

## Filing at a Glance

Company: Austin Mutual Insurance Company

Product Name: Supermarket/Grocers Program SERFF Tr Num: MEDJ-125241246 State: Arkansas

TOI: 17.0 Other Liability - Claims

SERFF Status: Closed

State Tr Num: AR-PC-07-025595

Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: AMJ-AR-2007-GLF01 State Status:

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith

Roberts, Brittany Yielding

Authors: Melanie French, John

Disposition Date: 08-01-2007

Spain, Terrel Madsen

Date Submitted: 07-26-2007

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

## General Information

Project Name:

Status of Filing in Domicile: Not Filed

Project Number:

Domicile Status Comments: Minnesota is not in the trade area for the Supermarket/Grocery Stores Program at this time. Territory is currently limited to AR, IL, KS, MO & OK.

Reference Organization: ISO

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 08-01-2007

State Status Changed: 07-27-2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Austin Mutual Insurance Company is entering the supermarket/grocers insurance market in several Midwestern states to aid retailers in securing property and liability coverages for their operations. Beginning in March of 2007, another insurer that wrote a significant block of business for grocery retailers began non-renewing its entire block of retail grocery/supermarket business coverage. In the absence of that insurer, only a few specialty carriers remain.

Austin Mutual is partnering with a Kansas City-area based general agency (Med James, Inc. MJI) to underwrite and service this business. MJI has employed several insurance professionals previously associated with the carrier that non-renewed its book of business. Accordingly, significant knowledge of coverage, underwriting and service can be replicated for Austin Mutual.

This submission represents the initial filing of Austin Mutual for this business segment. The coverage is designed to closely recreate a product which the retailers desire and have purchased historically

Commercial General Liability forms and manuals are ISO-based. This filing contains the exceptions.

## Company and Contact

### Filing Contact Information

John Spain,  
8595 College Blvd, Ste. 200  
Overland Park, KS 66210

spainj@medjames.com  
(913) 663-5500 [Phone]  
(913) 663-2014[FAX]

### Filing Company Information

Austin Mutual Insurance Company  
10 Second Street NE, Suite 300  
Minneapolis, MN 55413-2282  
(612) 378-8600 ext. [Phone]

CoCode: 13412  
Group Code:  
Group Name:  
FEIN Number: 41-0134100  
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State of Domicile: Minnesota  
Company Type: Property/Casualty  
State ID Number:

## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: \$50 for each filing.

Make check payable to "The State Insurance Department Trust Fund".

Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
28530	\$50.00	07-25-2007

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Edith Roberts	08-01-2007	08-01-2007

## Disposition

Disposition Date: 08-01-2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

<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	Approved	Yes
<b>Supporting Document</b>	Authority Letter	Approved	Yes
<b>Form</b>	COMMON POLICY DECLARATIONS	Approved	Yes
<b>Form</b>	COMMERCIAL GENERAL LIABILITY DECLARATIONS	Approved	Yes
<b>Form</b>	LIQUOR LIABILITY DECLARATIONS	Approved	Yes
<b>Form</b>	PRODUCTS/COMPLETED OPERATIONS LIABILITY DECLARATIONS	Approved	Yes
<b>Form</b>	EMPLOYEE BENEFITS LIABILITY COVERAGE PART DECLARATIONS	Approved	Yes
<b>Form</b>	EMPLOYEE BENEFITS LIABILITY COVERAGE PART LIMITED FORM - EXCLUDING FIDUCIARY LIABILITY	Approved	Yes
<b>Form</b>	GENERAL LIABILITY PLUS ENDORSEMENT	Approved	Yes
<b>Form</b>	ABSOLUTE ASBESTOS EXCLUSION	Approved	Yes

**Form Schedule**

<b>Review Status</b>	<b>Form Name</b>	<b>Form #</b>	<b>Edition Date</b>	<b>Form Type Action</b>	<b>Action Specific Data</b>	<b>Readability</b>	<b>Attachment</b>
Approved	COMMON POLICY DECLARATIONS	MJI IL DS 00	07 02	Declaration News/Schedule		0.00	MJI IL DS 00 07 02.pdf
Approved	COMMERCIAL GENERAL LIABILITY DECLARATIONS	MJI CG DS 01	10 01	Declaration News/Schedule		0.00	MJI CG DS 01 10 01.pdf
Approved	LIQUOR LIABILITY DECLARATIONS	MJI CG DS 03	07 98	Declaration News/Schedule		0.00	MJI CG DS 03 07 98.pdf
Approved	PRODUCTS/COMPLETED OPERATIONS LIABILITY DECLARATIONS	MJI CG DS 05	07 98	Declaration News/Schedule		0.00	MJI CG DS 05 07 98.pdf
Approved	EMPLOYEE BENEFITS LIABILITY COVERAGE PART DECLARATIONS	MJI-CGL- EBL-DEC	05/2007	Declaration News/Schedule		0.00	MJI-CGL- EBL-DEC (05-2007).pdf
Approved	EMPLOYEE BENEFITS LIABILITY COVERAGE PART LIMITED FORM - EXCLUDING FIDUCIARY LIABILITY	MJI-CGL- EBL-POL	05/2007	Declaration News/Schedule		0.00	MJI-CGL- EBL-POL (05-2007).pdf
Approved	GENERAL LIABILITY PLUS ENDORSEMENT	MJI-CGL- PLUS- END	05/2007	Endorsement New nt/Amendment/Conditions		0.00	MJI-CGL- PLUS-END (05-2007).pdf
Approved	ABSOLUTE ASBESTOS EXCLUSION	MJI-CGL- ABSASB- END	05/2007	Endorsement New nt/Amendment/Conditions		0.00	MJI-CGL- ABSASB- EXC (05-2007).pdf



**FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):**


Countersigned:	By:
(Date)	(Authorized Representative)

Austin Mutual Insurance Company has caused this policy to be signed by its authorized officers, but it is not valid unless also signed by a duly authorized representative of Austin Mutual Insurance Company.

\_\_\_\_\_  
Jeffrey B. Kusch, President and CEO

\_\_\_\_\_  
Robert K. Long, Sr. Vice President and Secretary

This policy is produced through and administered by Med James, Inc.

Questions regarding the policy should be directed to:

Med James, Inc.  
PO Box 2014  
Shawnee Mission, KS 66201

Local: 913-663-5500  
Toll Free: 1-800-255-6503  
Fax: 913-663-2014

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
MJI CG DS 01 10 01

# COMMERCIAL GENERAL LIABILITY DECLARATIONS

 <b>AUSTIN MUTUAL INS. CO.</b> 10 Second St., N.E. Suite 300, Minneapolis MN 55413-2282 P.O. Box 401, Minneapolis MN 55440-0401	<b>PRODUCER NAME AREA</b>
--	---------------------------

NAMED INSURED: \_\_\_\_\_  
 MAILING ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 POLICY PERIOD: FROM \_\_\_\_\_ TO \_\_\_\_\_ AT 12:01 A.M. TIME AT  
 YOUR MAILING ADDRESS SHOWN ABOVE

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT	\$ _____	
DAMAGE TO PREMISES		
RENTED TO YOU LIMIT	\$ _____	Any one premises
MEDICAL EXPENSE LIMIT	\$ _____	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$ _____	Any one person or organization
GENERAL AGGREGATE LIMIT		\$ _____
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT		\$ _____

RETROACTIVE DATE (CG 00 02 ONLY)
THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.
RETROACTIVE DATE: _____ (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

DESCRIPTION OF BUSINESS
FORM OF BUSINESS:
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> TRUST
<input type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)
BUSINESS DESCRIPTION: _____



ALL PREMISES YOU OWN, RENT OR OCCUPY	
LOCATION NUMBER	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

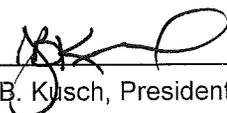
CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/Ops	Prod/Comp Ops	Prem/Ops	Prod/Comp Ops
			\$	\$	\$	\$	\$
STATE TAX OR OTHER (if applicable)						\$	_____
TOTAL PREMIUM (SUBJECT TO AUDIT)						\$	_____
PREMIUM SHOWN IS PAYABLE:						\$	_____
AT INCEPTION						\$	_____
AT EACH ANNIVERSARY						\$	_____
(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)							
AUDIT PERIOD (IF APPLICABLE)		<input type="checkbox"/> ANNUALLY	<input type="checkbox"/> SEMI-ANNUALLY	<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> MONTHLY		

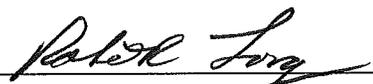
ENDORSEMENTS
ENDORSEMENTS ATTACHED TO THIS POLICY:
_____
_____
_____

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned:	By:
(Date)	(Authorized Representative)

Austin Mutual Insurance Company has caused this policy to be signed by its authorized officers, but it is not valid unless also signed by a duly authorized representative of Austin Mutual Insurance Company.

  
 \_\_\_\_\_  
 Jeffrey B. Kusch, President and CEO

  
 \_\_\_\_\_  
 Robert K. Long, Sr. Vice President and Secretary

This policy is produced through and administered by Med James, Inc.

Questions regarding the policy should be directed to:

Med James, Inc.

PO Box 2014

Shawnee Mission, KS 66201

Local: 913-663-5500

Toll Free: 1-800-255-6503

**Fax: 913-663-2014**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
MJJ CG DS 03 07 98

# LIQUOR LIABILITY DECLARATIONS

	<b>AUSTIN MUTUAL INS. CO.</b> 10 Second St., N.E. Suite 300, Minneapolis MN 55413-2282 P.O. Box 401, Minneapolis MN 55440-0401	<b>PRODUCER NAME AREA</b>
---	--	---------------------------

NAMED INSURED \_\_\_\_\_  
 MAILING ADDRESS \_\_\_\_\_  
 \_\_\_\_\_  
 POLICY PERIOD: FROM \_\_\_\_\_ TO \_\_\_\_\_ AT 12:01 A.M. TIME AT  
 YOUR MAILING ADDRESS SHOWN ABOVE

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

LIMITS OF INSURANCE	
EACH COMMON CAUSE LIMIT	\$ _____
AGGREGATE LIMIT	\$ _____

RETROACTIVE DATE (CG 00 34 ONLY)
THIS INSURANCE DOES NOT APPLY TO " INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW. RETROACTIVE DATE: _____ (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

DESCRIPTION OF BUSINESS
FORM OF BUSINESS:
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE  <input type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)
BUSINESS DESCRIPTION: _____

ALL PREMISES YOU OWN, RENT OR OCCUPY	
LOCATION NUMBER	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

CLASSIFICATION AND PREMIUM				
CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE	ADVANCE PREMIUM
		\$	\$	\$
		STATE TAX OR OTHER (if applicable)		\$ _____
		TOTAL PREMIUM (SUBJECT TO AUDIT)		\$ _____
PREMIUM SHOWN IS PAYABLE:		AT INCEPTION		\$ _____
		AT EACH ANNIVERSARY		\$ _____
		(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)		
AUDIT PERIOD (IF APPLICABLE)	<input type="checkbox"/> ANNUALLY	<input type="checkbox"/> SEMI-ANNUALLY	<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> MONTHLY

ENDORSEMENTS
ENDORSEMENTS ATTACHED TO THIS POLICY:
_____
_____
_____

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned:	By:
(Date)	(Authorized Representative)

Austin Mutual Insurance Company has caused this policy to be signed by its authorized officers, but it is not valid unless also signed by a duly authorized representative of Austin Mutual Insurance Company.

  
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 Jeffrey B. Kusch, President and CEO

  
 \_\_\_\_\_  
 Robert K. Long, Sr. Vice President and Secretary

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Med James, Inc.

PO Box 2014

Shawnee Mission, KS 66201

Local: 913-663-5500

Toll Free: 1-800-255-6503

**Fax: 913-663-2014**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
MJJ CG DS 05 07 98

# PRODUCTS/COMPLETED OPERATIONS LIABILITY DECLARATIONS

 <b>AUSTIN MUTUAL INS. CO.</b> 10 Second St., N.E. Suite 300, Minneapolis MN 55413-2282 P.O. Box 401, Minneapolis MN 55440-0401	<b>PRODUCER NAME AREA</b>
---	---------------------------

NAMED INSURED: \_\_\_\_\_  
 MAILING ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 POLICY PERIOD: FROM \_\_\_\_\_ TO \_\_\_\_\_ AT 12:01 A.M. TIME AT  
 YOUR MAILING ADDRESS SHOWN ABOVE

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

LIMITS OF INSURANCE	
EACH OCCURRENCE LIMIT	\$ _____
AGGREGATE LIMIT	\$ _____

RETROACTIVE DATE (CG 00 38 ONLY)
THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY" OR "PROPERTY DAMAGE" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.
RETROACTIVE DATE: _____ (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

DESCRIPTION OF BUSINESS
FORM OF BUSINESS:
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE
<input type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)
BUSINESS DESCRIPTION: _____

CLASSIFICATION AND PREMIUM					
CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE	ADVANCE PREMIUM	
		\$	\$	\$	
		STATE TAX OR OTHER (if applicable)		\$ _____	
		TOTAL PREMIUM (SUBJECT TO AUDIT)		\$ _____	
PREMIUM SHOWN IS PAYABLE:		AT INCEPTION		\$ _____	
		AT EACH ANNIVERSARY		\$ _____	
		(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)			
AUDIT PERIOD (IF APPLICABLE)		<input type="checkbox"/> ANNUALLY	<input type="checkbox"/> SEMI-ANNUALLY	<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> MONTHLY

ENDORSEMENTS
ENDORSEMENTS ATTACHED TO THIS POLICY:
_____
_____
_____

**THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.**

Countersigned:	By:
(Date)	(Authorized Representative)

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Jeffrey B. Kusch, President and CEO

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Med James, Inc.  
PO Box 2014  
Shawnee Mission, KS 66201

Local: 913-663-5500  
Toll Free: 1-800-255-6503  
Fax: 913-663-2014



## QUICK REFERENCE

### EMPLOYEE BENEFITS LIABILITY COVERAGE PART LIMITED FORM – EXCLUDING FIDUCIARY LIABILITY

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# EMPLOYEE BENEFITS LIABILITY COVERAGE PART LIMITED FORM – EXCLUDING FIDUCIARY LIABILITY

**Provides Claims Made Coverage. Please read the entire form carefully.**

Various provisions of this policy restrict coverage. Read the entire policy carefully to determine what is and is not covered.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations. The word “we”, “us” and “our” refer to the Company providing this insurance.

The word “insured” means any person or organization qualifying as such under SECTION II – WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION VII – DEFINITIONS.

## Section I – Coverages

### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages sustained by an employee, former employee, prospective employee or the beneficiaries or legal representatives thereof and caused by any negligent act, error or omission of the insured, or any other person for whose acts you are legally liable in the “administration” of your “Employee Benefit Programs”. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

This insurance applies to any negligent act, error or omission which results in a claim first made against the insured during the policy period providing the insured at the effective date of this insurance had no knowledge of or could not have reasonably foreseen any circumstances which might result in a claim or “suit”. The negligent act, error or omission must take place in the “coverage territory”.

- (1) The amount we will pay for damages is limited as described in SECTION – LIMITS OF INSURANCE;
  - (2) We may at our discretion, investigate any negligent act, error or omission and settle any claim or “suit” that may result; and
  - (3) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments under this Coverage Part.
- b. This insurance applies to a negligent act, error or omission only if a claim for damages because of negligent act, error or omission is first made in writing against any insured during the policy period.
    - (1) A claim by a person or organization seeking damages will be deemed to have been made when notice of such claim is received and recorded by an insured or by us, whichever comes first.
    - (2) All claims for damages causing loss to the same person or organization as a result of a negligent act, error or omission will be deemed to have been made at the same time the first of those claims is made against any insured.

## 2. Exclusions

This insurance does not apply to:

- a. Any dishonest, fraudulent, criminal or malicious act, libel, slander or humiliation;
- b. Bodily Injury to, or sickness, disease or death, of any person, or injury to or destruction of or loss of use of any tangible property;
- c. Failure of performance of "contract" or negligence by any insurer or health maintenance organization, including financial failure or insolvency of any "Employee Benefit Programs";
- d. Your failure to comply with any law, regulation or executive order, including but not limited to any claim based upon the violation of any of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974, or amendments thereto or any regulations as are promulgated thereunder; and
- e. Any claim based upon:
  - (1) failure of any "Employee Benefit Programs" to perform as represented by an insured; or
  - (2) the investment or non-investment of funds.

## **SUPPLEMENTARY PAYMENTS**

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of the claim or "suit", including the actual loss of earnings up to \$100 a day because of time off from work.
4. All costs taxed against the insured in the "suit".
5. Pre-judgment interest awarded against the insured on the part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on the period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

## **SECTION II – WHO IS AN INSURED**

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

- b. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Your employees are insureds provided they are authorized to act in the administration of your "Employee Benefit Programs".

### **SECTION III – LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The limits of liability shown in the Declarations applicable to Each Claim is the most we will pay for all damages arising out of any covered claim.

The limit of liability shown in the Declarations as Aggregate is, subject to the above provision respecting Each Claim, the most we will pay hereunder for all losses.

The limits of the Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### **SECTION IV – DEDUCTIBLE**

1. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount stated in the Declarations.
2. The terms of this insurance, including those with respect to:
  - a. Our right and duty to defend and "suits" seeking those damages; and
  - b. Your duties in the event of a negligent act, claim or suit;
3. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

### **SECTION V – EMPLOYEE BENEFITS LIABILITY CONDITIONS**

1. Bankruptcy

Bankruptcy or insolvency of the insured will not relieve us of our obligation under this Coverage Part.

## 2. Duties in the Event of a Negligent Act, Claim or "Suit"

a. The insured must see to it that we are notified as soon as practicable of any negligent act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the negligent act, error or omission took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature of any injury or damage arising out of the negligent act, error or omission.

Notice of the negligent act, error or omission hereunder will be treated as a claim first made during the policy period.

b. If a claim is received by an insured, you must:

- (1) Immediately record the specifics of the claim and the date received; and
- (2) Notify us as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or a "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

## 3. Other Insurance

a. The Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase or that would be covered but for the exhaustion of the amount of insurance applicable to such claims.

b. As respects all other situations, we will share with all other applicable insurance by the method described below:

- (1) If all of the other applicable insurance permits contribution in equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
- (2) If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## 4. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as party or bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not due under the terms of this Coverage Part or that are in excess of the limits of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal agent.

#### 5. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are correct and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

#### 6. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to regain all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

### **SECTION VI – EXTENDED REPORTING PERIOD**

If this Coverage Part is canceled or not renewed, you have the right, upon payment of an additional premium of 25% of the annual premium for this Coverage Part, to an extended reporting period with respect to any claim which shall be first made against the insured during the period of twelve calendar months after the date of such cancellation or non-renewal. A claim first made during the Extended Reporting Period will be deemed to have been on the last day of the policy period. The first Named Insured shown in the Declarations must give us a written request for this extension, together with payment of the appropriate premium, within sixty (60) days after the effective date of the cancellation or non-renewal.

### **SECTION VII – DEFINITIONS**

#### 1. "Administration" means:

- a. Giving counsel to employees with respect to the "Employee Benefit Programs";
- b. Interpreting the "Employee Benefit Programs";
- c. Handling employee records in connection with the "Employee Benefit Programs";
- d. Effecting enrollment, termination or cancellation of employees under the "Employee Benefit Programs";

Provided all such acts are authorized by you.

2. "Contract" means a policy of insurance issued to the Named Insured by an insurer or an agreement or arrangement entered into between the Named Insured and a health maintenance organization.
3. "Coverage Territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.
4. "Employee Benefit Programs" means group life insurance, group accident or health insurance, profit sharing plans, pensions plans, employee stock subscription plans, workers' compensation, unemployment insurance, salary continuation plans, social security, disability benefits insurance, savings, vacation plans or any other similar "Employee Benefit Programs".

5. "Suits" means a civil proceeding in which damages because of a negligent act, error or omission to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

## COMMERCIAL GENERAL LIABILITY

### GENERAL LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided by the Commercial General Liability Coverage Form CG 00 001.

#### I. EMPLOYEE BENEFITS LIABILITY

A. The following is added to SECTION I –COVERAGES

##### COVERAGE D. EMPLOYEE BENEFITS LIABILITY

###### 1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages sustained by an employee, former employee or prospective employee of the insured or their beneficiaries or their legal representatives caused by any negligent act, error or omissions of the insured, or any other person for whose acts you are legally liable in the “administration” of your “Employee Benefit Program.” No other obligation or liability to pay sums or perform acts or services is covered unless provided for under SUPPLEMENTARY PAYMENTS.

This insurance applies to any negligent act, error or omission which occurs during the policy period. The negligent act, error or omission must take place in the “coverage territory”.

We will have the right and duty to defend any “suit” seeking those damages. However:

- a. The most we will pay for damages is described in SECTION III – LIMITS OF INSURANCE;
- b. We may investigate any negligent act, error or omission and settle any claim or “suit” that may result; and
- c. Our right and duty to defend end when the applicable limit of insurance has been exhausted, as stated in paragraph C. below, in the payment of judgments or settlements under this Coverage.

###### 2. Exclusions

This insurance does not apply to:

- a. Any dishonest, fraudulent, criminal or malicious act, libel, slander or humiliation;
- b. “Bodily injury” or “property damage”;
- c. Failure to perform a “Contract” or negligent act, error or omission by any insurer, health care provider, or other risk spreading vehicle, including financial failure or insolvency of any “Employee Benefit Program”; or
- d. Any claim or “suit” based upon:
  - (1) Failure of any “Employee Benefit Program” to perform as represented by an insured; or
  - (2) The investment or non-investment of funds.

3. Supplementary Payments

The SUPPLEMENTARY PAYMENTS – COVERAGES A AND B also apply to this Coverage.

B. Who is an Insured

Under SECTION II – WHO IS AN INSURED, your employees are insured under this Coverage but only if they are authorized to act in the administration of your “Employee Benefit Program”.

C. Limit of Insurance

Under SECTION III – LIMIT OF INSURANCE:

1. The most we will pay for all damages arising out of any Employee Benefits Liability Coverage claim is \$1,000,000.
2. The most we will pay for all Employee Benefits Liability Coverage losses in the aggregate is \$3,000,000.

D. Additional Definitions

The following definitions apply only to this Employee Benefits Liability Coverage part:

1. “Administration” means:
  - a. Giving advice to employees with respect to the “Employee Benefit Program”;
  - b. Interpreting the “Employee Benefit Program”;
  - c. Handling of employee records in connection with the “Employee Benefit Program”; and
  - d. Effecting enrollment; termination or cancellation of employees under the “Employee Benefit Program”.
2. “Contract” means a policy of insurance issued to the Named Insured by an insurer or an agreement or arrangement entered into between the Named Insured and a health care provider.
3. “Employee Benefit Program” means group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, workers’ compensation, unemployment insurance, salary continuation plans, social security, disability benefits insurance, savings, 401(k) plans, vacation plans or any other similar employee benefits programs.

E. Additional Condition – Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefits Liability Coverage, this Coverage is excess over any of the other insurance, whether primary, excess, occurrence, claims-made, contingent or on any other basis. When this insurance is excess:

1. We will have no duty to defend any claim or “suit” under this Coverage that any other insurer has a duty to defend. If no other insurer defends, we will, at our option, undertake to do so, but we will be entitled to the insured’s rights against all other insurers.

2. We will only pay the amount of loss, if any, that exceeds the total of the amounts of all such other insurance applicable to the loss plus any deductible or self-insurance applicable to that insurance.

## II. NON-OWNED WATERCRAFT

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE, Exclusion 2.g.(2) is revised as follows:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons or property for a charge;

## III. TENANT'S LEGAL LIABILITY COVERAGE

Under SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE, the last paragraph of 2. is deleted and replaced with the following:

Exclusions c. through n. do not apply to “Property Damage” to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit applies to this coverage of the lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$300,000

Under SECTION III – LIMITS OF INSURANCE, paragraph 6. does not apply.

## IV. SUPPLEMENTARY PAYMENTS

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A & B, is revised as follows:

1. b., the limit of \$250 for bail bonds is increased to \$1,000.
2. d., the limit of \$250 for daily loss of earnings is increased to \$1,000.

## V. NEWLY ACQUIRED ORGANIZATIONS

Under SECTION – II WHO IS AN INSURED, 3. is deleted and replaced with the following:

3. If you are an organization other than a partnership or joint venture, any organization you newly acquire or form over which you exercise control and actively manage and to which no other similar insurance is available.
  - a. Coverage A does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
  - b. Coverage B does not apply to “personal injury” or “advertising injury” arising out of an offense committed before you acquired or formed the organization.

VI. MEDICAL AND DENTAL PAYMENTS

Under SECTION I – COVERAGES, COVERAGE C. MEDICAL PAYMENTS, if COVERAGE C. MEDICAL PAYMENTS is not otherwise excluded from this Coverage Part:

1. The Medical Payments Limit is changed to the greater of:
  - a. \$15,000; or
  - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. The requirement, in C.1.a.(2) that the expenses must be incurred and reported to us within one year of the date of the accident, is increased to three years.

VII. BROAD KNOWLEDGE OF OCCURRENCE

The following is added under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The requirement in condition 2.a. that you must see to it that we are notified of an “occurrence” or offense applies only when the “occurrence” or offense is known to:

1. you, if you are an individual;
2. a partner, if you are a partnership;
3. a member, if you are a joint venture; or
4. an “Executive Officer” or insurance manager, if you are a corporation.

VIII. BROAD FORM NAMED INSURED

The following is added under SECTION II – WHO IS AN INSURED:

- 1.f. if you are an organization other than a partnership or joint venture, any of your subsidiary companies or any company over which you exercise control and actively manage and to which other insurance does not apply.

IX. MOBILE EQUIPMENT

The following is added under SECTION V – DEFINITIONS, 12. “Mobile Equipment”:

Paragraph f.(1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

X. PERSONAL AND ADVERTISING INJURY

SECTION V – DEFINITIONS, 14. “Personal and Advertising Injury”, d. and e. are deleted and replaced with the following:

- d. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
- e. Oral, written, televised, videotaped or electronic publication of material that violates a person’s right of privacy.

Under SECTION I – COVERAGES, COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY 2. Exclusions b. and c. are deleted and replaced with the following:

- b. Arising out of oral, written, televised, videotaped or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- c. Arising out of oral, written, televised, videotaped or electronic publication of material whose first publication took place before the beginning of the policy period.

XI. The following under SECTION II – WHO IS AN INSURED:

- 4. Any person, organization, trustee or estate that has obligated you by written contract to provide the insurance that is afforded by this policy, but only with respect to liability arising out of “your work”, “your product” and to property owned or used by you. However:
  - a. This provision does not apply unless the written contract has been executed prior to the “bodily injury”, “property damage”, “personal injury” or “advertising injury”.
  - b. The Limits of Insurance applicable to the additional insured are those specified in the written contract or in the Declarations for this policy, whichever is less. The Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.

XII. PROPERTY DAMAGE LIABILITY – ELEVATORS AND SIDETRACK AGREEMENTS

The following is added under SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- 1. Exclusions J.(3), (4) and (6) do not apply to the use of elevators.
- 2. Exclusion K. does not apply to:
  - a. The use of elevators; or
  - b. Liability assumed under a sidetrack agreement.

The insurance afforded by reason of this provision XIII is excess over any valid and collectible property insurance (including any deductible) available to the insured, and SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS 4. Other Insurance is changed accordingly.

XIII. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

- 10. Your unintentional failure to disclose all hazards or prior “occurrences” existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ABSOLUTE ASBESTOS EXCLUSION**

This policy does not apply to “Bodily Injury”, “Property Damage”, “Personal Injury” or “Advertising Injury” in any way or to any extent arising out of or involving asbestos, asbestos fibers or any product containing asbestos or asbestos fibers.

This policy does not apply to “Economic Loss”, “Diminution of Property”, “Abatement Costs” or any other loss, cost or expense, including “Equitable Relief”, in any way or to any extent arising out of or involving asbestos, asbestos fibers or any product containing asbestos or asbestos fibers.

This policy provides no coverage for any fees, costs or expenses of any nature whatsoever in the investigation or defense of any “Claim” or “Suit” arising out of or involving asbestos, asbestos fibers or any product containing asbestos or asbestos fibers.

For the purposes of this exclusion only, the following terms are defined:

“Abatement Costs” means any actual or potential damages, costs, fees or expenses, including the cost of inspection, removal or replacement.

“Diminution of Property” means the diminishing or lessening of the value of property.

“Economic Loss” means any actual or potential damages, costs, fees, expenses or lost profits arising out of or involving the manufacture or utilization of a good or product.

“Equitable Relief” means any remedy or relief, including restitution or injunctive relief, sought in a court with equitable powers.

## **Rate Information**

Rate data does NOT apply to filing.

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:** Approved 08-01-2007

**Comments:**

**Attachment:**

industry\_rates\_pc\_trans GL.pdf

**Satisfied -Name:** Authority Letter

**Review Status:** Approved 08-01-2007

**Comments:**

**Attachment:**

AR Filing Letter.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: <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					

<b>3. Group Name</b>	<b>Group NAIC #</b>
n/a	0000

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Austin Mutual Insurance Company	MN	13412	41-0134100	

<b>5. Company Tracking Number</b>	AMJ-2007-GLF01 & AMJ-2007-GLR01
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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
	John V. Spain c/o Med James, Inc. 8595 College Blvd. Overland Park, KS 66210		800-255-6503 x638	913-663-2014	spainj@medjames.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		John V. Spain		

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

9. Type of Insurance (TOI)	17.0 Other Liability – Occ/Claims Made
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)	Supermarket/Grocers Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input checked="" type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 8/1/2007 or ASAP   Renewal: n/a – new program
15. Reference Filing?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	ISO
17. Reference Organization # & Title	Most Recent ISO IL Forms and Manuals – per manual page
18. Company's Date of Filing	7/24/2007
19. Status of filing in domicile	<input checked="" 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 # AMJ-2007-GLF01 & AMJ-2007-GLR01

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

Austin Mutual Insurance Company is entering the supermarket/grocers insurance market in several Midwestern states to aid retailers in securing property and liability coverages for their operations. Beginning in March of 2007, another insurer that wrote a significant block of business for grocery retailers began non-renewing its entire block of retail grocery/supermarket business coverage. In the absence of that insurer, only a few specialty carriers remain.

Austin Mutual is partnering with a Kansas City-area based general agency (Med James, Inc. – MJJ) to underwrite and service this business. MJJ has employed several insurance professionals previously associated with the carrier that non-renewed its book of business. Accordingly, significant knowledge of coverage, underwriting and service can be replicated for Austin Mutual.

This submission represents the initial filing of Austin Mutual for this business segment. The coverage is designed to closely recreate a product which the retailers desire and have purchased historically

Commercial General Liability forms and manuals are ISO-based. This filing contains the exceptions.

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:

Filing Fees are not applicable in Kansas

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.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>AMJ-2007-GLF01</b>			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	<b>AMJ-2007-GLR01</b>			
<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	Common Policy Declarations	MJI IL DS 00 07 02	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Commercial General Liability Declarations	MJI CG DS 01 10 01	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Liquor Liability Declarations	MJI CG DS 03 07 98	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Prod/Comp Operations Liability Declarations	MJI CG DS 05 07 98	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Employee Benefits Liability Coverage Part Declarations	MJI-CGL-EBL-DEC (05/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Employee Benefits Liability Coverage Part	MJI-CGL-EBL-POL (05/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	General Liability PLUS Endorsement	MJI-CGL-PLUS-END (05/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Absolute Asbestos Exclusion Endorsement	MJI-CGL-ABSASB-END (05/2007)	<input checked="" 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>	<b>AMJ-2007-GLR01</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)	<b>AMJ-2007-GLF01</b>
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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)
Austin Mutual	n/a - new	n/a - new	n/a - new	n/a - new	n/a - new	n/a - new	n/a - new

<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.</b>	<b>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>	n/a - new	
<b>5b</b>	<b>Overall percentage rate impact for this filing</b>	n/a - new	
<b>5c</b>	<b>Effect of Rate Filing - Written premium change for this program</b>	n/a - new	
<b>5d</b>	<b>Effect of Rate Filing - Number of policyholders affected</b>	n/a - new	

<b>6.</b>	Overall percentage of last rate revision	n/a - new
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<b>7.</b>	Effective Date of last rate revision	n/a - new
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<b>8.</b>	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	n/a - new
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9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01	AMJ-CGL-R1	<input checked="" 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	



## AUSTIN MUTUAL INSURANCE COMPANY

Street Address: 10 Second Street NE, Suite 300, Minneapolis, MN 55413-2282

Mailing Address: PO Box 401, Minneapolis, MN 55440-0401

612-378-8600 Fax: 612-378-8653

May 14, 2007

HONORABLE JULIE BENAFIELD BOWMAN  
COMMISSIONER OF INSURANCE  
ARKANSAS INSURANCE DEPARTMENT  
1200 WEST THIRD STREET  
LITTLE ROCK AR 72201-1904

Re: Filing Authority  
Grocer's Program

With this letter, Austin Mutual Insurance Company authorizes Med James, Inc. to prepare and submit on its behalf rate, rule and form filings for use with its Grocer's Program.

This authorization remains in effect until amended or terminated.

Please contact me should you have any questions at 612-378-8613 or  
[tmadsen@autinmutual.com](mailto:tmadsen@autinmutual.com).

Thank you.

Sincerely,

Terrel Madsen, CPCU, ARe  
VP – Compliance and Product Development