

<i>SERFF Tracking Number:</i>	<i>TRVD-125275593</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Athena Assurance Company, ...</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-025958</i>
<i>Company Tracking Number:</i>	<i>2007-06-0053-F</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0001 Commercial Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>Commercial Property</i>		
<i>Project Name/Number:</i>	<i>Property Forms/2007-06-0053-F</i>		

## Filing at a Glance

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

Product Name: Commercial Property	SERFF Tr Num: TRVD-125275593	State: Arkansas
TOI: 01.0 Property	SERFF Status: Closed	State Tr Num: AR-PC-07-025958
Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)	Co Tr Num: 2007-06-0053-F	State Status:
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Authors: Carrie Acuna, Kathleen Pohlman	Disposition Date: 08/31/2007
	Date Submitted: 08/30/2007	Disposition Status: Approved
Effective Date Requested (New): 10/01/2007		Effective Date (New): 10/01/2007
Effective Date Requested (Renewal): 10/01/2007		Effective Date (Renewal): 10/01/2007

## General Information

Project Name: Property Forms	Status of Filing in Domicile: Authorized
Project Number: 2007-06-0053-F	Domicile Status Comments:
Reference Organization: N/A	Reference Number: N/A
Reference Title: N/A	Advisory Org. Circular: N/A
Filing Status Changed: 08/31/2007	
State Status Changed: 08/30/2007	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

The purpose of this filing is to file new and revised endorsements to provide various dollar and percentage deductible options for Windstorm or Hail and Named Storm causes of loss. These endorsements are intended for optional use with any of our Plain English property insuring agreements. Attached is a Forms Index listing the new and revised endorsements with further explanatory detail.

The associated rules have been filed separately under our company filing number 2007-06-0053-R.

SERFF Tracking Number: TRVD-125275593 State: Arkansas  
 First Filing Company: Athena Assurance Company, ... State Tracking Number: AR-PC-07-025958  
 Company Tracking Number: 2007-06-0053-F  
 TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)  
 Product Name: Commercial Property  
 Project Name/Number: Property Forms/2007-06-0053-F

## 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

Athena Assurance Company	CoCode: 41769	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: 41-1435765	

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	

SERFF Tracking Number: TRVD-125275593 State: Arkansas  
First Filing Company: Athena Assurance Company, ... State Tracking Number: AR-PC-07-025958  
Company Tracking Number: 2007-06-0053-F  
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)  
Product Name: Commercial Property  
Project Name/Number: Property Forms/2007-06-0053-F

## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: \$50.00  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
St. Paul Protective Insurance Company	\$50.00	08/30/2007	15364458
St. Paul Fire and Marine Insurance Company	\$0.00	08/30/2007	
St. Paul Guardian Insurance Company	\$0.00	08/30/2007	
St. Paul Mercury Insurance Company	\$0.00	08/30/2007	
Athena Assurance Company	\$0.00	08/30/2007	

*SERFF Tracking Number:* TRVD-125275593      *State:* Arkansas  
*First Filing Company:* Athena Assurance Company, ...      *State Tracking Number:* AR-PC-07-025958  
*Company Tracking Number:* 2007-06-0053-F  
*TOI:* 01.0 Property      *Sub-TOI:* 01.0001 Commercial Property (Fire and Allied Lines)  
  
*Product Name:* Commercial Property  
*Project Name/Number:* Property Forms/2007-06-0053-F

## **Correspondence Summary**

### **Dispositions**

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Llyweyia Rawlins	08/31/2007	08/31/2007

SERFF Tracking Number: TRVD-125275593 State: Arkansas  
First Filing Company: Athena Assurance Company, ... State Tracking Number: AR-PC-07-025958  
Company Tracking Number: 2007-06-0053-F  
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)  
Product Name: Commercial Property  
Project Name/Number: Property Forms/2007-06-0053-F

## Disposition

Disposition Date: 08/31/2007  
Effective Date (New): 10/01/2007  
Effective Date (Renewal): 10/01/2007  
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-125275593 State: Arkansas  
 First Filing Company: Athena Assurance Company, ... State Tracking Number: AR-PC-07-025958  
 Company Tracking Number: 2007-06-0053-F  
 TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)  
 Product Name: Commercial Property  
 Project Name/Number: Property Forms/2007-06-0053-F

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Index of Forms	Approved	Yes
Supporting Document	AR Filing Letter	Approved	Yes
Form	Multiple Deductible Endorsement – Fixed Dollar Deductible	Approved	Yes
Form	Windstorm Or Hail Percentage Deductible Endorsement	Approved	Yes
Form	Named Storm Percentage Deductible Endorsement	Approved	Yes
Form	Windstorm Or Hail Deductible Endorsement	Approved	Yes
Form	Named Storm Deductible Endorsement	Approved	Yes

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 TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)  
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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Multiple Deductible Endorsement – Fixed Dollar Deductible	42764	6-07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 42764, 3-94 Previous Filing #: 1994-07-0026		42764____ 2007-06- 01__BITM. PDF
Approved	Windstorm Or Hail Percentage Deductible Endorsement	F0474	6-07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 42763, 3-94 Previous Filing #: 1994-07-0026		F0474____ 2007-06- 01__BITM. PDF
Approved	Named Storm Percentage Deductible Endorsement	F0483	6-07	Endorsement/Amendment/Conditions New		0.00	F0483____ 2007-06- 01__BITM. PDF
Approved	Windstorm Or Hail Deductible Endorsement	F0484	6-07	Endorsement/Amendment/Conditions New		0.00	F0484____ 2007-06- 01__BITM. PDF
Approved	Named Storm Deductible Endorsement	F0485	6-07	Endorsement/Amendment/Conditions New		0.00	F0485____ 2007-06- 01__BITM. PDF



## WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE ENDORSEMENT

This endorsement changes your Property Protection.

### How Coverage Is Changed

The following is added to the Deductible section. This change adds a windstorm or hail percentage deductible.

**Windstorm or hail percentage deductible.** Your windstorm or hail percentage deductible shown in the applicable Schedule of this endorsement applies to loss or damage to covered property caused directly or indirectly by windstorm or hail, regardless of any other cause or event that contributes concurrently or in any sequence to the loss. If loss or damage by a covered weather condition other than windstorm or hail occurs, and such loss or damage wouldn't have occurred absent the windstorm or hail, we'll consider such loss or damage to be caused by the same windstorm or hail event.

The windstorm or hail deductible applies to any windstorm or hail event. With respect to covered property at a location identified in the applicable Schedule of this endorsement, no other deductible applies to a windstorm or hail event.

The windstorm or hail percentage deductible is calculated separately for, and applies separately to:

- each building, if two or more buildings sustain loss or damage;
- the building and to business personal property in that building, if both sustain loss or damage;
- business personal property at each building, if business personal property at two or more buildings sustains loss or damage; or
- business personal property in the open.

**Newly acquired property.** With respect to property covered under the Newly Acquired Property additional benefit, in determining the amount we'll pay for loss or damage, we'll deduct an amount equal to a percentage of the values of the property at the time of loss. The applicable percentage for Newly Acquired Property is the highest percentage shown in any Schedule of this endorsement for any covered location subject to the windstorm or hail deductible.

### Minimum dollar amount each event deductible.

If a minimum dollar amount each event deductible is shown in the applicable Schedule of this endorsement, that amount is the least we'll deduct in any one event for the locations shown in such Schedule that sustain loss or damage.

### Calculation Of The Deductible – Specific Coverage Other Than Builders Risk

**Specific coverage** means coverage for a specific item of insurance under a separate limit of coverage. For example, each building or personal property in a building is indicated as a separate limit of coverage.

**Property not subject to Value Reporting Forms.** In determining the amount we'll pay for covered loss or damage, we'll deduct an amount equal to 1%, 2%, 3%, 4%, 5%, or 10%, as shown in the applicable Schedule of this endorsement, of the limit of coverage applicable to the property that has sustained loss or damage.

However, if a minimum dollar amount each event deductible is shown in the applicable Schedule of this endorsement, that amount is the least we'll deduct in any one event for the locations shown in such Schedule that sustain loss or damage.

For example:

*The amount of loss to the damaged building is \$60,000.*

*The value of the damaged building at time of loss is \$100,000. The Coinsurance percentage shown in the Coverage Summary is 80%; the minimum Limit of Coverage needed to meet the coinsurance requirement is \$80,000 (80% of \$100,000).*

*The actual Limit of Coverage on the damaged building is \$70,000. Therefore a Coinsurance penalty applies.*

*The percentage deductible is 5%, which is subject to a minimum dollar amount each event deductible of \$25,000.*

Name of Insured

Policy Number

Effective Date

Processing Date

*Step (1): \$70,000 ÷ \$80,000 = .875*

*Step (2): \$60,000 X .875 = \$52,500*

*Step (3): \$70,000 X 5% = \$3,500*

*Step (4): \$52,500 - \$3,500 = \$49,000*

Based on the calculation of the percentage deductible, the most we will pay is \$49,000. The remainder of the loss, \$11,000, is not covered due to the Coinsurance penalty for inadequate insurance (steps (1) and (2)) and the application of the Deductible (steps (3) and (4)).

However, in this case, the percentage deductible is less than the minimum dollar amount each event deductible of \$25,000. So the minimum dollar amount each event deductible applies and the most we'll pay is \$27,500 (\$52,500 - \$25,000).

Example 2:

*The amounts of loss to the damaged property are \$60,000 (building) and \$40,000 (business personal property in building).*

*The value of the damaged building at time of loss is \$100,000. The value of the business personal property in that building is \$80,000. The Coinsurance percentage shown in the Declarations is 80%; the minimum Limits of Coverage needed to meet the coinsurance requirement are \$80,000 (80% of \$100,000) for the building and \$64,000 (80% of \$80,000) for the business personal property.*

*The actual Limits of Coverage on the damaged property are \$80,000 on the building and \$64,000 on the business personal property. Therefore there is no Coinsurance penalty.*

*The percentage deductible is 2%, which is subject to a minimum dollar amount each event deductible of \$25,000.*

**Building**

*Step (1): \$80,000 X 2% = \$1,600*

*Step (2): \$60,000 - \$1,600 = \$58,400*

**Business Personal Property**

*Step (1): \$64,000 X 2% = \$1,280*

*Step (2): \$40,000 - \$1,280 = \$38,720*

Based on the calculation of the percentage deductible, the most we will pay is \$97,120 (\$58,400 + \$38,720). That portion of the total loss not covered due to application of the percentage deductible is \$2,880.

However, in this case, the percentage deductible is less than the minimum dollar amount each event deductible of \$25,000. So the minimum dollar amount each event deductible applies and the most we'll pay is \$75,000 (\$60,000 + \$40,000 = \$100,000 - \$25,000).

**Property Subject to Value Reporting Forms.**

In determining the amount we'll pay for covered loss or damage, we'll deduct an amount equal to 1%, 2%, 3%, 4%, 5%, or 10%, as shown in the Schedule of this endorsement, of the values of the property that has sustained loss or damage. We'll use the latest values shown in the most recent Statement of Values or similar record of values on file with us.

However, if the most recent record of values:

- shows less than the full values of the property on the report dates, we will determine the deductible amount as a percentage of the full value as of the report dates; or
- is not filed with us prior to loss or damage, we will determine the deductible amount as a percentage of the applicable limit of coverage.

If a minimum dollar amount each event deductible is shown in the applicable Schedule of this endorsement, that amount is the least we'll deduct in any one event for the locations shown in such Schedule that sustain loss or damage.

**Calculation Of The Deductible - Blanket Coverage Other Than Builders Risk**

**Blanket coverage** means coverage for two or more items of insurance under a single limit of insurance. For example, one limit of coverage for a building and personal property in that building; or one limit of coverage for two buildings.

**Property not subject to Value Reporting Forms.** In determining the amount that we'll pay for covered loss or damage, we'll deduct an amount equal to 1%, 2%, 3%, 4%, 5%, or 10%, as shown in the applicable Schedule of this endorsement, of the values of the property that has sustained loss or damage. The values to be used are the latest values shown in the most recent Statement of Values or similar record of values on file with us, or if not shown on

the most recent record of values, the values at the time of loss.

However, if a minimum dollar amount each event deductible is shown in the applicable Schedule of this endorsement, that amount is the least we'll deduct in any one event for the locations shown in such Schedule that sustain loss or damage.

For example:

*The amounts of loss to the damaged property are \$40,000 (Building #1) and \$20,000 (Building #2).*

*The sum of the values of Building #1 (\$500,000), Building #2 (\$500,000) and Building #3 (\$1,000,000), as shown in the most recent Statement of Values on file with us, is \$2,000,000.*

*The Coinsurance percentage shown in the property Coverage Summary is 90%; the minimum Blanket Limit of Coverage needed to meet the coinsurance requirement is \$1,800,000 (90% of \$2,000,000).*

*The actual Blanket Limit of Coverage covering Buildings #1, #2 and #3, shown in the property Coverage Summary, is \$1,800,000. Therefore there is no Coinsurance penalty.*

*The percentage deductible is 2%, which is subject to a minimum dollar amount each event deductible of \$50,000.*

**Building #1**

*Step (1): \$500,000 X 2% = \$10,000*

*Step (2): \$40,000 - \$10,000 = \$30,000*

**Building #2**

*Step (1): \$500,000 X 2% = \$10,000*

*Step (2): \$20,000 - \$10,000 = \$10,000*

Based on the calculation of the percentage deductible, the most we will pay is \$40,000 (\$30,000 + \$10,000). That portion of the total loss not covered due to application of the percentage deductible is \$20,000.

However, in this case, the minimum dollar amount each event deductible is \$50,000, so the most we'll pay is \$10,000 (\$40,000 + \$20,000 = \$60,000 - \$50,000).

Example 2:

*Locations 1 and 2 have sustained damage from the same event. The amounts of loss are:*

*Location 1: Building #1 \$45,000; and Business Personal Property at Building #1 \$25,000. .*

*Location 2: Building #1 \$100,000; and Business Personal Property at Building #1 \$100,000.*

*Location 1: The sum of the values of Building #1 (\$500,000), Building #2 (\$500,000), Business Personal Property at Building #1 (\$250,000) and Business Personal Property at Building #2 (\$250,000), as shown in the most recent Statement of Values on file with us, is \$1,500,000.*

*Location 2: The sum of the values of Building #1 (\$800,000), Building #2 (\$500,000), Business Personal Property at Building #1 (\$400,000) and Business Personal Property at Building #2 (\$150,000), as shown in the most recent Statement of Values on file with us, is \$1,850,000.*

*The sum of all Building and Business Personal Property values at locations 1 and 2 is \$3,350,000. The Coinsurance percentage shown in the property Coverage Summary is 90%; the minimum Blanket Limit of Coverage needed to meet the coinsurance requirement is \$3,015,000 (90% of \$3,350,000).*

*The actual Blanket Limit of Coverage covering Locations 1 and 2, shown in the property Coverage Summary, is \$3,100,000. Therefore, there is no Coinsurance penalty.*

*The Deductible is 5%, which is subject to a minimum dollar amount each event deductible of \$75,000.*

**Location 1 - Building #1**

*Step (1): \$500,000 X 5% = \$25,000*

*Step (2): \$45,000 - \$25,000 = \$20,000*

**Location 1 - Business Personal Property at Building #1**

*Step (1): \$250,000 X 5% = \$12,500*

*Step (2): \$25,000 - \$12,500 = \$12,500*

### *Location 2 – Building #1*

*Step (1):* \$800,000 X 5% = \$40,000

*Step (2):* \$100,000 – \$40,000 = \$60,000

### *Location 2 – Business Personal Property at Building#1*

*Step (1):* \$400,000 X 5% = \$20,000

*Step (2):* \$100,000 – \$20,000 = \$80,000

Based on the calculation of the percentage deductible, the most we will pay is \$172,500 (\$20,000 + \$12,500 + \$60,000 + \$80,000) That portion of the loss not covered due to application of the percentage deductible is \$97,500. The percentage deductible applies since it is greater than the minimum dollar amount each event deductible of \$75,000.

### *Property subject to Value Reporting Forms.*

In determining the amount that we'll pay for covered loss or damage, we'll deduct an amount equal to 1%, 2%, 3%, 4%, 5%, or 10%, as shown in the applicable Schedule of this endorsement, of the values of the property that has sustained loss or damage. We'll use the latest values shown in the most recent Statement of Values or similar record of values on file with us.

However, if the most recent record of values:

- shows less than the full values of the property on the report dates, we will determine the deductible amount as a percentage of the full value(s) as of the report dates; or
- is not filed with us prior to loss or damage, we will determine the deductible amount as a percentage of the applicable limit of coverage.

If a minimum dollar amount each event deductible is shown in the applicable Schedule of this endorsement, that amount is the least we'll deduct in any one event for the locations shown in such Schedule that sustain loss or damage.

### **Calculation Of The Deductible – Builders Risk Coverage**

#### *Builders Risk Other Than Reporting Form.*

In determining the amount that we'll pay for covered loss or damage, we'll deduct an amount equal to 1%, 2%, 3%, 4%, 5%, or 10%, as shown in the applicable Schedule of this endorsement, of the actual cash value of the property that has sustained loss or damage. The least we'll deduct in any one event for all property that has sustained loss or damage is the minimum dollar amount each event deductible shown in the applicable Schedule of this endorsement.

#### *Builders Risk Reporting Form.*

In determining the amount that we'll pay for covered loss or damage, we'll deduct an amount equal to 1%, 2%, 3%, 4%, 5%, or 10%, as shown in the applicable Schedule of this endorsement, of the values of the property that has sustained loss or damage. We'll use the actual cash values shown in the most recent Statement of Values or similar record of values on file with us.

However, if the most recent record of values:

- shows less than the actual cash values of the property on the report date, we will determine the deductible amount as a percentage of the actual cash values as of the report date; or
- is not filed with us prior to loss or damage, we will determine the deductible amount as a percentage of the actual cash value of the property as of the time of loss or damage.

If a minimum dollar amount each event deductible is shown in the applicable Schedule of this endorsement, that amount is the least we'll deduct in any one event for the locations shown in such Schedule that sustain loss or damage.

### **Other Terms**

All other terms of your policy remain the same.

**SCHEDULE**

**SCHEDULE NO. 1**  
**Location Detail**

**DEDUCTIBLE PERCENTAGE**  
**(1%, 2%, 3%, 4%, 5%, or 10%)**

**Minimum Dollar Amount Each Event Deductible: \$**

**SCHEDULE NO. 2**  
**Location Detail**

**DEDUCTIBLE PERCENTAGE**  
**(1%, 2%, 3%, 4%, 5%, or 10%)**

**Minimum Dollar Amount Each Event Deductible: \$**

**SCHEDULE NO. 3**  
**Location Detail**

**DEDUCTIBLE PERCENTAGE**  
**(1%, 2%, 3%, 4%, 5%, or 10%)**

**Minimum Dollar Amount Each Event Deductible: \$**

**SCHEDULE NO. 4**  
**Location Detail**

**DEDUCTIBLE PERCENTAGE**  
**(1%, 2%, 3%, 4%, 5%, or 10%)**

**Minimum Dollar Amount Each Event Deductible: \$**

## NAMED STORM PERCENTAGE DEDUCTIBLE ENDORSEMENT

This endorsement changes your Property Protection.

### How Coverage Is Changed

The following is added to the Deductible section. This change adds a Named Storm percentage deductible.

**Named Storm percentage deductible.** Your Named Storm percentage deductible shown in the applicable Schedule of this endorsement applies to loss or damage to covered property caused directly or indirectly by a Named Storm, regardless of any other cause or event that contributes concurrently or in any sequence to the loss. If loss or damage by a covered weather condition other than a Named Storm occurs, and such loss or damage wouldn't have occurred absent the Named Storm, we'll consider such loss or damage to be caused by the same Named Storm event.

The Named Storm deductible applies to any Named Storm event. With respect to covered property at a location identified in the applicable Schedule of this endorsement, no other deductible applies to a Named Storm event.

The Named Storm percentage deductible is calculated separately for, and applies separately to:

- each building, if two or more buildings sustain loss or damage;
- the building and to business personal property in that building, if both sustain loss or damage;
- business personal property at each building, if business personal property at two or more buildings sustains loss or damage; or
- business personal property in the open.

**Newly acquired property.** With respect to property covered under the Newly Acquired Property additional benefit, in determining the amount we'll pay for loss or damage, we'll deduct an amount equal to a percentage of the values of the property at the time of loss. The applicable percentage for Newly Acquired Property is the highest percentage shown in any Schedule of this endorsement for any covered location subject to the Named Storm deductible.

*Named Storm* means a storm system that has been declared and named a tropical storm or hurricane by the:

- National Hurricane Center; or
- Central Pacific Hurricane Center; of the National Weather Service. It includes any tornado or any other wind event caused by or resulting from the Named Storm.

**Minimum dollar amount each event deductible.** If a minimum dollar amount each event deductible is shown in the applicable Schedule of this endorsement, that amount is the least we'll deduct in any one event for the locations shown in such Schedule that sustain loss or damage.

### Calculation Of The Deductible – Specific Coverage Other Than Builders Risk

*Specific coverage* means coverage for a specific item of insurance under a separate limit of coverage. For example, each building or personal property in a building is indicated as a separate limit of coverage.

*Property Not Subject to Value Reporting Forms.* In determining the amount we'll pay for covered loss or damage, we'll deduct an amount equal to 1%, 2%, 3%, 4%, 5%, or 10%, as shown in the applicable Schedule of this endorsement, of the limit of coverage applicable to the property that has sustained loss or damage.

However, if a minimum dollar amount each event deductible is shown in the applicable Schedule of this endorsement, that amount is the least we'll deduct in any one event for the locations shown in such Schedule that sustain loss or damage.

For example:

*The amount of loss to the damaged building is \$60,000.*

*The value of the damaged building at time of loss is \$100,000. The Coinsurance percentage shown in the Coverage Summary is 80%; the minimum Limit of Coverage*

Name of Insured

Policy Number

Effective Date

Processing Date

*needed to meet the coinsurance requirement is \$80,000 (80% of \$100,000).*

*The actual Limit of Coverage on the damaged building is \$70,000. Therefore a Coinsurance penalty applies.*

*The percentage deductible is 5%, which is subject to a minimum dollar amount each event deductible of \$25,000.*

*Step (1): \$70,000 ÷ \$80,000 = .875*

*Step (2): \$60,000 X .875 = \$52,500*

*Step (3): \$70,000 X 5% = \$3,500*

*Step (4): \$52,500 - \$3,500 = \$49,000*

Based on the calculation of the percentage deductible, the most we will pay is \$49,000. The remainder of the loss, \$11,000, is not covered due to the Coinsurance penalty for inadequate insurance (steps (1) and (2)) and the application of the Deductible (steps (3) and (4)).

However, in this case, the percentage deductible is less than the minimum dollar amount each event deductible of \$25,000. So the minimum dollar amount each event deductible applies and the most we'll pay is \$27,500 (\$52,500 - \$25,000).

Example 2:

*The amounts of loss to the damaged property are \$60,000 (building) and \$40,000 (business personal property in building).*

*The value of the damaged building at time of loss is \$100,000. The value of the business personal property in that building is \$80,000. The Coinsurance percentage shown in the Declarations is 80%; the minimum Limits of Coverage needed to meet the coinsurance requirement are \$80,000 (80% of \$100,000) for the building and \$64,000 (80% of \$80,000) for the business personal property.*

*The actual Limits of Coverage on the damaged property are \$80,000 on the building and \$64,000 on the business personal property. Therefore there is no Coinsurance penalty.*

*The percentage deductible is 2%, which is subject to a minimum dollar amount each event deductible of \$25,000.*

**Building**

*Step (1): \$80,000 X 2% = \$1,600*

*Step (2): \$60,000 - \$1,600 = \$58,400*

**Business Personal Property**

*Step (1): \$64,000 X 2% = \$1,280*

*Step (2): \$40,000 - \$1,280 = \$38,720*

Based on the calculation of the percentage deductible, the most we will pay is \$97,120 (\$58,400 + \$38,720). That portion of the total loss not covered due to application of the percentage deductible is \$2,880.

However, in this case, the percentage deductible is less than the minimum dollar amount each event deductible of \$25,000. So the minimum dollar amount each event deductible applies and the most we'll pay is \$75,000 (\$60,000 + \$40,000 = \$100,000 - \$25,000).

**Property Subject to Value Reporting Forms.**

In determining the amount we'll pay for covered loss or damage, we'll deduct an amount equal to 1%, 2%, 3%, 4%, 5%, or 10%, as shown in the Schedule of this endorsement, of the values of the property that has sustained loss or damage. We'll use the latest values shown in the most recent Statement of Values or similar record of values on file with us.

However, if the most recent record of values:

- shows less than the full values of the property on the report dates, we will determine the deductible amount as a percentage of the full value as of the report dates; or
- is not filed with us prior to loss or damage, we will determine the deductible amount as a percentage of the applicable limit of coverage.

If a minimum dollar amount each event deductible is shown in the applicable Schedule of this endorsement, that amount is the least we'll deduct in any one event for the locations shown in such Schedule that sustain loss or damage.

**Calculation Of The Deductible - Blanket Coverage Other Than Builders Risk**

*Blanket coverage* means coverage for two or more items of insurance under a single limit of insurance. For example, one limit of coverage for a building and personal property in that building; or one limit of coverage for two buildings.

**Property Not Subject to Value Reporting Forms.** In determining the amount that we'll pay for covered loss or damage, we'll deduct an amount equal to 1%, 2%, 3%, 4%, 5%, or 10%, as shown in the applicable Schedule of this endorsement, of the values of the property that has sustained loss or damage. The values to be used are the latest values shown in the most recent Statement of Values or similar record of values on file with us, or if not shown on the most recent record of values, the values at the time of loss.

However, if a minimum dollar amount each event deductible is shown in the applicable Schedule of this endorsement, that amount is the least we'll deduct in any one event for the locations shown in such Schedule that sustain loss or damage.

For example:

*The amounts of loss to the damaged property are \$40,000 (Building #1) and \$20,000 (Building #2).*

*The sum of the values of Building #1 (\$500,000), Building #2 (\$500,000) and Building #3 (\$1,000,000), as shown in the most recent Statement of Values on file with us, is \$2,000,000.*

*The Coinsurance percentage shown in the property Coverage Summary is 90%; the minimum Blanket Limit of Coverage needed to meet the coinsurance requirement is \$1,800,000 (90% of \$2,000,000).*

*The actual Blanket Limit of Coverage covering Buildings #1, #2 and #3, shown in the property Coverage Summary, is \$1,800,000. Therefore there is no Coinsurance penalty.*

*The percentage deductible is 2%, which is subject to a minimum dollar amount each event deductible of \$50,000.*

#### **Building #1**

*Step (1):  $\$500,000 \times 2\% = \$10,000$*

*Step (2):  $\$40,000 - \$10,000 = \$30,000$*

#### **Building #2**

*Step (1):  $\$500,000 \times 2\% = \$10,000$*

*Step (2):  $\$20,000 - \$10,000 = \$10,000$*

Based on the calculation of the percentage deductible, the most we will pay is \$40,000 (\$30,000 + \$10,000). That portion of the

total loss not covered due to application of the percentage deductible is \$20,000.

However, in this case, the minimum dollar amount each event deductible is \$50,000, so the most we'll pay is \$10,000 (\$40,000 + \$20,000 = \$60,000 - \$50,000).

Example 2:

*Locations 1 and 2 have sustained damage from the same event. The amounts of loss are:*

*Location 1: Building #1 \$45,000; and Business Personal Property at Building #1 \$25,000. .*

*Location 2: Building #1 \$100,000; and Business Personal Property at Building #1 \$100,000.*

*Location 1: The sum of the values of Building #1 (\$500,000), Building #2 (\$500,000), Business Personal Property at Building #1 (\$250,000) and Business Personal Property at Building #2 (\$250,000), as shown in the most recent Statement of Values on file with us, is \$1,500,000.*

*Location 2: The sum of the values of Building #1 (\$800,000), Building #2 (\$500,000), Business Personal Property at Building #1 (\$400,000) and Business Personal Property at Building #2 (\$150,000), as shown in the most recent Statement of Values on file with us, is \$1,850,000.*

*The sum of all Building and Business Personal Property values at locations 1 and 2 is \$3,350,000. The Coinsurance percentage shown in the property Coverage Summary is 90%; the minimum Blanket Limit of Coverage needed to meet the coinsurance requirement is \$3,015,000 (90% of \$3,350,000).*

*The actual Blanket Limit of Coverage covering Locations 1 and 2, shown in the property Coverage Summary, is \$3,100,000. Therefore, there is no Coinsurance penalty.*

*The Deductible is 5%, which is subject to a minimum dollar amount each event deductible of \$75,000.*

#### **Location 1 – Building #1**

*Step (1):  $\$500,000 \times 5\% = \$25,000$*

*Step (2): \$45,000 – \$25,000 = \$20,000*

*Location 1 – Business Personal Property at Building #1*

*Step (1): \$250,000 X 5% = \$12,500*

*Step (2): \$25,000 – \$12,500 = \$12,500*

*Location 2 – Building #1*

*Step (1): \$800,000 X 5% = \$40,000*

*Step (2): \$100,000 – \$40,000 = \$60,000*

*Location 2 – Business Personal Property at Building#1*

*Step (1): \$400,000 X 5% = \$20,000*

*Step (2): \$100,000 – \$20,000 = \$80,000*

Based on the calculation of the percentage deductible, the most we will pay is \$172,500 (\$20,000 + \$12,500 + \$60,000 + \$80,000) That portion of the loss not covered due to application of the percentage deductible is \$97,500. The percentage deductible applies since it is greater than the minimum dollar amount each event deductible of \$75,000.

***Property Subject to Value Reporting Forms.***

In determining the amount that we'll pay for covered loss or damage, we'll deduct an amount equal to 1%, 2%, 3%, 4%, 5%, or 10%, as shown in the applicable Schedule of this endorsement, of the values of the property that has sustained loss or damage. We'll use the latest values shown in the most recent Statement of Values or similar record of values on file with us.

However, if the most recent record of values:

- shows less than the full values of the property on the report dates, we will determine the deductible amount as a percentage of the full value(s) as of the report dates; or
- is not filed with us prior to loss or damage, we will determine the deductible

amount as a percentage of the applicable limit of coverage.

If a minimum dollar amount each event deductible is shown in the applicable Schedule of this endorsement, that amount is the least we'll deduct in any one event for the locations shown in such Schedule that sustain loss or damage.

**Calculation Of The Deductible – Builders Risk Coverage**

***Builders Risk Other Than Reporting Form.***

In determining the amount that we'll pay for covered loss or damage, we'll deduct an amount equal to 1%, 2%, 3%, 4%, 5%, or 10%, as shown in the applicable Schedule of this endorsement, of the actual cash value of the property that has sustained loss or damage. The least we'll deduct in any one event for all property that has sustained loss or damage is the minimum dollar amount each event deductible shown in the applicable Schedule of this endorsement.

***Builders Risk Reporting Form.***

In determining the amount that we'll pay for covered loss or damage, we'll deduct an amount equal to 1%, 2%, 3%, 4%, 5%, or 10%, as shown in the applicable Schedule of this endorsement, of the values of the property that has sustained loss or damage. We'll use the actual cash values shown in the most recent Statement of Values or similar record of values on file with us.

However, if the most recent record of values:

- shows less than the actual cash values of the property on the report date, we will determine the deductible amount as a percentage of the actual cash values as of the report date; or
- is not filed with us prior to loss or damage, we will determine the deductible amount as a percentage of the actual cash value of the property as of the time of loss or damage.

**Other Terms**

All other terms of your policy remain the same.

**SCHEDULE**

**SCHEDULE NO. 1**  
**Location Detail**

**DEDUCTIBLE PERCENTAGE**  
**(1%, 2%, 3%, 4%, 5%, or 10%)**

**Minimum Dollar Amount Each Event Deductible: \$**

**SCHEDULE NO. 2**  
**Location Detail**

**DEDUCTIBLE PERCENTAGE**  
**(1%, 2%, 3%, 4%, 5%, or 10%)**

**Minimum Dollar Amount Each Event Deductible: \$**

**SCHEDULE NO. 3**  
**Location Detail**

**DEDUCTIBLE PERCENTAGE**  
**(1%, 2%, 3%, 4%, 5%, or 10%)**

**Minimum Dollar Amount Each Event Deductible: \$**

**SCHEDULE NO. 4**  
**Location Detail**

**DEDUCTIBLE PERCENTAGE**  
**(1%, 2%, 3%, 4%, 5%, or 10%)**

**Minimum Dollar Amount Each Event Deductible: \$**

## WINDSTORM OR HAIL DEDUCTIBLE ENDORSEMENT

This endorsement changes your Property Protection insuring agreement.

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### How Coverage Is Changed

The following is added to the Deductible section. This change adds a windstorm or hail deductible.

**Windstorm or hail deductible.** Your windstorm or hail deductible shown in the Coverage Summary applies to loss or damage to covered property caused directly or indirectly by windstorm or hail, regardless of any other cause or event that contributes concurrently or in any sequence to the loss. If loss or damage by a covered weather condition other than windstorm or hail occurs, and such loss or damage wouldn't have occurred absent the windstorm or hail, we'll consider such loss or damage to be caused by the same windstorm or hail event.

The windstorm or hail deductible applies to any windstorm or hail event. With respect to covered property at a location to which a windstorm or hail deductible is shown in the Coverage Summary, no other deductible applies to a windstorm or hail event.

If loss or damage occurs at more than one location and is the result of one windstorm or hail event, we'll apply the largest deductible shown in the Coverage Summary to your covered loss.

### Other Terms

All other terms of your policy remain the same.

## NAMED STORM DEDUCTIBLE ENDORSEMENT

This endorsement changes your Property Protection insuring agreement.

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### How Coverage Is Changed

The following is added to the Deductible section. This change adds a Named Storm deductible.

**Named Storm deductible.** Your Named Storm deductible shown in the Coverage Summary applies to loss or damage to covered property caused directly or indirectly by a Named Storm, regardless of any other cause or event that contributes concurrently or in any sequence to the loss. If loss or damage by a covered weather condition other than a Named Storm occurs, and such loss or damage wouldn't have occurred absent the Named Storm, we'll consider such loss or damage to be caused by the same Named Storm event.

The Named Storm deductible applies to any Named Storm event. With respect to covered property at a location to which a Named Storm deductible is shown in the

Coverage Summary, no other deductible applies to a Named Storm event.

If loss or damage occurs at more than one location and is the result of one Named Storm event, we'll apply the largest deductible shown in the Coverage Summary to your covered loss.

*Named Storm* means a storm system that has been declared and named a tropical storm or hurricane by the:

- National Hurricane Center; or
- Central Pacific Hurricane Center; of the National Weather Service. It includes any tornado or any other wind event caused by or resulting from the Named Storm.

### Other Terms

All other terms of your policy remain the same.

*SERFF Tracking Number:* TRVD-125275593      *State:* Arkansas  
*First Filing Company:* Athena Assurance Company, ...      *State Tracking Number:* AR-PC-07-025958  
*Company Tracking Number:* 2007-06-0053-F  
*TOI:* 01.0 Property      *Sub-TOI:* 01.0001 Commercial Property (Fire and Allied Lines)  
*Product Name:* Commercial Property  
*Project Name/Number:* Property Forms/2007-06-0053-F

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVD-125275593

State: Arkansas

First Filing Company: Athena Assurance Company, ...

State Tracking Number: AR-PC-07-025958

Company Tracking Number: 2007-06-0053-F

TOI: 01.0 Property

Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)

Product Name: Commercial Property

Project Name/Number: Property Forms/2007-06-0053-F

## Supporting Document Schedules

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

**Attachments:**

CW NAIC Transmittal Doc \_F\_.pdf

NAIC Form Filing Schedule.pdf

<b>Satisfied -Name:</b>	Index of Forms	<b>Review Status:</b>	Approved	08/31/2007
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**Comments:**

**Attachment:**

Forms Index Countrywide #1.pdf

<b>Satisfied -Name:</b>	AR Filing Letter	<b>Review Status:</b>	Approved	08/31/2007
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**Comments:**

**Attachment:**

Ar Filing Letter - Form.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:	
	<input type="checkbox"/> New Business	
	<input type="checkbox"/> Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>	<b>Group NAIC #</b>
Travelers	3548

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
St. Paul Fire & Marine Insurance Company	MN	24767	41-0406690	
St. Paul Mercury Insurance Company	MN	24791	41-0881659	
St. Paul Guardian Insurance Company	MN	24775	41-0963301	
St. Paul Protective Insurance Company	IL	19224	36-2542404	
Athena Assurance Company	MN	41769	41-1435765	

<b>5. Company Tracking Number</b>	2007-06-0053-F
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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
Kathy Pohlman 385 Washington St. St. Paul MN 55102	Senior Regulatory Analyst	651-310-5573 800-328-2189 Ext. 05573	651-310-4361	kpohlman@travelers.com

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

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

9. Type of Insurance (TOI)	1.0000 Property
10. Sub-Type of Insurance (Sub-TOI)	1.0001 Commercial
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	N/A
12. Company Program Title (Marketing title)	N/A
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: October 1, 2007      Renewal: October 1, 2007
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	August 30, 2007
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

**Property & Casualty Transmittal Document—**

<b>20. This filing transmittal is part of Company Tracking #</b>	2007-06-0053-F
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<b>21. Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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The purpose of this filing is to file new and revised endorsements to provide various dollar and percentage deductible options for Windstorm or Hail and Named Storm causes of loss. These endorsements are intended for optional use with any of our Plain English property insuring agreements. Attached is a Forms Index listing the new and revised endorsements with further explanatory detail.

The associated rules have been filed separately under our company filing number 2007-06-0053-R.

<b>22. Filing Fees</b> (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.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>2007-06-0053-F</b>			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	<b>N/A</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	Multiple Deductible Endorsement – Fixed Dollar Deductible	42764 Ed. 6-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	47264 Ed. 3-94	1994-07-0026
02	Windstorm or Hail Percentage Deductible Endorsement	F0474 Ed. 6-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	42763 Ed. 3-94	1994-07-0026
03	Named Storm Percentage Deductible Endorsement	F0483 Ed. 6-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A - New	N/A - New
04	Windstorm or Hail Deductible Endorsement	F0484 Ed. 6-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A - New	N/A - New
05	Named Storm Deductible Endorsement	F0485 Ed. 6-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A - New	N/A - New
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		

FORMS INDEX

Filing # 2007-06-0053

FORM TITLE	NEW FORM #	OLD FORM #	TYPE OF FORM	DESCRIPTION OF FORM REVISION
Multiple Deductible Endorsement – Fixed Dollar Deductible	42764 6-07	42764 3-94	E-PR-O	Due to the creation of the new forms, this endorsement has been revised to state that it does not apply to windstorm or hail or Named Storm deductibles.
Windstorm Or Hail Percentage Deductible Endorsement	F0474 6-07	42763 3-94	E-PR-O	This new optional endorsement replaces our current optional endorsement 42763 which we are withdrawing with this filing. The new endorsement provides for additional windstorm or hail percentage deductible options of 3%, 4%, and 10%, along with the option of having the percentage deductible subject to a minimum dollar deductible. The endorsement contains a schedule which provides the ability to afford different options by location or groups of locations.
Named Storm Percentage Deductible Endorsement	F0483 6-07	New	E-PR-O	This is a new optional endorsement that provides for Named Storm percentage deductible. The definition of the term “Named Storm” has been included in the endorsement. Percentage deductible options of 1%, 2%, 3%, 4%, 5% and 10% are available, along with the option of having the percentage deductible subject to a minimum dollar deductible. The endorsement contains a schedule which provides the ability to afford different options by location or groups of locations.
Windstorm Or Hail Deductible Endorsement	F0484 6-07	New	E-PR-O	This is a new optional endorsement that provides for a windstorm or hail dollar deductible. Previously the option to have a separate deductible for windstorm or hail would be handled by the Multiple Deductible Endorsement – Fixed Dollar Deductible endorsement 42764 (discussed below).
Named Storm Deductible Endorsement	F0485 6-07	New	E-PR-O	This is a new optional endorsement that provides for a Named Storm dollar deductible. The definition of the term “Named Storm” has been included in the endorsement.

The following explains the Coding Items used in this Forms Transmittal Supplement:

Type of Form	E -PR- O	E	=	Endorsement
		PR	=	Property Line of Business
		M or O	=	Mandatory or Optional



Kathy Pohlman  
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, MC 9275-NB14L  
St. Paul, MN 55102  
Email:kpohlman@travelers.com

August 30, 2007

Commissioner Julie Benafield Bowman  
Commissioner of Insurance  
State of Arkansas  
1200 West Third Street  
3<sup>rd</sup> and Cross  
Little Rock, AR 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**  
**ATHENA ASSURANCE COMPANY – 3548 - 41769**  
Commercial Property  
Form Filing  
**Our Company Filing Number: 2007-06-0053-F**

Dear Madam:

In compliance with the insurance laws and regulations in your state, our company respectfully submits the enclosed material for your review.

The purpose of this filing is to file new and revised endorsements to provide various dollar and percentage deductible options for Windstorm or Hail and Named Storm causes of loss. These endorsements are intended for optional use with any of our Plain English property insuring agreements. Attached is a Forms Index listing the new and revised endorsements with further explanatory detail.

The associated rules were not required to be filed with your state.

We plan to implement this filing with respect to policies effective on or after October 1, 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  
Senior Regulatory Analyst  
KP/jrk  
Enclosures