

SERFF Tracking Number: TRVD-125273052 State: Arkansas
 First Filing Company: St. Paul Fire and Marine Insurance Company, ... State Tracking Number: AR-PC-07-025910
 Company Tracking Number: 2007-04-0104
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
 Product Name: Communications and Media Liability
 Project Name/Number: New Program/2007-04-0104

Filing at a Glance

Companies: St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, St. Paul Protective Insurance Company

Product Name: Communications and Media Liability SERFF Tr Num: TRVD-125273052 State: Arkansas

TOI: 17.0 Other Liability - Claims Made/Occurrence SERFF Status: Closed State Tr Num: AR-PC-07-025910

Sub-TOI: 17.0019 Professional Errors & Omissions Liability Co Tr Num: 2007-04-0104 State Status:

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

Authors: Karen Christiansen, Kathleen Pohlman Disposition Date: 08/31/2007

Date Submitted: 08/27/2007 Disposition Status: Approved

Effective Date Requested (New): 09/26/2007 Effective Date (New):

Effective Date Requested (Renewal): 09/26/2007 Effective Date (Renewal):

General Information

Project Name: New Program

Project Number: 2007-04-0104

Reference Organization: NA

Reference Title: NA

Filing Status Changed: 08/31/2007

State Status Changed: 08/28/2007

Corresponding Filing Tracking Number:

Filing Description:

The proposed Communications and Media Liability Protection is a newly developed component of our currently filed and approved Cyber+ for Financial InstitutionsSM program. Much like the recently filed and approved Network and Information Security Liability Protection coverage, the loss exposure for Communications and Media Liability Protection is tied to the customer's use of the internet in conducting business. The premium for this coverage will be determined on an (a) rated basis.

Status of Filing in Domicile: Authorized

Domicile Status Comments:

Reference Number: NA

Advisory Org. Circular: NA

Deemer Date:

SERFF Tracking Number: TRVD-125273052 State: Arkansas
 First Filing Company: St. Paul Fire and Marine Insurance Company, ... State Tracking Number: AR-PC-07-025910
 Company Tracking Number: 2007-04-0104
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
 Product Name: Communications and Media Liability
 Project Name/Number: New Program/2007-04-0104

Company and Contact

Filing Contact Information

Kathleen Pohlman, Senior Regulatory Analyst KPOHLMAN@travelers.com
 385 Washington Street (651) 310-5573 [Phone]
 St. Paul, MN 55102 (651) 310-4361[FAX]

Filing Company Information

St. Paul Fire and Marine Insurance Company	CoCode: 24767	State of Domicile: Minnesota
385 Washington Street	Group Code: 3548	Company Type:
St. Paul, MN 55102	Group Name:	State ID Number:
(651) 310-7782 ext. [Phone]	FEIN Number: 41-0406690	

St. Paul Guardian Insurance Company	CoCode: 24775	State of Domicile: Minnesota
385 Washington Street	Group Code: 3548	Company Type:
St. Paul, MN 55102	Group Name:	State ID Number:
(651) 310-7782 ext. [Phone]	FEIN Number: 41-0963301	

St. Paul Mercury Insurance Company	CoCode: 24791	State of Domicile: Minnesota
385 Washington Street	Group Code: 3548	Company Type:
St. Paul, MN 55102	Group Name:	State ID Number:
(651) 310-7782 ext. [Phone]	FEIN Number: 41-0881659	

St. Paul Protective Insurance Company	CoCode: 19224	State of Domicile: Illinois
385 Washington Street	Group Code: 3548	Company Type:
St. Paul, MN 55102	Group Name:	State ID Number:
(651) 310-7782 ext. [Phone]	FEIN Number: 36-2542404	

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50.00 for form filing

SERFF Tracking Number: TRVD-125273052 State: Arkansas
First Filing Company: St. Paul Fire and Marine Insurance Company, ... State Tracking Number: AR-PC-07-025910
Company Tracking Number: 2007-04-0104
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: Communications and Media Liability
Project Name/Number: New Program/2007-04-0104

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
St. Paul Protective Insurance Company	\$0.00	08/27/2007	
St. Paul Fire and Marine Insurance Company	\$50.00	08/27/2007	15302527
St. Paul Guardian Insurance Company	\$0.00	08/27/2007	
St. Paul Mercury Insurance Company	\$0.00	08/27/2007	

SERFF Tracking Number: TRVD-125273052 State: Arkansas
First Filing Company: St. Paul Fire and Marine Insurance Company, ... State Tracking Number: AR-PC-07-025910
Company Tracking Number: 2007-04-0104
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: Communications and Media Liability
Project Name/Number: New Program/2007-04-0104

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	08/31/2007	08/31/2007

SERFF Tracking Number: TRVD-125273052 State: Arkansas
First Filing Company: St. Paul Fire and Marine Insurance Company, ... State Tracking Number: AR-PC-07-025910
Company Tracking Number: 2007-04-0104
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: Communications and Media Liability
Project Name/Number: New Program/2007-04-0104

Disposition

Disposition Date: 08/31/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: TRVD-125273052 State: Arkansas
 First Filing Company: St. Paul Fire and Marine Insurance Company, ... State Tracking Number: AR-PC-07-025910
 Company Tracking Number: 2007-04-0104
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
 Product Name: Communications and Media Liability
 Project Name/Number: New Program/2007-04-0104

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Cyber+ For Financial Institutions Insurance Communications and Media Liability Protection - Claims-Made	L0677	7-07	Policy/Coverage New Form		0.00	Cyber+ Comm Media L0677.pdf

**CYBER+ FOR FINANCIAL INSTITUTIONSSM INSURANCE
COMMUNICATIONS AND MEDIA LIABILITY PROTECTION -
CLAIMS-MADE**

This insuring agreement provides communications and media liability protection for certain types of wrongful acts committed in the conduct of your business. There are, of course, exclusions and limitations, and terms with defined meanings, which apply to that protection. Certain terms that have or include defined meanings shown in this agreement are listed in the List Of Terms With Defined Meanings Shown In This Agreement section, which also shows where their defined meanings are located. Certain other terms used in this agreement have or include defined meanings shown in the Cyber+ for Financial InstitutionsSM General Provisions - Liability form, which is a part of your policy. The Cyber+ for Financial InstitutionsSM General Provisions - Liability form also contains exclusions, limitations, and other provisions that apply to this agreement, including provisions explaining:

- who is protected under this agreement;
- where this agreement covers; and
- the limits of coverage and deductibles that apply to this agreement.

This agreement and the Cyber+ for Financial InstitutionsSM General Provisions - Liability form should be read carefully to determine the extent of the coverage provided to you and other protected persons.

Important note: This is a claims-made and reported insuring agreement. To be covered, a claim or suit must be first made or brought against a protected person while this agreement is in effect and reported to us while this agreement is in effect or during the limited reporting period. If the extended reporting period applies, we'll also apply this agreement to a claim or suit first made or brought while this agreement is in effect or during the extended reporting period and first reported to us during such reporting period.

Table of Contents

This Table of Contents lists:

- the major sections of this agreement; and
- the exclusions in the Exclusions - What This Agreement Won't Cover section.

Each listed section and exclusion begins on the page shown for it.

However, one or more endorsements or other forms made part of your policy may, without changing this Table of Contents:

- delete, or change the name of, any of the sections or exclusions in this agreement; or
- add another section or exclusion to this agreement.

What This Agreement Covers

Communications and media liability.

Page	When This Agreement Covers	2
	When a claim or suit must be first made or brought against a protected person and reported to us.	2
	When we consider a claim or suit to be first made or brought.	3
	When we consider a claim or suit to be first reported to us.	3
	What we require in a written notice of a specific communications and media wrongful act.	3
	Exclusions – What This Agreement Won't Cover	3
	Advertising, broadcasting, publishing, or Internet type business.	4
	False material.	4
	Infringement of copyrighted software.	4
	Known communications and media wrongful acts.	4
	License fees or royalties.	4
	Patent and trade secrets.	4
2	List Of Terms With Defined Meanings Shown In This Agreement	5

What This Agreement Covers

Communications and media liability. We'll pay amounts any protected person is legally required to pay as damages for covered loss that is caused by a communications and media wrongful act committed on or after the communications and media retroactive date and before the ending date of this agreement.

But only if such covered loss results in a claim or suit first:

- made or brought against a protected person and reported to us while this agreement is in effect;
- made or brought against a protected person while this agreement is in effect and reported to us during the limited reporting period, or during the extended reporting period if such reporting period applies; or
- made or brought against a protected person during the extended reporting period and reported to us during such reporting period, if such reporting period applies.

We'll consider each communications and media wrongful act in a series of related communications and media wrongful acts to be committed on the date the first wrongful act in that series is committed.

Communications and media wrongful act means any of the following committed by or for a protected person in the conduct of your business:

- Infringement of copyright, title, slogan, trademark, trade name, trade dress, service mark, or service name in your covered material.
- Plagiarism or unauthorized use of a literary or artistic format, character, or performance in your covered material.

Related communications and media wrongful acts means two or more communications and media wrongful acts that have as a common connection, tie, or link any fact, circumstance, situation, event, transaction, cause, or series of related facts, circumstances, situations, events, transactions, or causes.

Communications and media retroactive date means the earliest date a communications and media wrongful act may be committed and be covered under this agreement. This date is shown in the Coverage Summary. However, if no communications and media retroactive date is shown in the Coverage

Summary, we'll consider the communications and media retroactive date to be the same as the beginning date of this agreement.

Beginning date of this agreement means the beginning date shown in the Coverage Summary for your Cyber+ for Financial InstitutionsSM Communications And Media Liability Protection - Claims-Made. However, if no such date is shown in the Coverage Summary, we'll consider the beginning date of this agreement to be the same as your policy's effective date shown in the Introduction.

Ending date of this agreement means your policy's expiration date shown in the Introduction or your policy's cancellation date, whichever is earlier.

Covered material means any material in any form of expression, including material made known in or with any electronic means of communication, such as the Internet.

We explain:

- our rights and duties regarding defense of claims or suits;
- how this agreement applies when we're prohibited from paying damages on behalf of a protected person; and
- our duty to make additional payments; in your Cyber+ for Financial InstitutionsSM General Provisions - Liability form.

When This Agreement Covers

When a claim or suit must be first made or brought against a protected person and reported to us. We'll apply this agreement to claims or suits against a protected person for loss covered by this agreement only when they're first:

- made or brought against a protected person; and reported to us while this agreement is in effect;
- made or brought against a protected person while this agreement is in effect and reported to us during the limited reporting period, or during the extended reporting period if such reporting period applies; or
- made or brought against a protected person during the extended reporting period and reported to us during such reporting period, if such reporting period applies.

Limited reporting period means the 90 days, starting with the ending date of this agreement, during which claims or suits for

covered loss that are first made or brought against a protected person while this agreement is in effect may be first reported to us.

Extended reporting period means an unlimited period of time, starting with the ending date of this agreement, during which claims or suits for covered loss:

- that are first made or brought against a protected person while this agreement is in effect may be first reported to us; or
- may be first made or brought against a protected person and first reported to us.

When we consider a claim or suit to be first made or brought. We'll consider a claim or suit for covered loss to be first made or brought on the earliest of the following dates:

- The date that we or any protected person receives written notice of such claim or suit.
- The date that we receive written notice from any protected person of a specific communications and media wrongful act that caused the loss which resulted in such claim or suit.

We'll consider all claims or suits for covered loss caused by:

- the same communications and media wrongful act; or
- related communications and media wrongful acts;

to have been first made or brought on the date that the first of those claims or suits was first made or brought, regardless of whether such date is before or while this agreement is in effect.

When we consider a claim or suit to be first reported to us. We'll consider a claim or suit for covered loss to be first reported to us on the earlier of the following dates:

- The date that we first receive a written notice of such claim or suit from any protected person or the person or organization making the claim or bringing the suit.
- The date that we first receive a written notice from any protected person of a specific communications and media wrongful act that caused the loss which resulted in such claim or suit.

We'll consider all claims or suits for loss covered by this agreement that is caused by:

- the same communications and media wrongful act; or

- related communications and media wrongful acts;

to have been first reported to us when the first of those claims or suits is first reported to us.

What we require in a written notice of a specific communications and media wrongful act.

We won't consider a claim or suit to be first made or brought and reported to us on the date that we receive a written notice from any protected person of a specific communications and media wrongful act unless that notice also contains all of the following information:

- A description of the date, time, and place of the communications and media wrongful act.
- A description of what happened.
- A description of what damages may result.
- The identity of the person or organization that may make a claim or bring a suit.
- The identity of the protected person that committed the communications and media wrongful act.

Notice to us that:

- all or part of any protected person's acts or omissions may in the future be discovered to be a communications and media wrongful act; or
- any protected person may in the future receive written notice of a communications and media wrongful act, claim, or suit;

is not notice of a specific communications and media wrongful act.

We explain:

- when and how the limited reporting period and the extended reporting period apply;
- when and how an extended reporting period can be added; and
- how we'll figure the additional premium for the extended reporting period;

in the When And How The Limited Reporting Period Or The Extended Reporting Period Will Apply section of your Cyber+ for Financial Institutions General Provisions - Liability form.

Exclusions – What This Agreement Won't Cover

The following exclusions apply only to the coverage provided by this agreement. These exclusions apply in addition to the exclusions in the Exclusions Applying To All Of Your Cyber+ for Financial InstitutionsSM Insuring Agreements section of your Cyber+

for Financial InstitutionsSM General Provisions - Liability form.

Advertising, broadcasting, publishing, or Internet type business. We won't cover loss that results from any wrongful act committed by or for any protected person whose business is:

- advertising, broadcasting or publishing; or
- designing or determining content of websites for others.

We won't consider the placement of advertising, borders, or frames for or of others, or links for or to others, on or in a protected person's website, by itself, to mean that protected person's business is advertising, broadcasting or publishing.

Broadcasting means transmitting any audio or visual material for any purpose:

- by radio or television; or
- in or with any other electronic means of communication, such as the Internet, if that material is part of radio or television programming, other entertainment, music, or news programming, or advertising transmitted with that programming.

Publishing means creating and producing any material in any format for distribution or sale to others for any purpose.

But, we won't consider creating and producing any of the following material in any format to be publishing:

- Correspondence written in the conduct of your business.
- Material, including bulletins, financial or annual reports, or newsletters, that describes or reports your business activities.

False material. We won't cover loss that results from false material that:

- was made known by or for the protected person; and
- the protected person knew was false when it was made known.

Infringement of copyrighted software. We won't cover loss that results from the actual or alleged infringement of copyrighted software.

Infringement of copyrighted software

means:

- piracy of a copyrighted software product; or
- infringement of copyrighted software code or any other copyrighted element of any part of a software program.

Copyrighted means protected by a copyright, regardless of whether such copyright is registered with the United States Copyright Office.

Known communications and media wrongful acts.

We won't cover loss that results from any communications and media wrongful act, including any part of related communications and media wrongful acts, that any described individual protected person knew about before the beginning date from which we or any of our affiliated insurance companies have continuously provided protection to you under any of the following insuring agreements:

- Cyber+ for Financial InstitutionsSM Communications And Media Liability Protection - Claims-Made.
- Internet Liability Protection - Claims-Made.
- Media Liability Protection - Claims-Made.

Described individual protected person

means you, if you're an individual, and any person while he or she is:

- your spouse, if you're an individual;
- your partner or co-venturer or his or her spouse, if you're a partnership or joint venture;
- your member or manager if you're a limited liability company;
- your director or executive officer if you're a corporation or an other organization; or
- your risk manager, or any leader of your legal, finance, risk management, or other department that is responsible for insurance matters.

License fees or royalties. We won't cover license fees or royalties of any kind.

Patent and trade secrets. We won't cover loss that results from the actual or alleged infringement or violation of any of the following rights or laws:

- Patent.
- Trade secrets.

List Of Terms With Defined Meanings Shown In This Agreement

This section lists, in alphabetical order, the terms that have or include defined meanings shown in this agreement. The defined meaning for each of these terms:

- begins on the page shown for that term; and
- is usually located immediately following where that term is first used in this agreement.

However, one or more endorsements or other forms made part of your policy may, without changing this section:

- delete or change the defined meanings for any of these terms; or
- add a defined meaning for any other term.

Term	Page
Beginning date of this agreement	2
Broadcasting	4
Communications and media retroactive date	2
Communications and media wrongful act	2
Copyrighted	4
Covered material	2
Described individual protected person	4
Ending date of this agreement	2
Extended reporting period	3
Infringement of copyrighted software	4
Limited reporting period	2
Publishing	4
Related communications and media wrongful acts	2

SERFF Tracking Number: TRVD-125273052 *State:* Arkansas
First Filing Company: St. Paul Fire and Marine Insurance Company, ... *State Tracking Number:* AR-PC-07-025910
Company Tracking Number: 2007-04-0104
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0019 Professional Errors & Omissions
Liability

Product Name: Communications and Media Liability
Project Name/Number: New Program/2007-04-0104

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVD-125273052 State: Arkansas
First Filing Company: St. Paul Fire and Marine Insurance Company, ... State Tracking Number: AR-PC-07-025910
Company Tracking Number: 2007-04-0104
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: Communications and Media Liability
Project Name/Number: New Program/2007-04-0104

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 08/31/2007

Comments:

Attachments:

NAIC Transmittal Doc (Forms).pdf
RI NAIC Form Filing Schedule.pdf

Satisfied -Name: Cover letter **Review Status:** Approved 08/31/2007

Comments:

Attachment:

2007-04-0104 AR Letter.pdf

Satisfied -Name: AR Required Endorsement **Review Status:** Approved 08/31/2007

Comments:

Attachment:

40516____2006-11-01__.pdf

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	2007-04-0104
--	--------------

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

The proposed Communications and Media Liability Protection is a newly developed component of our currently filed and approved Cyber+ for Financial InstitutionsSM program. Much like the recently filed and approved Network and Information Security Liability Protection coverage, the loss exposure for Communications and Media Liability Protection is tied to the customer's use of the internet in conducting business. The premium for this coverage will be determined on an (a) rated basis.

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 #: N/A - EFT
Amount: \$50.00

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

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

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	2007-04-0104			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	NA			
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	Cyber+ for Financial Institutions Insurance Communications and Media Liability Protection – Claims- Made	L0677 Ed. 7-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A – New	N/A
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		



Kathy Pohlman, CPCU, AIS
Senior Regulatory Analyst
Regulatory Affairs, Business Insurance
Toll Free: (800) 328-2189 Ext. 05573
Direct: (651) 310-5573; Fax: (651) 310-4361
385 Washington Street, 9275-NB14L
St. Paul, MN 55102
kpohlman@travelers.com

August 27, 2007

Commissioner Julie Benafield Bowman
Commissioner of Insurance
State of Arkansas
1200 West Third Street
3rd and Cross
Little Rock, Arkansas 72201-1904

ST. PAUL FIRE AND MARINE INSURANCE COMPANY – 3548-24767
ST. PAUL MERCURY INSURANCE COMPANY – 3548-24791
ST. PAUL GUARDIAN INSURANCE COMPANY – 3548-24775
ST. PAUL PROTECTIVE INSURANCE COMPANY – 3548-19224

Professional Liability
Cyber+ for Financial InstitutionsSM
Communications and Media Liability Protection
Form Submission
Our Company Filing Number: 2007-04-0104

Dear Madam:

In compliance with the insurance laws and regulations of your state we respectfully submit a new product to be written in conjunction with the Cyber+ for Financial InstitutionsSM Program.

The proposed Communications and Media Liability Protection is a newly developed component of our currently filed and approved Cyber+ for Financial InstitutionsSM program. Much like the recently filed and approved Network and Information Security Liability Protection coverage, the loss exposure for Communications and Media Liability Protection is tied to the customer's use of the internet in conducting business. The premium for this coverage will be determined on an (a) rated basis.

The following materials are enclosed for your review:

- Form L0677 Ed. 7-07, Cyber+ for Financial InstitutionsSM Insurance
Communications and Media Liability Protection – Claims-Made
- State Required Endorsement (Informational only)

We plan to implement these changes with respect to policies effective on or after **September 26, 2007**. Your approval of this filing will be appreciated. Should you have any questions regarding this submission, please feel free to contact me at your convenience.

Sincerely,

Kathy Pohlman, CPCU, AIS
Sr. Regulatory Analyst
KP/kac Enclosure

ARKANSAS REQUIRED ENDORSEMENT

This endorsement changes your policy to comply with, or otherwise respond to, Arkansas law.

Therefore, each change made by this endorsement applies only to the extent:

- required by Arkansas statutory or regulatory law; or
- specifically described in the part of this endorsement which makes that change.

As a result, if the address shown for you in the Introduction of your policy is outside Arkansas, each change that's made to comply with Arkansas statutory or regulatory law applies only if, and to the extent, your policy provides coverage for:

- a loss of or to, or that results from, property in Arkansas; or
 - a loss that results from your operations in, or which affect, Arkansas;
- and such statutory or regulatory law applies to such coverage.

Do not attach this form to a policy. It is for informational use only.

Table of Contents

	Page
Cancellation	1
Recovering Damages From A Third Party Appraisal Of A Covered Loss Amount In Dispute Under Property Or Other First-Party Protection	2
Lawsuits Against Us - Property Or Other First-Party Protection	3
Arbitration	3
Definition Of Pollutant - Replacement Or Addition As Required	3
Property Protection - Arson Reporting Immunity Act Notice	4
Property Protection - Information Disclosure	4
Property Protection - If Your Building Is Mortgaged	4
Liability Protection - Punitive Damages Exclusion	5
Claims-Made Liability Protection - Claim Information	5
Claims-Made Liability Protection - Extended Reporting Period	5
Professional Liability Protection - Pollution Exclusion - Hostile Fire Smoke Exception	6
Defense Research Institute Lawyers Professional Liability Protection - Claims-Made	6
Other Terms	6

agents. If this isn't possible, notify us by mail and include the date the coverage is to end. The first named insured will get a refund for the unused premium, less a charge for early cancellation. We'll figure your refund in that case by following our customary short-rate schedule in effect. However, we'll keep at least \$100 as a minimum charge. If the policy premium is \$100 or less, no refund will be made.

How we can cancel policies in effect 60 days or less. If your policy has been in effect 60 days or less, we can cancel for any reason during this period. If we do, we'll mail or deliver a notice of cancellation to the first named insured at least 30 days before coverage will end.

How we can cancel policies in effect more than 60 days. If your policy has been in effect more than 60 days, or is a continuation policy, we can cancel only for the following reasons.

1. *Nonpayment of premium.*
2. *Fraud or misrepresentation.* We can cancel if we discover that in obtaining this policy, or presenting a claim under this policy, you or your representative have committed fraud or made a material misrepresentation.
3. *Change in the risk.* We can cancel if, after we have issued or renewed your policy, a material change occurs in the risk we're protecting that increases the hazard we're insuring against.
4. *Violation of local law.* We can cancel if you violate any local fire, health, safety, or building regulation that involves covered property. But only if doing so

Cancellation

The Cancellation section of the General Rules is replaced by the following.

The first named insured can cancel this policy in whole or part at any time.

To cancel, the first named insured must deliver the policy, or the part to be canceled, to us or to any of our authorized

increases any hazard you're insured against.

5. *Nonpayment of membership dues.* We can cancel if you fail to pay required membership dues to an organization where our laws require that you are a member to have this insurance.
6. *Breaking the rules of this policy.* We can cancel this policy if you violate any of this policy's rules.

If we cancel for any of these reasons, we'll mail or deliver a notice to the first named insured. If we cancel for nonpayment of premium, we'll send the notice at least 10 days before coverage will end. If we cancel for any other reason, we'll send the notice at least 30 days before coverage will end. The notice will state the reason for cancellation.

Nonrenewal. If we decide not to renew this policy, we'll mail to the first named insured shown in the Introduction written notice of nonrenewal at least 60 days before:

- its expiration date; or
- its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

We'll also send such notice to any lien holder or loss payee named in your policy.

However, we are not required to send this notice if nonrenewal is due to the first named insured's failure to pay any premium required for renewal.

We'll mail our notice to the mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

But the provisions of this section don't apply to mortgage holders. Instead, refer to the Property Protection - If Your Building Is Mortgaged section of this Arkansas Required Endorsement.

Policies issued for more than one year. We may issue this policy for a period of more than 12 months with the premium adjusted each year using our rates and rules in effect that year.

Unused premium. If this policy is canceled, we'll send any premium refund that's due to the first named insured. We'll figure the premium on a pro-rata basis if:

- we cancel the policy;
- we cancel the policy, but re-issue the policy under another member company of the St. Paul Group;
- the policy is canceled because you no longer have an insurable interest in the property or business operation that's being insured; or
- the policy is canceled after the first year of a policy that was prepaid and written for a period of more than one year.

Cancellation will take effect regardless whether or not we've made or offered a refund.

Special premium refund rules - the minimum amounts we'll keep. If the first named insured cancels the policy for a reason other than one we have just described, we'll refund 90% of the unearned premium figured on a pro-rata basis. But you'll never pay less than the minimum premium that is shown in the Introduction. We'll keep at least \$100 of the unused premium, in most cases, if the first named insured decides to cancel. The following are exceptions:

- We'll keep at least \$250 of any unused premium for Boiler and Machinery or Systems/Equipment Breakdown Protection.
- We'll keep the minimum premium we figured for any annual period for the Premises/Operations Coverage and the Products/Completed Operations Coverage of any Commercial General Liability Protection.
- If Commercial Auto Protection covers only snowmobiles or golfmobiles, we'll keep \$100 or the whole premium we figured for this Commercial Auto Protection.
- If Commercial Auto Protection covers an auto with an attached amusement device, we'll keep the whole premium we figured for the amusement device and at least \$100 for the auto that the device was attached to.

Recovering Damages From A Third Party

The following is added to the Recovering Damages From A Third Party section of the General Rules and changes that section as described.

Any right of recovery will belong to us only after the person or organization protected under your policy that had the loss is fully paid for that loss.

Do not attach this form to a policy. It is for informational use only.

Appraisal Of A Covered Loss Amount In Dispute Under Property Or Other First-Party Protection

The following is added to the Appraisal Of A Covered Loss Amount In Dispute Under Property Or Other First-Party Protection section of the General Rules and changes that section as described:

The Appraisal Of A Covered Loss Amount In Dispute Under Property Or Other First-Party Protection section applies only if both you and we agree to a request for an appraisal. This procedure is voluntary. No demand can be made for an appraisal. Also, the umpire's agreement to one of the appraisals is not binding.

Lawsuits Against Us - Property Or Other First-Party Protection

The following replaces the If your policy provides property or other first-party protection section of the Lawsuits Against Us section of the General Rules.

If your policy provides property or other first-party protection. Any suit to recover on a loss under any property or other first-party protection provided by your policy must begin within the period of time required by law.

Arbitration

If your policy includes any agreement that contains a section that refers to arbitration, that section is replaced by the following.

We can choose either to repair or replace the property or to pay its actual cash value. In case of disagreement between you and us on the actual cash value or the cost of repair or replacement, the matter will be decided by arbitration.

Either party may make a written request for arbitration. However, arbitration will take place only if you and we agree voluntarily to have the value or cost of the property arbitrated. An arbitration decision won't be binding on either party. However, even if there is arbitration, we'll still retain our right to deny the claim.

Definition Of Pollutant - Replacement Or Addition As Required

If any insuring agreement, endorsement, or other form in your policy contains an exclusion, limitation, or other coverage provision that applies to pollution, the following definition of pollutant:

- replaces the definition of pollutant, or the definition of pollutants, in that insuring agreement, endorsement, or other form if it contains a definition of that term; or
- is added to that insuring agreement, endorsement, or other form if it doesn't contain a definition of pollutant and it doesn't contain a definition of pollutants; whenever Arkansas law applies to determine whether that exclusion, limitation, or other coverage provision applies to a claim, suit, or loss. This change is in response to Arkansas case law that has interpreted such exclusions, limitations, or other coverage provisions without this wording.

Pollutant means any solid, liquid, gaseous, or thermal substance or material, including smoke, vapors, soot, fumes, acids, alkalis, chemicals, and waste, that has an actual, alleged, or threatened irritating or contaminating effect on any person or property.

Pollutant includes any such substance or material, regardless of whether or not:

- the substance or material, or the particular form, type, or source of the substance or material, involved in the claim, suit, or loss is specifically identified or described in this definition, such as waste from manufacturing operations;
- the substance or material has or had a function in any business, operations, premises, or work site of yours or any other person or organization protected under this agreement, such as perchloroethylene (perc) for a dry cleaning business;
- the substance or material represents a major source of potential liability, loss, or damage for you or any other person or organization protected under this agreement, such as gasoline for a gasoline station; or
- you or any other person or organization protected under this agreement expects or considers the substance or material to be a pollutant.

Do not attach this form to a policy. It is for informational use only.

Property Protection - Arson Reporting Immunity Act Notice

The Arson Reporting Immunity Act (Acts 1981, No. 123) provides that federal, state, county, or municipal agencies responsible for investigating fires may, by written request, require an insurer to release information relating to fire losses. Such information may include, but is not limited to, premium payment records, previous claim history, and fire loss investigative material. In addition, any insurer having reason to believe that a fire loss may be of other than accidental cause shall, in writing, notify an authorized agency of such finding. An insurer, or any person acting on its behalf, is immune from civil or criminal liability for any statement or action required by the Statute where actual malice is not present.

Insurers are required to make written disclosures of the Statute's requirements when a policy covering the fire exposure is issued. Also, an insurer providing information to an authorized agency must notify the insured within ninety (90) days and provide the named insured with a copy of the report sent to the agency.

Property Protection - Information Disclosure

If fire loss occurs, we are required by state law to furnish relevant information relating to the loss to any state or federal law enforcement or other agency which has responsibility for investigation of fires if:

- the agency requests the information, or
- after investigating the fire, we have reason to believe it was not of accidental origin.

If we provide information to a fire investigation agency, we will:

- notify you of that action within 30 days; and
- send you a copy of the report.

Property Protection - If Your Building Is Mortgaged

Your policy may include a property protection agreement which contains an If Your Building Is Mortgaged, or similarly titled, section. If it does, that section is replaced by the following.

If the Coverage Summary identifies a mortgage holder, this section applies. We'll make payments for losses to you and any mortgage holder based on the interest each has in the covered property.

Rights of a mortgage holder. A mortgage holder's right to receive payment won't be affected by any of the following:

- your actions or inactions, or those of the building's owner;
- foreclosure or other similar proceedings;
- changes in title; or
- use of the building for a more hazardous purpose than allowed by this agreement.

If you fail to make a claim for your loss to your building, your mortgage holder can make a claim by submitting a Proof Of Loss Statement. The same rules and conditions that apply to you will apply to the mortgage holder.

We'll consider trustees to have the same rights as mortgage holders.

Duties of a mortgage holder. Your mortgage holder must notify us upon learning that the insured building is being used for a purpose that increases the risk of damage. Your mortgage holder must also inform us upon learning that the building is being sold or that there's a change in occupancy.

If you fail to pay any premium under this agreement, we can request payment from the mortgage holder. We may also ask your mortgage holder to pay any extra premiums we require because the building is being used for more hazardous activities. If the mortgage holder chooses not to pay this extra premium, coverage will end.

We'll consider trustees to have the same duties as mortgage holders.

Transfer of mortgage holder's rights to us. If we make a payment to your mortgage holder for loss or damage that we claim isn't covered by this agreement, the mortgage holder's rights to recover that amount from you will then belong to us. But that won't affect your mortgage holder's rights to recover the remaining amount of the mortgage debt from you.

We also have the right to pay off the mortgage debt. If we do, we'll take over

Do not attach this form to a policy. It is for informational use only.

the mortgage holder's right to be repaid by you.

Cancellation notice to mortgage holder. We'll cover your mortgage holder's interest in your property for 30 days from the time we give the mortgage holder notice of cancellation of this agreement - 10 days if we're canceling for non-payment of premium.

Nonrenewal notice to mortgage holder. If we decide not to renew this policy, we'll mail or deliver a nonrenewal notice to the mortgage holder:

- as soon as practicable if the nonrenewal is due to the failure of the first named insured to pay the premium required for renewal; or
- 60 days before the expiration date of the policy if we nonrenew the policy for any other reason.

Liability Protection - Punitive Damages Exclusion

Your policy may include a liability agreement that contains a punitive damages exclusion. If it does, that exclusion is replaced by the following.

Punitive damages. We won't cover claims for punitive damages. Punitive damages are damages imposed to punish a wrongdoer and deter others from similar conduct.

Claims-Made Liability Protection - Claim Information

If your policy includes claims-made liability protection, other than medical professional liability protection, the following general rule is added for that protection.

We'll send the first named insured the claim information described below in connection with your claims-made liability protection. But we'll only provide this information for the years you had the claims-made liability protection with us, or for the past three years, whichever is less.

- The amount of loss payments on closed claims, including the date and description of each event.
- The amount of loss reserve and payments on claims that are still open, including the date and description of each event. The reserve amount, if any, is based on our judgment. A reserve amount may be

subject to change and shouldn't be considered as a final settlement value.

- The date and description of each event reported to us for which no amounts have been paid or reserved.

We'll provide this information within 15 days of when we send our notice of cancellation or non-renewal, when we are canceling or electing not to renew the claims-made liability protection. Otherwise, we will provide this information within 30 days after we receive a request for it by the first named insured. However, the request must be received within 60 days after the end of the policy period.

We collect this information for our own business purposes. We do so as carefully and accurately as we can. In giving this information to the first named insured, we don't make any warranties or promises to anyone that this information has no errors. Any cancellation or non-renewal will take effect even if we accidentally provide incorrect information.

Claims-Made Liability Protection - Extended Reporting Period

If your policy includes claims-made liability protection, other than medical professional liability protection, the following changes apply to that insuring agreement to the extent it doesn't already contain them.

1. The following is added to the When This Agreement Covers section of that insuring agreement.

The limited reporting period will be no less than 60 days.

We'll offer an extended reporting period if this agreement is canceled or not renewed for any reason. Such offer will be made even if, at the time of cancellation or nonrenewal, you owe us:

- premium for this agreement; or
- repayment of a deductible under this agreement.

The extended reporting period starts when the limited reporting period ends and doesn't replace the limited reporting period.

The additional premium for any extended reporting period will be figured in

Do not attach this form to a policy. It is for informational use only.

accordance with our rules and rates in effect on the beginning date of the last policy year of this agreement.

An Extended Reporting Period Endorsement will take effect if the additional premium for the extended reporting period is paid when due.

2. The following is added to the How the limits of coverage apply to the limited and extended reporting periods, or similarly titled, section.

Any aggregate or total limit of coverage that applies while this agreement is in effect will be renewed for the extended reporting period. Such aggregate or total limit will be no less than the greater of:

- the amount of that limit remaining as of the ending date of this agreement; or
- 50% of that limit as of the beginning date of this agreement.

Professional Liability Protection - Pollution Exclusion - Hostile Fire Smoke Exception

If your policy includes professional liability protection, and the Pollution exclusion in such protection doesn't provide an exception for hostile fire smoke, the following is added to that exclusion.

However, we won't apply this exclusion to loss that results from hostile fire smoke.

Hostile fire smoke means only the smoke that results from a hostile fire that:

- is at, on, in, or from any premises, site, or location, other than a waste site; and
- is not caused by pollution work being performed by or for the protected person.

Hostile fire means a fire which:

- becomes uncontrollable; or
- breaks out from where it was intended to be.

Waste site means any premises, site, or location that is or was at any time used by or for any protected person or others for the handling, storage, disposal, processing, or treatment of waste.

Pollution work means:

- The testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing of any pollutant; or
- The responding to, or assessing, in any way the effects of any pollutant.

Defense Research Institute Lawyers Professional Liability Protection - Claims-Made

If your policy includes Defense Research Institute Lawyers Professional Liability Protection - Claims-Made, the following is added to the When This Agreement Covers section of that insuring agreement.

We'll also apply the limited reporting period for the last policy year that this agreement is in effect to claims or suits for loss covered by this agreement, or disciplinary proceedings that result in disciplinary proceeding expenses covered by this agreement, that are first made or brought against a protected person, and are first reported to us, during that limited reporting period.

Other Terms

All other terms of your policy remain the same.