bond for each specific Enrolled Resident is limited to the following (collectively, "Covered Loss" or "Covered Losses"): (1) a specific Enrolled Resident's failure to fulfill his/her covenants to pay rent under his/her lease with Landlord; and (2) restoration expenses necessary to clean or restore the rented premises as required under a specific Enrolled Resident's lease with Landlord upon him/her vacating the rented premises; and (3) damages to the rented premises other than "normal wear and tear" caused by a specific Enrolled Resident. For purposes of this bond, "normal wear and tear" is defined to be: a) as defined in the Enrolled Resident's lease with Landlord; or b) as defined under applicable law. In the absence of either a) or b), above, the term "normal wear and tear" is defined as follows: "deterioration that results from the intended use of a dwelling, including breakage or malfunction due to age or deteriorated condition, but the term does not include deterioration that results from negligence, carelessness, accident, or abuse of the premises, equipment or chattels by the Enrolled Resident, by a member of the Enrolled Resident's household, or by a guest or invitee of the Enrolled Resident."
4. Enrolled Resident: A person who has entered into a written residential lease agreement with Landlord who has agreed to become a principal under this Landlord's Blanket Bond in lieu of providing Landlord with a security deposit required under the terms of his/her lease with Landlord, as reflected in his/her Landlord's Blanket Bond Enrollment Form.
5. Guaranty Amount: The total amount of money that Surety has agreed, subject to the conditions set forth in this Landlord's Blanket Bond, to potentially pay on behalf of each specific Enrolled Resident, which amount is stated in his/her Landlord's Blanket Bond Enrollment Form.
6. Guaranty Premium: The amount of money paid by a Resident to Surety, or its appointed designee, stated in his/her Landlord's Blanket Bond Enrollment Form, whereby the Resident becomes an Enrolled Resident under the Program, as that term is defined herein. The amount of the Guaranty Premium to be paid by a Resident to Surety, or its appointed designee, to become an Enrolled Resident shall be determined solely by Surety. Each Enrolled Resident shall be responsible for paying his/her Guaranty Premium to Surety, or its appointed designee.
7. Program: The arrangement between Surety and Landlord memorialized by this Landlord's Blanket Bond, whereby Surety has issued this bond for the benefit of Landlord, as obligee, on behalf of the Enrolled Residents, as principals, with regard to the Covered Losses.

**WHEREFORE, KNOW ALL MEN BY THESE PRESENTS**, that each of the Enrolled Residents, as principals, and Surety, as surety, are held and firmly bound unto Landlord, as obligee, in the amount of the Landlord's Blanket Bond Penal Sum, as defined herein, for the payment of which sum, well and truly to be made, we bind ourselves, our personal representatives, successors and assigns, jointly and severally by these presents.

**NOW, THEREFORE**, the condition of this obligation under this Landlord's Blanket Bond is such that if each of the Enrolled Residents shall well and truly perform his/her obligations according to the terms of his/her lease with Landlord to provide security to Landlord and to fulfill the covenants under his/her lease with Landlord to pay rent to Landlord, then this obligation shall be void; otherwise it shall remain in full force and effect.

Any and all of the sums payable under this Landlord's Blanket Bond (that is, the Landlord's Blanket Bond Penal Sum) may be drawn down at any time and from time to time from and after the date of the delivery of this bond by Landlord in accordance with the following procedure:

In order for Landlord to recover under this Landlord's Blanket Bond for a Covered Loss, Landlord shall provide to Surety, or its appointed designee, as specified in the Notices section of this bond the following information:

a. For an Enrolled Resident's failure to fulfill his/her covenants to pay rent under his/her lease with Landlord, Landlord shall provide Surety, or its appointed designee, with a copy of the Enrolled Resident's lease and an accounting of rent payments made and rent payments owed by the Enrolled Resident that is sworn under penalty of perjury by an officer or director of Landlord within sixty (60) days of the Enrolled Resident's failure to fulfill his/her covenant to pay rent;

b. For restoration expenses necessary to clean or restore the rented premises as required under an Enrolled Resident's lease with Landlord upon him/her vacating the rented premises, Landlord shall provide to Surety, or its appointed designee, a copy of color photographs of the area requiring cleaning/restoring, copies of any invoices reflecting cleaning/restoring costs incurred by Landlord (if any) and a written statement describing the necessary cleaning/restoration work, the reasons for the Enrolled Resident's liability therefore, and a detailed itemization of the amount of the cleaning/restoration work performed sworn under penalty of perjury by an officer or director of Landlord within sixty (60) days of the date on which Landlord first became aware of the need for such work.

c. For an Enrolled Resident's damages to the premises other than "normal wear and tear," as that term is defined herein, Landlord shall provide to Surety, or its appointed designee, a copy of color photographs of the damaged area, copies of any invoices reflecting repair and restoration costs incurred by Landlord associated with the damages (if any) and a written statement describing the damage, the reasons for the Enrolled Resident's liability therefore, and a detailed itemization of the amount of the damages sworn under penalty of perjury by an officer or director of Landlord within sixty (60) days of the date on which Landlord first became aware of the damage.

d. Upon its receipt of the information specified above, Surety, or its appointed designee, shall resolve all such claims made by Landlord within a reasonable amount of time.

Payments made by Surety on behalf of an Enrolled Resident to resolve a Covered Loss shall be credited against the amount of the Surety's Guaranty Amount for the specific Enrolled Resident on whose behalf Surety made the payment to Landlord, and shall reduce the amount of the Guaranty Amount for that Enrolled Resident by a corresponding amount.

**SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:**

1. Surety's liability under this Landlord's Blanket Bond is further limited by the following:

a. In no event shall Surety's liability under this Landlord's Blanket Bond include any loss of any kind incurred by Landlord relating in any way to a Resident who is not an Enrolled Resident.

b. In no event shall Surety's liability under this Landlord's Blanket Bond include any loss incurred by Landlord associated in any way with an Enrolled Resident other than a Covered Loss.

c. In no event shall the Guaranty Amount for one Enrolled Resident be used to calculate/determine the Landlord's Blanket Bond Penal Sum under this Landlord's Blanket Bond for a different Enrolled Resident.

d. In no event shall Surety's liability under this Landlord's Blanket Bond include any attorneys' fees, costs or other legal expenses incurred by Landlord.

e. No right of action shall accrue on this Landlord's Blanket Bond to or for the benefit of any person other than Landlord.

2. Period Of Liability Of Surety Under This Landlord's Blanket Bond

An Enrolled Resident is covered for Covered Losses under this Landlord's Blanket Bond for as long as the Enrolled Resident remains an Enrolled Resident or until the Enrolled Resident, Landlord or Surety withdraws from the Program, in accordance with the procedures set forth below, whichever occurs first.

3. Termination Of Surety's Liability Under This Landlord's Blanket Bond:

a. Enrolled Resident

An Enrolled Resident can elect at any time to withdraw from the Program. Upon his or her withdraw from the Program, the Resident must comply with whatever security deposit provisions exist under his/her lease with Landlord. Upon the Resident's fulfillment of his/her security deposit obligations set forth in his/her lease, Surety shall no longer have liability for any Covered Loss associated with that Resident. Further, Surety shall have no obligation to reimburse the Resident for his/her Guaranty Premium in whole or in part.

b. Landlord and Surety

1. Landlord can withdraw from the Program, and thereby release and exonerate Surety from further liability under this Landlord's Blanket Bond, by advising Surety, or its appointed designee, in writing at the address stated herein in the Notices section that Landlord intends to withdraw from the Program in thirty (30) days. Landlord's withdrawal from the Program is effective as of the thirtieth (30<sup>th</sup>) day after the date of its notice to Surety ("Effective Date").

2. Surety can withdraw from the Program, and thereby terminate its future liability under this Landlord's Blanket Bond, by advising Landlord in writing at the address stated herein in the Notices section that Surety intends to withdraw from the Program in thirty (30) days. Surety's withdrawal from the Program is effective as of the thirtieth (30<sup>th</sup>) day after the date of its notice to Landlord ("Effective Date").

3. In the event that either Landlord or Surety withdraw from the Program in accordance with the procedures set forth herein, the following procedure shall apply to determine the Landlord's Blanket Bond Penal Sum then existing as of the Effective Date of the withdrawal:

a. Within two (2) weeks after the Effective Date, Surety, or its appointed designee, shall provide Landlord with a written list of all Enrolled Residents as of the Effective Date ("Surety's Final List")

b. Within two (2) weeks of its receipt of Surety's Final List, Landlord shall provide Surety, or its appointed designee, with a written list identifying the Enrolled Residents and the remaining period of their leases as of the Effective Date ("Landlord's Final List of Enrolled Residents").

c. Surety can then fully satisfy its obligations under this bond in the following manner:

1. Based upon Landlord's Final List of Enrolled Residents and Surety's Final List of Enrolled Residents, Surety shall advise Landlord of the total amount of Guaranty Premium paid to Surety by the Enrolled Residents from the date of the delivery of this bond to the Effective Date, as of the Effective Date, less forty percent (40%) which shall remain the sole and exclusive property of Surety. The sixty percent (60%) of the total Guaranty Premium shall constitute the Final Penal Amount Pool.

2. Surety shall pay to Landlord the lesser of:

a. The total amount of the Guaranty Amount set forth in the Landlord's Blanket Bond Enrollment Form of each Enrolled Resident listed on Surety's Final List of Enrolled Residents, less any Covered Losses previously paid by Surety on behalf of any so-listed Enrolled Residents; OR

b. The Final Penal Sum Pool less the total amount of Covered Losses paid by Surety to Landlord from the date of the delivery of this bond to the Effective Date.

3. Upon Surety's payment of the amount specified in no. 2, above, Surety shall have no further liability to Landlord for any loss of any kind whatsoever, and this bond and Surety's liability hereunder shall be discharged and exonerated. Further, Surety's payment shall satisfy any obligation on the part of an Enrolled Resident listed on Surety's Final List of Enrolled Residents to provide any security to Landlord for Covered Losses after the termination of Surety's liability under this bond.

4. Notices

Any notices required to be sent under this Landlord's Blanket Bond shall be sent by both facsimile transmission and United States mail, postage prepaid, shall be deemed to be made when delivered after to the following addresses:

a. If to Landlord:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. If to Surety:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Applicable Law and Disputes

a. It is agreed and understood that this Landlord's Blanket Bond shall be governed by and construed in accordance with the laws, excluding the conflict of laws rules, of the State of Ohio. If any provision of this bond shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this bond.

b. Nothing in this Landlord's Blanket Bond shall alter, modify or otherwise limit Surety's legal or equitable rights, including its rights to subrogation and indemnity, for any liability, cost, payment or damage incurred by Surety as a result of its issuance of this bond.

c. In the event that a dispute develops between Landlord and Surety that relates to or arises out of this Landlord's Blanket Bond (collectively, "Dispute"), including the coverage of this bond and the determination of the Landlord's Blanket Bond Penal Sum, then the following procedures shall be utilized:

1. First, the aggrieved party shall send to the other party at the address set forth in the Notices provision, herein, a demand that, within fourteen (14) business days, duly authorized representatives meet in person to attempt to reach a good faith resolution of the Dispute.

2. Second, if the meeting contemplated in subsection "a," above does not resolve the Dispute, then the parties shall be resolved by final and binding arbitration with the American Arbitration Association. The arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules in effect at the time of the arbitration. Any award or determination rendered by the arbitrator may be entered as a judgment in any court having jurisdiction thereof.

Signed, sealed and dated on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal

By:\_\_\_\_\_

\_\_\_\_\_  
Surety

By:\_\_\_\_\_

# LANDLORD'S BLANKET BOND RESIDENT ENROLLMENT FORM

NAME OF RESIDENT/ENROLLEE	EFFECTIVE DATE OF LEASE WITH LANDLORD		LANDLORD'S BLANKET BOND NO.
	FROM	TO	
NAME OF RESIDENT/ENROLLEE #2	RESIDENT/ENROLLEE'S TELEPHONE NUMBER		<u>GUARANTY</u> <u>AMOUNT</u>
ADDRESS OF ENROLLEE			<u>GUARANTY</u> <u>PREMIUM</u> (NON-REFUNDABLE)
			\$ _____ \$ _____ ENROLLEE'S Approval, Acceptance, and Acknowledgement of Guaranty Amount and Guaranty Premium. Initials: <input style="width: 30px; height: 15px;" type="text"/>

### TERMS OF ENROLLMENT

The undersigned Enrollee(s) ("Enrollee") understands that, by signing this Landlord Blanket Bond Enrollment Form, he/she is agreeing to be included within the coverage of the above-referenced Landlord's Blanket Bond ("Bond") issued by American Modern Home Insurance Company ("Surety") so that he/she is not required to provide the full security deposit required under the terms of his/her residential lease with the landlord, and only for that limited purpose.

Enrollee understands that the Guaranty Premium that he/she has paid to Surety or its authorized designee to be included within the coverage of the Bond is non-refundable. \_\_\_\_\_ (INITIALS)  
 Enrollee will at all times indemnify and keep indemnified Surety from and against any and all claims, demands, losses, damages, costs, counsel fees and judgments whatsoever, that Surety shall or may, for any cause at any time sustain or incur by reason of or in consequence of the Bond or any renewal thereof; that if Surety shall set up a reserve to cover any claim, suit or judgment under the Bond, Enrollee will, immediately upon demand, deposit with Surety a sum of money equal to such reserve; and if Surety shall bring suit to enforce any obligation of the Enrollee under this instrument, Enrollee shall be liable for costs and expenses including fees of attorneys, incurred in prosecuting such suit.

Enrollee authorizes any attorney of any court of record, at the request of Surety, to waive the issuing and service of process and to appear to confess judgment against Enrollee for any sum due hereunder, and to waive any errors, which may intervene in any such proceedings. Enrollee waives all rights to claim any property, including homestead, as exempt for legal process under any applicable law as against the rights of Surety.

Enrollee acknowledges that he/she has provided the above-stated information, which is true and correct, made without reservation and made for the purpose of inducing Surety to become the surety on the Bond.

Enrollee acknowledges that he/she has had the opportunity to review the Bond and agrees to be bound by all of the terms and conditions set forth in the Bond.

WITNESS THE FOLLOWING SIGNATURE(S) THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

WITNESS: \_\_\_\_\_

ENROLLEE: \_\_\_\_\_

ENROLLEE: \_\_\_\_\_

*SERFF Tracking Number:*      *AMMH-125371262*                      *State:*                      *Arkansas*  
*Filing Company:*              *American Modern Home Insurance Company*      *State Tracking Number:*      *EFT 150*  
*Company Tracking Number:*      *20071128-02*  
*TOI:*                      *24.0 Surety*                      *Sub-TOI:*                      *24.0000 Surety*  
*Product Name:*                      *077 AR Surety Bond*  
*Project Name/Number:*              *077 AR Surety Bond-Form/20071128-02*

## **Rate Information**

Rate data does NOT apply to filing.

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## Rate/Rule Schedule

Review Status:	Exhibit Name:	Rule # or Page #:	Rate Action	Previous State Filing Attachments Number:
Filed	Rate/Rule Filing	E1 & R1	New	Surety Filing Arkansas 101507.pdf

**AMERICAN MODERN HOME  
LANDLORD SURETY BOND  
Arkansas**

**GENERAL RULES**

1. **BOND FORMS**

Coverage and limits under the Landlord's Surety Bond Program will be defined by:

- A. Landlord's Blanket Bond for Enrolled Residents SURLB (06/07)
- B. Landlord's Blanket Bond Enrollment Form SUREF (06/07)

2. **PREMIUM DETERMINATION AND BOND TERM**

The premiums contained in the Rate Section of this manual are for the lifetime of the tenant's lease at the specific property the bond is issued to. Enrollment in the bond is transferable to any property covered under the same bond.

3. **CANCELLATION OF POLICIES**

Enrollment in the bond may be cancelled flat if the tenant does not take occupancy of the property.

4. **PROGRAM DESCRIPTION**

Tenant's that are required to provide Security Deposit's as a requirement under their lease may instead enroll as a principal in a surety bond issued to the landlord.

**ELIGIBILITY AND COVERAGES**

I. **COVERAGE:**

- A. Surety will issue a bond for the benefit of the landlord on behalf of any enrolled tenants.
- B. Surety's liability is limited to;
  - 1) enrolled tenant's failure to fulfill their covenants to pay rent under their lease with the landlord
  - 2) restoration expenses as required under their lease
  - 3) damages to the rented premises other than "normal wear and tear" as defined in the lease or absent a definition in the lease as defined by the landlord's surety bond.

II. **ELIGIBILITY:**

This program is available for tenants that satisfy one of the following eligibility guidelines:

- A. Lease or rental agreement provisions requires residents to be financially responsible for defaulting on terms in their specific rental agreement or lease.
- B. All residents must be given an opportunity to enroll in the landlord's surety bond in lieu of making a full or partial security deposit.
- C. The Guaranty amount must at all times be equal to or less than the full amount of security deposit required under the terms of their specific rental agreement or lease.

<b>NEW PAGE</b>	<b>X</b>	<b>PAGE NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PUBLICATION DATE</b>
<b>REVISION</b>		<b>E-1</b>	<b>Upon Approval</b>	<b>11/29/07</b>

**AMERICAN MODERN HOME  
LANDLORD SURETY BOND  
Arkansas**

**RATE SECTION**

**TERRITORY DEFINITION**

Unless otherwise indicated, the rates and/or premiums apply to the entire state.

<b><u>Guaranty Amount</u></b>	<b><u>Guaranty Premium</u></b>
\$250	\$50
\$500	\$90
\$750	\$135
\$1,000	\$180
\$1,250	\$225
\$1,500	\$270
\$1,750	\$315
\$2,000	\$360
\$2,250	\$405
\$2,500	\$450
\$2,750	\$495
\$3,000	\$540
\$3,250	\$585
\$3,500	\$630
\$3,750	\$675
\$4,000	\$720
\$4,250	\$765
\$4,500	\$810
\$4,750	\$855
\$5,000	\$900

**FORMS**

<b><u>Form Number</u></b>	<b><u>Description</u></b>
<b>SURLB (06/07)</b>	<b>Landlord's Blanket Bond for Enrolled Residents</b>
<b>SUREF (06/07)</b>	<b>Landlord's Blanket Bond Enrollment Form</b>

**FORMS NOT REQUIRED TO BE FILED**

<b>SURBA (06/07)</b>	<b>Landlord's Surety Bond Application</b>
<b>FRWR – APP (04/06)</b>	<b>Fraud Warning Notices</b>

<b>NEW PAGE</b>	<b>X</b>	<b>PAGE NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PUBLICATION DATE</b>
<b>REVISION</b>		<b>R-1</b>	<b>Upon Approval</b>	<b>11/29/07</b>

SERFF Tracking Number: AMMH-125371262 State: Arkansas  
Filing Company: American Modern Home Insurance Company State Tracking Number: EFT 150  
Company Tracking Number: 20071128-02  
TOI: 24.0 Surety Sub-TOI: 24.0000 Surety  
Product Name: 077 AR Surety Bond  
Project Name/Number: 077 AR Surety Bond-Form/20071128-02

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Filed 12/03/2007

**Comments:**

**Attachment:**

AR-trans.pdf

**Satisfied -Name:** Cover Letter **Review Status:** Filed 12/03/2007

**Comments:**

**Attachment:**

Cover Letter.pdf

**Satisfied -Name:** Explanatory Memorandum **Review Status:** Filed 12/03/2007

**Comments:**

**Attachment:**

EXPLANATORY MEMORANDUM.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: New Business Renewal Business f. State Filing #: g. SERFF Filing #: h. Subject Codes
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<b>3. Group Name</b>	<b>Group NAIC #</b>

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

<b>5. Company Tracking Number</b>	
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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.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	
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<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
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.)**

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

<b>3.</b>	<b>Filing Method (Prior Approval, File &amp; Use, Flex Band, etc.)</b>	
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<b>4a.</b>	<b>Rate Change by Company (As Proposed)</b>						
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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)

<b>4b.</b>	<b>Rate Change by Company (As Accepted) For State Use Only</b>						
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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

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

<b>6.</b>	<b>Overall percentage of last rate revision</b>	
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<b>7.</b>	<b>Effective Date of last rate revision</b>	
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<b>8.</b>	<b>Filing Method of Last filing</b> (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	



AMERICAN MODERN HOME  
INSURANCE COMPANY

November 28, 2007

ARKANSAS INSURANCE DEPARTMENT  
PROPERTY & CASUALTY DIVISION  
1200 W 3RD ST  
LITTLE ROCK AR 72201-1904

RE: American Modern Home Insurance Company  
Landlord Surety Bond Program  
Introduction of program Rate/Rule filing Forms Exempt  
Company tracking number: 20071128-02

Dear Reviewer,

Enclosed you will find American Modern Home Insurance Company's initial filing packet for our Landlord Surety Bond Program. I have enclosed an explanatory memorandum with a full description of this program.

We are proposing a new business effective date upon your approval. If you should have any questions regarding this submission please contact me at 1-800-759-9008 Ext. 5953 or via email at [KMahaffey@amig.com](mailto:KMahaffey@amig.com).

Sincerely,

Krista N. Mahaffey  
Compliance Analyst

## EXPLANATORY MEMORANDUM

### Landlord's Blanket Bond For Enrolled Residents

American Modern Home will issue a Surety Bond to a landlord that allows the landlord to offer tenants the option of paying the regularly required security deposit or opting to enroll under this surety bond as a principal. By enrolling as a principal the tenant will pay a one-time non-refundable guaranty premium for a guaranty amount that is equal to or less than the amount of the otherwise required security deposit. The landlord, as obligee, will make claim to American Modern Home, as the surety, for any damages that are covered under the terms of their specific lease agreement or as outlined by the surety bond if not specified in the lease agreement for; loss of rents, restoration expenses, or damages in excess of normal wear and tear. All tenants are eligible and must be provided the option to enroll in the landlord's surety bond. Enrollment in the surety bond is not mandatory.

### Landlord's Blanket Bond Resident Enrollment Form

When a tenant elects to enroll in the landlord's blanket bond program instead of paying a security deposit the tenant will complete this form and pay the one-time non-refundable guaranty premium that is associated with the level of guaranty amount that they must provide to the landlord. By signing this enrollment form the tenant acknowledges that they must indemnify the surety for any valid claims that are paid under the bond to the landlord on their behalf.