

SERFF Tracking Number: AMLX-125236667 State: Arkansas  
Filing Company: American Alternative Insurance Corporation State Tracking Number: AR-PC-07-025490  
Company Tracking Number: GLAR0231501F01  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: Hospice and Community Care Insurance Services Prog  
Project Name/Number: GL - Misc Proprietary Forms/Rules Filing/GLAR0231501F01

## Filing at a Glance

Company: American Alternative Insurance Corporation

Product Name: Hospice and Community Care SERFF Tr Num: AMLX-125236667 State: Arkansas

Insurance Services Prog

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: AR-PC-07-025490

Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: GL AR0231501F01

State Status:

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith

Roberts, Brittany Yielding

Author: SPI

Disposition Date: 09/21/2007

AmericanAlternativeInsurance

Date Submitted: 07/18/2007

Disposition Status: Approved

Effective Date Requested (New): 10/01/2007

Effective Date (New):

Effective Date Requested (Renewal):

Effective Date (Renewal):

## General Information

Project Name: GL - Misc Proprietary Forms/Rules Filing

Status of Filing in Domicile:

Project Number: GL AR0231501F01

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 09/21/2007

State Status Changed: 07/18/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

American Alternative Insurance Corporation is submitting for your review and approval, the enclosed General Liability form filing. This filing applies to our Hospice and Community Care Insurance Services Program which is currently on file with your department.

The purpose of this filing is to introduce the following new endorsements:

\* HGL322 (02/07) Supplemental Extended Reporting Period Endorsement - Sublimated Sexual Abuse Vicarious Liability

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## Coverage

- \* HGL323 (02/07) Sublimited Sexual Abuse Vicarious Liability Coverage - Claims Made
- \* HGL325 (03/07) Hired and Non-Owned Auto Liability (Including Patient's/Client's Autos)

Please refer to the enclosed forms explanatory memorandum for more details.

We propose that this filing apply to all policies effective on or after October 1, 2007.

Should you have any questions or need any additional information, please do not hesitate to ask. Thank you in advance for your prompt attention to this filing.

Sincerely,

Melissa Jacobson  
State Filings Analyst  
(609) 243-4840  
mjacobson@munichreamerica.com

## Company and Contact

### Filing Contact Information

Melissa Jacobson, State Filing Analyst  
555 College Road East  
Princeton, NJ 08543-5241  
mjacobson@munichreamerica.com  
(800) 305-4954 [Phone]  
(609) 275-2147[FAX]

### Filing Company Information

American Alternative Insurance Corporation  
555 College Road East  
Princeton,, NJ 08543-5241  
(800) 305-4954 ext. [Phone]

CoCode: 19720  
Group Code: 361  
Group Name: Munich Re Group  
FEIN Number: 52-2048110  
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State of Domicile: Delaware  
Company Type:  
State ID Number:

## Filing Fees

*SERFF Tracking Number:* AMLX-125236667      *State:* Arkansas  
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*Fee Required?* Yes  
*Fee Amount:* \$150.00  
*Retaliatory?* No  
*Fee Explanation:*  
*Per Company:* No

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	09/21/2007	09/21/2007

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	07/19/2007	07/19/2007	SPI AmericanAlternativ eInsurance	09/11/2007	09/11/2007



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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Forms Explanatory Memorandum	Approved	Yes
Supporting Document	AR - FORM FILING ABSTRACT F-1	Approved	Yes
Supporting Document	AR - CERTIFICATE OF COMPLIANCE - (AID PC SelfCert (4/30/03))	Approved	Yes
Supporting Document	AR - NAIC FORM FILING SCHEDULE	Approved	Yes
Form	Supplemental Extended Reporting Period Endorsement - Sublimited Sexual Abuse Vicarious Liability Coverage	Approved	Yes
Form (revised)	Sublimited Sexual Abuse Vicarious Liability Coverage - Claims Made - Arkansas	Approved	Yes
Form	Sublimited Sexual Abuse Vicarious Liability Coverage - Claims Made	Approved	Yes
Form	Hired and Non-Owned Auto Liability (Including Patient's or Client's Autos)	Approved	Yes
Form	Sexual Abuse Vicarious Liability Coverage - Arkansas	Approved	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 07/19/2007  
Submitted Date 07/19/2007  
Respond By Date

Dear Melissa Jacobson,

This will acknowledge receipt of the captioned filing.

Please refer to Form HGL323 page 4, F1.a. which states "reasons other than non-payment of premium." Please be advised that AR Code Anno. 23-79-306 (3) mandates that the optional extended reported be offered and put into effect if requested and premium is paid for that endorsement, for cancellation/termination for any reason, including non-payment of premium.

Also, please refer to #2 under same provision which states that the extended reporting periods "do not increase or reinstate" the limit of liability. AR Code Anno. 23-79-306 (6) states that the limit of liability for optional ERP must be the greater of the limit remaining or reinstated to 50% of the expiring policy aggregate.

Please amend...Thanks!

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 09/11/2007  
Submitted Date 09/11/2007

Dear Edith Roberts,

### Comments:

Thank you for your letter of July 19th.

## Response 1

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Comments: We have revised HGL323 to be Arkansas specific to comply with AR Code Anno. 23-79-306 (3) and AR Code Anno. 23-79-306 (6) . Also, we have revised HGL311 to be Arkansas specific to comply with the above noted codes. Both forms are attached for your review.

**Changed Items:**

No Supporting Documents changed.

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Sublimated Sexual Abuse Vicarious Liability Coverage - Claims Made - Arkansas	HGLAR3	(08/07)	Endorsement/Amendment/Conditions	New		0	HGLAR3.PDF
<b>Previous Version</b>							
Sublimated Sexual Abuse Vicarious Liability Coverage - Claims Made	HGL323	(02/07)	Endorsement/Amendment/Conditions	New		0	HGL323.PDF
Sexual Abuse Vicarious Liability Coverage - Arkansas	HGLAR2	(08/07)	Endorsement/Amendment/Conditions	Replaced		0	HGLAR2.PDF

No Rate/Rule Schedule items changed.

If you have any other concerns regarding this filing, please let me know.

Thank you!

Melissa Jacobson  
 State Filing Analyst

Sincerely,

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SPI AmericanAlternativeInsurance

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 Project Name/Number: GL - Misc Proprietary Forms/Rules Filing/GLAR0231501F01

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Supplemental Extended Reporting Period Endorsement - Sublimited Sexual Abuse Vicarious Liability Coverage	HGL322	(02/07)	Endorsement/Amendment/Conditions New		0.00	HGL322.PDF
Approved	Sublimited Sexual Abuse Vicarious Liability Coverage - Claims Made - Arkansas	HGLAR3	(08/07)	Endorsement/Amendment/Conditions New		0.00	HGLAR3.PDF
Approved	Hired and Non-Owned Auto Liability (Including Patient's or Client's Autos)	HGL325	(03/07)	Endorsement/Amendment/Conditions New		0.00	HGL325.PDF
Approved	Sexual Abuse Vicarious Liability Coverage - Arkansas	HGLAR2	(08/07)	Endorsement/Amendment/Conditions Replaced	Replaced Form #: HGL311 Previous Filing #:	0.00	HGLAR2.PDF

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT - SUBLIMITED SEXUAL ABUSE VICARIOUS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

HOSPICE AND HOME HEALTH CARE LIABILITY COVERAGE FORM  
SUBLIMITED SEXUAL ABUSE VICARIOUS LIABILITY COVERAGE ENDORSEMENT

### **SCHEDULE**

Supplemental Extended Reporting Period:  1 year  3 years  5 years  
Premium: \$ \_\_\_\_\_

[If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.]

- A.** A Supplemental Extended Reporting Period for the period of time indicated in the above Schedule is provided for **COVERAGE F. SUBLIMITED SEXUAL ABUSE VICARIOUS LIABILITY** as described in the **EXTENDED REPORTING PERIODS – SUBLIMITED SEXUAL ABUSE VICARIOUS LIABILITY** provision. This insurance applies to a “claim” for damages first made within the period of time indicated in the above Schedule and after the end of the Basic Extended Reporting Period of the Sublimited Sexual Abuse Vicarious Liability Coverage endorsement, provided that the “claim” is for damages arising out of a “sexual abuse occurrence” that happened before the end of the policy period but not before the Retroactive Date shown in the Schedule of such endorsement.
- B.** Paragraph D.2.a.(2) in the **Other Insurance** Condition of the **SUBLIMITED SEXUAL ABUSE VICARIOUS LIABILITY COVERAGE** endorsement is replaced by the following:
- (2) Any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, or any other insurance whose policy period begins or continues after the Supplemental Extended Reporting Period takes effect. This provision does not apply to other insurance written specifically to apply in excess of this insurance.
- C.** This endorsement will not take effect unless the additional premium indicated in the Schedule above is paid when due. If that premium is paid when due, this endorsement may not be cancelled.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **SEXUAL ABUSE VICARIOUS LIABILITY COVERAGE - ARKANSAS**

**COVERAGE F. PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY.**

This endorsement modifies insurance provided under the following:  
HOSPICE AND HOME HEALTH CARE LIABILITY COVERAGE FORM

### **SCHEDULE**

Sexual Abuse Vicarious Liability Coverage Retroactive Date:

A. The following coverage is added, all other terms and conditions of the Coverage Form remain unchanged unless otherwise stated:

### **COVERAGE F. SEXUAL ABUSE VICARIOUS LIABILITY**

#### **1. Insuring Agreement**

- a. We will pay those sums that you become legally obligated to pay as damages because of "sexual abuse" resulting from a "sexual abuse occurrence" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages because of "sexual abuse" to which this insurance does not apply. We may, at our discretion, investigate any "sexual abuse occurrence" and settle any "claim" or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
  - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B, C or F**.  
No other obligation or liability to pay sums or to perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A, B, C and F** or medical expenses under **COVERAGE D**.
- b. This insurance applies to injury arising out of "sexual abuse" only if:
  - (1) The "sexual abuse occurrence" takes place in the "coverage territory";
  - (2) The "sexual abuse occurrence" did not occur before the Retroactive Date shown in the above Schedule or after the end of the policy period; and
  - (3) A "claim" for damages because of the "sexual abuse occurrence" is first made against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under the **EXTENDED REPORTING PERIODS - SEXUAL ABUSE VICARIOUS LIABILITY**.
- c. A "claim" by a person or organization seeking damages will be deemed to have been made at the earliest of the following times:
  - (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first;
  - (2) When we receive written notice of a "sexual abuse occurrence" which may reasonably give rise to a "claim" under this insurance; or

(3) When we make settlement in accordance with Paragraph 1.a. above.

All "claims" for damages because of "sexual abuse" to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "sexual abuse", will be deemed to have been made at the time the first of those "claims" is made against any insured.

## 2. Exclusions Applicable to Coverage F

- a. All exclusions under **COVERAGE A, B and C** apply to **COVERAGE F.**, except that the **Sexual Abuse Exclusion** under **COVERAGE A** and **COVERAGE B** and Exclusion c.(2) under **COVERAGE C** shall not apply.
- b. The following exclusion applies to **COVERAGE F** and replaces the **Contractual Liability Exclusion** under **COVERAGE A** and **COVERAGE B** and Exclusion b. under **COVERAGE C**:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

- c. In addition to Paragraphs a. and b. above, the following exclusions also apply to **COVERAGE F**:

This insurance does not apply to:

- (1) The indemnification of any perpetrator for "sexual abuse" with respect to any "claim" based on or arising out of such "sexual abuse". Such insured is not covered under this endorsement as respects such "claim", however we will defend an insured for covered civil action subject to the terms of this endorsement until either a judgment or final adjudication establishes such an act of "sexual abuse", or the insured confirms such act.
- (2) Any "claim" arising from "sexual abuse" by an insured or anyone for whom the insured is legally responsible committed after initial knowledge by any of your supervisors, officers, directors or trustees, whether the "sexual abuse" was before or after such person was hired by you or became your responsibility. But this exclusion does not apply if the initial knowledge is only possessed by the supervisor, officer, director or trustee who committed such "sexual abuse".
- (3) Costs, expenses, fines or penalties incidental to or arising from any criminal investigation or proceeding regarding the "sexual abuse occurrence".
- (4) Any obligation to pay fines, penalties, punitive damages, exemplary damages, aggravated or multiple damages.
- (5) Any "claim" made against an insured by another insured.

B. With respect to this endorsement, any reference in this Coverage Form to **SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND C** is amended to read **SUPPLEMENTARY PAYMENTS - COVERAGES A, B, C AND F**.

C. The following changes are made to **LIMITS OF INSURANCE (SECTION III)** with respect to the insurance provided by this endorsement:

1. Paragraph 2.c. is amended to read:

- c. Damages under **COVERAGE B, COVERAGE C** and **COVERAGE F**.

2. Paragraph 5. is deleted and replaced by the following:

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence or Medical Incident Limit is the most we will pay for the sum of:

- a. Damages under **COVERAGE A, COVERAGE C** and **COVERAGE F**; and
- b. Medical expenses under **COVERAGE D**

because of all injury arising out of any one "sexual abuse occurrence".

- D. With respect to this endorsement, under **CONDITIONS (Section IV)**:
1. The phrase "sexual abuse occurrence(s)" replaces the word "occurrence(s)" in the following conditions: **Duties In the Event of Medical Incident, Occurrence, Offense, Claim or Suit and Non-Stacking of Limits**.
  2. The following **Other Insurance** Condition is added and supersedes any provision to the contrary:

**Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under **COVERAGE F**, our obligations are limited as follows:

**Excess Insurance**

This insurance is excess over:

- a. Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (1) That is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to injury arising out of "sexual abuse" on other than a claims-made basis, if:
    - (a) No Retroactive Date is shown in the Declarations or Schedule of this insurance; or
    - (b) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations or Schedule of this insurance.
  - (2) Any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, except other insurance written specifically to apply in excess of this insurance.

When this insurance is excess, we will have no duty under **COVERAGE F** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

- E. The following condition is added to **CONDITIONS (SECTION IV)**:

**Your Right To Claim And Sexual Abuse Occurrence Information**

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding claims-made coverage for sexual abuse vicarious liability we have issued to you during the previous three years:

- a. A list or other record of each "sexual abuse occurrence", not previously reported to any other insurer, of which we were notified in accordance with Paragraph 2.a. of the **Section IV – Duties In The Event Of Medical Incident, Occurrence, Offense, Claim Or Suit Condition**. We will include the date and brief description of the "sexual abuse occurrence" if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable General Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

If we cancel or elect not to renew this coverage, we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of receipt of the request.

We compile "claim" and "sexual abuse occurrence" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or non-renewal will be effective even if we inadvertently provide inaccurate information.

- F. With respect to this endorsement, the following provision is added and supersedes any other provision to the contrary:

#### **EXTENDED REPORTING PERIODS - SEXUAL ABUSE VICARIOUS LIABILITY**

1. You have the option to purchase an Extended Reporting Period endorsement, as described below, if:
  - a. This endorsement is cancelled or nonrenewed; or
  - b. We renew or replace this endorsement with insurance that:
    - (1) Has a Retroactive Date later than the date shown in the above Schedule; or
    - (2) Does not apply to injury arising out of a "sexual abuse occurrence" on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" under **COVERAGE F** arising from a "sexual abuse occurrence" that occurs before the end of the policy period but not before the Retroactive Date shown in the above Schedule.

Once in effect, Extended Reporting Periods may not be cancelled.

3. A Basic Extended Reporting period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for sixty days with respect to "claims" arising out of "sexual abuse occurrences" not previously reported to us. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

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

4. a. With respect to **COVERAGE F**, a Supplemental Extended Reporting Period of one (1), three (3) or five (5) years is available, but only by endorsement and for an additional charge. The Supplemental Extended Reporting Period starts when the Basic Extended Reporting Period ends.
  - b. You must give us a written request for the endorsement within 60 days after the end of the policy period or the date of termination of the policy or applicable coverage, whichever comes first. The Supplemental Extended Reporting Period does not go into effect unless you pay the additional premium promptly when due.

- c. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
  - (1) The exposures insured;
  - (2) Previous types and amounts of insurance;
  - (3) Limits of insurance available under this policy for future payment of damages; and
  - (4) Other related facts.
- d. The limit of liability in the aggregate for the Supplemental Extended Reporting Period endorsement shall be no less than the greater of the amount of coverage remaining in the expiring aggregate or 50% of the aggregate at policy inception.
- e. The Supplemental Extended Reporting Period Endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

G. Under **DEFINITIONS (SECTION VI)**:

- 1. The following is added to the definition of "occurrence":  
With respect to **COVERAGE F. SEXUAL ABUSE VICARIOUS LIABILITY**, "occurrence" means "sexual abuse occurrence".
- 2. The first sentence of the definition of "suit" is amended to read:  
"Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury", or injury arising out of a "medical incident" or "sexual abuse occurrence" to which this insurance applies is alleged.
- 3. "Sexual abuse occurrence" means an incident or "medical incident" or any number of incidents or "medical incidents" of "sexual abuse" by one person or the same group of people, regardless of the number of times this activity took place, the number of persons alleging "claims" or the number of locations in which this activity took place. The date of the first such incident of "sexual abuse" shall be deemed to be the date of "sexual abuse occurrence".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **HIRED AUTO AND NON-OWNED AUTO LIABILITY (INCLUDING PATIENT'S/CLIENTS AUTOS)**

This endorsement modifies insurance provided under the following:

HOSPICE AND HOME HEALTH CARE LIABILITY COVERAGE FORM

The following coverage is added, all other terms and conditions remain as is unless otherwise stated in this endorsement.

### **A. HIRED AUTO AND NON-OWNED AUTO LIABILITY**

The insurance provided under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE** applies to "bodily injury" or "property damage":

1. Arising out of the maintenance or use of a "hired auto", or
2. Arising out of the use of a "non-owned auto",  
by you or your "employees" or "volunteer workers" in the course of your business operations.  
Use includes operation and "loading and unloading".

### **B. With respect to the insurance provided by this endorsement:**

1. The following exclusions in Exclusions Applicable to Coverage A. do not apply: Contractual Liability; Liquor Liability; Employer's Liability; Aircraft, Auto or Watercraft; Mobile Equipment; and Damage To Property
2. The following exclusions are added to paragraph 2. Exclusions Applicable to Coverage A.:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages assumed in a contract or agreement that is an "insured contract, provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

- b. "Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to your business operations; or
- (2) Your "volunteer worker"; or
- (3) The spouse, child, parent, brother or sister of that "employee" or "volunteer worker" as a consequence of paragraph (1) or (2) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay the damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

- c. "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or

(2) Property in the care, custody or control of the insured.

This exclusion does not apply to property owned by a patient.

- d. "Bodily injury" or "property damage" resulting from the handling of property:
  - (1) Before it is moved from the place where it is accepted by the insured for movement into or onto the "hired auto" or "non-owned auto"; or
  - (2) After it is moved from the "non-owned auto" to the place where it is finally delivered by the insured.
- e. "Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the "hired auto" or "non-owned auto."

C. For the purposes of this endorsement only, **WHO IS AN INSURED (SECTION II)** is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

- 1. You.
- 2. With respect to a "non-owned auto", any partner or "executive officer" of yours, but only while the "non-owned auto" is being used in your business operations.
- 3. Any other person or organization while using a "hired auto" or a "non-owned auto" with your permission, but only if their use is within the scope of your permission. With respect to "loading and unloading", only you or your "employees" or "volunteer workers" are insured.
- 4. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under paragraphs 1., 2. or 3. above.

None of the following is an insured:

- 1. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" or co-"volunteer worker" of such person injured in the course of employment;
- 2. If you are an individual, you with respect to any "auto" owned by you or a member of your household.
- 3. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
- 4. Any person while employed in or otherwise engaged in performing duties related to the conduct of an "auto business", other than an "auto business" you operate;
- 5. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
- 6. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

D. The following changes apply to **LIMITS OF INSURANCE (SECTION III)**:

- 1. Subparagraph 2.c. is amended to read:
  - c. Damages under **COVERAGE B, COVERAGE C** and the **HIRED AND NON-OWNED AUTO LIABILITY COVERAGE**.
- 2. Subparagraph 5.a. is amended to read:
  - a. Damages under **COVERAGE A, COVERAGE B** and the **HIRED AND NON-OWNED AUTO LIABILITY COVERAGE**.

E. For the purposes of this endorsement only, the definition of "insured contract" in **DEFINITIONS (SECTION VI)** is amended by the addition of the following:

9. "Insured contract" means that part of any contract or agreement entered into, as part of your business operations, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

F. For the purposes of this endorsement only, the following are added to **DEFINITIONS (SECTION VI)**:

1. "Auto business" means the business or occupation of selling, repairing, servicing, storing, or parking "autos".
2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your "volunteer workers", your partners or your "executive officers", or members of their households.
3. "Non-owned auto" means any "auto" you do not own, lease, hire, rent, or borrow which is used in connection with your business operations. This includes "autos" owned by your "employees", your "volunteer workers", your partners or your "executive officers", or members of their households, but only while used in your business operations. "Non-owned auto" also includes any "auto" owned by your patient or client but only while used in connection with your business operations by your "employee" or your "volunteer worker".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **SEXUAL ABUSE VICARIOUS LIABILITY COVERAGE - ARKANSAS**

**COVERAGE F. PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY.**

This endorsement modifies insurance provided under the following:  
HOSPICE AND HOME HEALTH CARE LIABILITY COVERAGE FORM

### **SCHEDULE**

Sexual Abuse Vicarious Liability Coverage Retroactive Date:

A. The following coverage is added, all other terms and conditions of the Coverage Form remain unchanged unless otherwise stated:

### **COVERAGE F. SEXUAL ABUSE VICARIOUS LIABILITY**

#### **1. Insuring Agreement**

- a. We will pay those sums that you become legally obligated to pay as damages because of "sexual abuse" resulting from a "sexual abuse occurrence" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages because of "sexual abuse" to which this insurance does not apply. We may, at our discretion, investigate any "sexual abuse occurrence" and settle any "claim" or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
  - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B, C or F**.  
No other obligation or liability to pay sums or to perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A, B, C and F** or medical expenses under **COVERAGE D**.
- b. This insurance applies to injury arising out of "sexual abuse" only if:
  - (1) The "sexual abuse occurrence" takes place in the "coverage territory";
  - (2) The "sexual abuse occurrence" did not occur before the Retroactive Date shown in the above Schedule or after the end of the policy period; and
  - (3) A "claim" for damages because of the "sexual abuse occurrence" is first made against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under the **EXTENDED REPORTING PERIODS - SEXUAL ABUSE VICARIOUS LIABILITY**.
- c. A "claim" by a person or organization seeking damages will be deemed to have been made at the earliest of the following times:
  - (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first;
  - (2) When we receive written notice of a "sexual abuse occurrence" which may reasonably give rise to a "claim" under this insurance; or

(3) When we make settlement in accordance with Paragraph 1.a. above.

All "claims" for damages because of "sexual abuse" to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "sexual abuse", will be deemed to have been made at the time the first of those "claims" is made against any insured.

## 2. Exclusions Applicable to Coverage F

- a. All exclusions under **COVERAGE A, B and C** apply to **COVERAGE F.**, except that the **Sexual Abuse Exclusion** under **COVERAGE A** and **COVERAGE B** and Exclusion c.(2) under **COVERAGE C** shall not apply.
- b. The following exclusion applies to **COVERAGE F** and replaces the **Contractual Liability Exclusion** under **COVERAGE A** and **COVERAGE B** and Exclusion b. under **COVERAGE C**:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

- c. In addition to Paragraphs a. and b. above, the following exclusions also apply to **COVERAGE F**:

This insurance does not apply to:

- (1) The indemnification of any perpetrator for "sexual abuse" with respect to any "claim" based on or arising out of such "sexual abuse". Such insured is not covered under this endorsement as respects such "claim", however we will defend an insured for covered civil action subject to the terms of this endorsement until either a judgment or final adjudication establishes such an act of "sexual abuse", or the insured confirms such act.
- (2) Any "claim" arising from "sexual abuse" by an insured or anyone for whom the insured is legally responsible committed after initial knowledge by any of your supervisors, officers, directors or trustees, whether the "sexual abuse" was before or after such person was hired by you or became your responsibility. But this exclusion does not apply if the initial knowledge is only possessed by the supervisor, officer, director or trustee who committed such "sexual abuse".
- (3) Costs, expenses, fines or penalties incidental to or arising from any criminal investigation or proceeding regarding the "sexual abuse occurrence".
- (4) Any obligation to pay fines, penalties, punitive damages, exemplary damages, aggravated or multiple damages.
- (5) Any "claim" made against an insured by another insured.

B. With respect to this endorsement, any reference in this Coverage Form to **SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND C** is amended to read **SUPPLEMENTARY PAYMENTS - COVERAGES A, B, C AND F**.

C. The following changes are made to **LIMITS OF INSURANCE (SECTION III)** with respect to the insurance provided by this endorsement:

1. Paragraph 2.c. is amended to read:

- c. Damages under **COVERAGE B, COVERAGE C** and **COVERAGE F**.

2. Paragraph 5. is deleted and replaced by the following:

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence or Medical Incident Limit is the most we will pay for the sum of:

- a. Damages under **COVERAGE A, COVERAGE C** and **COVERAGE F**; and
- b. Medical expenses under **COVERAGE D**

because of all injury arising out of any one "sexual abuse occurrence".

- D. With respect to this endorsement, under **CONDITIONS (Section IV)**:
1. The phrase "sexual abuse occurrence(s)" replaces the word "occurrence(s)" in the following conditions: **Duties In the Event of Medical Incident, Occurrence, Offense, Claim or Suit and Non-Stacking of Limits**.
  2. The following **Other Insurance** Condition is added and supersedes any provision to the contrary:

**Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under **COVERAGE F**, our obligations are limited as follows:

**Excess Insurance**

This insurance is excess over:

- a. Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (1) That is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to injury arising out of "sexual abuse" on other than a claims-made basis, if:
    - (a) No Retroactive Date is shown in the Declarations or Schedule of this insurance; or
    - (b) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations or Schedule of this insurance.
  - (2) Any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, except other insurance written specifically to apply in excess of this insurance.

When this insurance is excess, we will have no duty under **COVERAGE F** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

- E. The following condition is added to **CONDITIONS (SECTION IV)**:

**Your Right To Claim And Sexual Abuse Occurrence Information**

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding claims-made coverage for sexual abuse vicarious liability we have issued to you during the previous three years:

- a. A list or other record of each "sexual abuse occurrence", not previously reported to any other insurer, of which we were notified in accordance with Paragraph 2.a. of the **Section IV – Duties In The Event Of Medical Incident, Occurrence, Offense, Claim Or Suit Condition**. We will include the date and brief description of the "sexual abuse occurrence" if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable General Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

If we cancel or elect not to renew this coverage, we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of receipt of the request.

We compile "claim" and "sexual abuse occurrence" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or non-renewal will be effective even if we inadvertently provide inaccurate information.

- F. With respect to this endorsement, the following provision is added and supersedes any other provision to the contrary:

#### **EXTENDED REPORTING PERIODS - SEXUAL ABUSE VICARIOUS LIABILITY**

1. You have the option to purchase an Extended Reporting Period endorsement, as described below, if:
  - a. This endorsement is cancelled or nonrenewed; or
  - b. We renew or replace this endorsement with insurance that:
    - (1) Has a Retroactive Date later than the date shown in the above Schedule; or
    - (2) Does not apply to injury arising out of a "sexual abuse occurrence" on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" under **COVERAGE F** arising from a "sexual abuse occurrence" that occurs before the end of the policy period but not before the Retroactive Date shown in the above Schedule.

Once in effect, Extended Reporting Periods may not be cancelled.

3. A Basic Extended Reporting period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for sixty days with respect to "claims" arising out of "sexual abuse occurrences" not previously reported to us. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

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

4. a. With respect to **COVERAGE F**, a Supplemental Extended Reporting Period of one (1), three (3) or five (5) years is available, but only by endorsement and for an additional charge. The Supplemental Extended Reporting Period starts when the Basic Extended Reporting Period ends.
  - b. You must give us a written request for the endorsement within 60 days after the end of the policy period or the date of termination of the policy or applicable coverage, whichever comes first. The Supplemental Extended Reporting Period does not go into effect unless you pay the additional premium promptly when due.

- c. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
  - (1) The exposures insured;
  - (2) Previous types and amounts of insurance;
  - (3) Limits of insurance available under this policy for future payment of damages; and
  - (4) Other related facts.
- d. The limit of liability in the aggregate for the Supplemental Extended Reporting Period endorsement shall be no less than the greater of the amount of coverage remaining in the expiring aggregate or 50% of the aggregate at policy inception.
- e. The Supplemental Extended Reporting Period Endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

G. Under **DEFINITIONS (SECTION VI)**:

- 1. The following is added to the definition of "occurrence":  
With respect to **COVERAGE F. SEXUAL ABUSE VICARIOUS LIABILITY**, "occurrence" means "sexual abuse occurrence".
- 2. The first sentence of the definition of "suit" is amended to read:  
"Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury", or injury arising out of a "medical incident" or "sexual abuse occurrence" to which this insurance applies is alleged.
- 3. "Sexual abuse occurrence" means an incident or "medical incident" or any number of incidents or "medical incidents" of "sexual abuse" by one person or the same group of people, regardless of the number of times this activity took place, the number of persons alleging "claims" or the number of locations in which this activity took place. The date of the first such incident of "sexual abuse" shall be deemed to be the date of "sexual abuse occurrence".



SERFF Tracking Number: AMLX-125236667 State: Arkansas  
Filing Company: American Alternative Insurance Corporation State Tracking Number: AR-PC-07-025490  
Company Tracking Number: GLAR0231501F01  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: Hospice and Community Care Insurance Services Prog  
Project Name/Number: GL - Misc Proprietary Forms/Rules Filing/GLAR0231501F01

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 09/21/2007

**Comments:**

**Attachment:**

AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF

**Satisfied -Name:** Forms Explanatory Memorandum **Review Status:** Approved 09/21/2007

**Comments:**

**Attachment:**

Forms Explanatory Memorandum.PDF

**Satisfied -Name:** AR - FORM FILING ABSTRACT F-1 **Review Status:** Approved 09/21/2007

**Comments:**

**Attachment:**

AR - FORM FILING ABSTRACT F-1.PDF

**Satisfied -Name:** AR - CERTIFICATE OF COMPLIANCE - (AID PC SelfCert (4/30/03)) **Review Status:** Approved 09/21/2007

**Comments:**

**Attachment:**

AR - CERTIFICATE OF COMPLIANCE - (AID PC SelfCert (4\_30\_03)).PDF

**Satisfied -Name:** AR - NAIC FORM FILING SCHEDULE **Review Status:** Approved 09/21/2007

**Comments:**

**Attachment:**

*SERFF Tracking Number:*      *AMLX-125236667*                      *State:*                      *Arkansas*  
*Filing Company:*              *American Alternative Insurance Corporation*      *State Tracking Number:*      *AR-PC-07-025490*  
*Company Tracking Number:*      *GLAR0231501F01*  
*TOI:*                      *17.0 Other Liability - Claims Made/Occurrence*      *Sub-TOI:*                      *17.0001 Commercial General Liability*  
*Product Name:*              *Hospice and Community Care Insurance Services Prog*  
*Project Name/Number:*      *GL - Misc Proprietary Forms/Rules Filing/GLAR0231501F01*

**AR - NAIC FORM FILING SCHEDULE.PDF**



## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

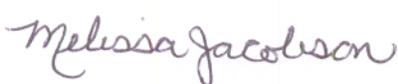
<b>3. Group Name</b>	<b>Group NAIC #</b>
Munich Re Group	0361

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
American Alternative Insurance Corporation	DE	19720	52-2048110	

<b>5. Company Tracking Number</b>	GL AR0231501F01
-----------------------------------	-----------------

**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Melissa R. Jacobson 555 College Road East Princeton NJ 08543-5241	State Filing Analyst	800-305-4954 Ext. 4840	609-275-2147	mjacobson@munichreamerica.com

7. Signature of authorized filer	
----------------------------------	--

8. Please print name of authorized filer	Melissa R. Jacobson
--	---------------------

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

9. Type of Insurance (TOI)	17.0 Other Liability - Claims Made/Occurrence
10. Sub-Type of Insurance (Sub-TOI)	17.0001 Commercial General Liability
11. State Specific Product code(s) (if applicable) [See State Specific Requirements]	N/A
12. Company Program Title (Marketing Title)	Hospice and Community Care Insuranc Eservices Program
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: 10/01/2007      Renewal: 10/01/2007
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	07/18/2007
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	GL AR0231501F01
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<b>21.</b>	<b>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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American Alternative Insurance Corporation is submitting for your review and approval, the enclosed General Liability form filing. This filing applies to our Hospice and Community Care Insurance Services Program which is currently on file with your department.

The purpose of this filing is to introduce the following new endorsements:

- \* HGL322 (02/07) Supplemental Extended Reporting Period Endorsement - Sublimited Sexual Abuse Vicarious Liability Coverage
- \* HGL323 (02/07) Sublimited Sexual Abuse Vicarious Liability Coverage - Claims Made
- \* HGL325 (03/07) Hired and Non-Owned Auto Liability (Including Patient's/Client's Autos)

Please refer to the enclosed forms explanatory memorandum for more details.

We propose that this filing apply to all policies effective on or after October 1, 2007.

Should you have any questions or need any additional information, please do not hesitate to ask. Thank you in advance for your prompt attention to this filing.

Sincerely,

Melissa Jacobson  
 State Filings Analyst  
 (609) 243-4840  
 mjacobson@munichreamerica.com

<b>22.</b>	<b>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]				
<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;"><b>Check #:</b></td> <td>0018431456</td> </tr> <tr> <td><b>Amount:</b></td> <td>\$150.00</td> </tr> </table> <p style="text-align: center; margin-top: 20px;"><b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b></p>		<b>Check #:</b>	0018431456	<b>Amount:</b>	\$150.00
<b>Check #:</b>	0018431456				
<b>Amount:</b>	\$150.00				

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

Countrywide HOSPICE  
MISCELLANEOUS PROPRIETARY FORMS FILING

<b>Form Title</b>	<b>Proposed Form</b>	<b>Replaced Form</b>	<b>Coverage Changes*</b>	<b>Rate Impact</b>	<b>Mandatory or Optional</b>	<b>Description or Changes</b>
Supplemental Extended Reporting Period Endorsement-Sublimited Sexual Abuse Vicarious Liability Coverage	HGL322 (02-07)	New	Broadens	No	Optional	This endorsement provides for an Extended Reporting Period to apply to Sublimited Sexual Abuse Vicarious Liability Coverage.
Sublimited Sexual Abuse Vicarious Liability Coverage-Claims Made	HGL323 (02-07)	New	Broadens	No	Optional	This endorsement allows for Sexual Abuse Vicarious Liability to be written on a sublimit.
Hired and Non-Owned Auto Liability (Including Patient's or Client's Autos)	HGL325 (03-07)	New	Broadens	No	Optional	This endorsement provides Hired Auto and Non-Owned Auto Liability Coverage including coverage for patient's or client's autos when used in business by employees or volunteers.

Countrywide HOSPICE  
MISCELLANEOUS PROPRIETARY FORMS FILING

**Rule  
Change**

Yes

Yes

Yes

**ARKANSAS INSURANCE DEPARTMENT**  
**FORM FILING ABSTRACT**

**ALL QUESTIONS MUST BE ANSWERED**

Companies filing for a group may use a consolidated abstract if all forms are identical.

1. Date Filed 07/18/2007

2. Company Name(s) American Alternative Insurance Corporation

Group Name Munich Re Group NAIC No. 19720 Group No. 0361

3. (a) Annual Statement Line of Business Number (Page 14) 17.0

(b) Class of Business General Liability

© Coverages Affected General Liability Coverages

4. (a) Name of Advisory Organization, if any ISO

(b) Affiliations with Advisory Organization: Member (  ) Subscriber (  )

5. Is this a reference filing? Yes (  ) No (  ) If yes, please provide the following:

(a) Name of Advisory Organization (or Affiliated Company)

(b) Date of Filing \_\_\_\_\_

© Filing Designation Number or Description \_\_\_\_\_

**PROVIDE THE INFORMATION REQUESTED ON PAGE 2 OF THIS FORM**

7. Has the form(s) been approved for use in your domiciliary state and/or other states?  
Pending in domiciliary state - Delaware

8. Is the form filed in response to or due to legislation? If so, specify legislation.  
No

9. Is the form in response to or due to recent court decisions? If so, give citation.  
No

THIS INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Melissa Jacobson*

\_\_\_\_\_  
**Signature**

Melissa R. Jacobson

\_\_\_\_\_  
**Title**

800-305-4954

\_\_\_\_\_  
**Telephone Number**

Old Form No.	Proposed Effective Date of New Form	New Form No.	Title of the Form(s); also Indicate Withdrawals: Provide Synopsis of Coverage
	10/01/2007	HGL322 (02/07)	Supplemental Extended Reporting Period Endorsement - Sublimited Sexual Abuse Vicarious Liability Coverage
	10/01/2007	HGL323 (02/07)	Sublimited Sexual Abuse Vicarious Liability Coverage - Claims Made
	10/01/2007	HGL325 (03/07)	Hired and Non-Owned Auto Liability (Including Patient's or Client's Autos)

**ARKANSAS CERTIFICATE OF COMPLIANCE**

*(You may print or type the information required by this form)*



I, Stephen J. Corbett, Vice President of  
*(Name) (Title of Authorized Officer)*

American Alternative Insurance Corporation  
*(Name of Insurer)*

declare that I am authorized to execute and file this certificate of compliance and do hereby certify that I am knowledgeable of the legal requirements under Arkansas law applicable to the insurance forms that are the subject of this filing and further aver:

1. Upon information and belief, I certify that the insurance forms filed herewith are complete and comply with all Arkansas laws, including the:

- a. Arkansas Code Annotated;
- b. Arkansas Rules and Regulations;
- c. Arkansas Insurance Bulletins, Directives and Orders;
- d. Applicable filing requirements including the applicable product standards set forth in the product checklists; and
- e. Rulings and decisions of any court of this state.

2. I understand and acknowledge that the Commissioner will rely upon this certificate and if it is subsequently determined that any form filed herewith is false or misleading, appropriate corrective action shall be taken by the commissioner against the company.

3. Pursuant to Ark. Code Ann. § 23-79-109(a)(1)(C), I understand that by certifying that a form complies with paragraph 1 hereof, it is not to be taken by the undersigned or by my company as meaning that any insurance effected by use of such form may in any fashion be inconsistent with the statutory and common law of Arkansas.

4. Pursuant to Ark. Code Ann. §23-79-118, I understand and acknowledge that any insurance policy, rider, endorsement or other insurance form filed under this certificate, that is subsequently issued to an insured, and contains any condition or provision not in compliance with the requirements of the laws of the State of Arkansas, as set forth in paragraph 1 hereof, shall be construed and applied in accordance with such condition or provision as would have applied if the policy, rider, endorsement or form had been in full compliance with the law.

Does this Certification apply to all the companies in this filing? <i>(Yes or No)</i> •	Yes
---	-----

If "NO", to which companies does this Certification apply?

Company Name(s)	NAIC #

Company Tracking Number • GL AR0231501F01	
Signature of Authorized Officer •	
Name of Authorized Officer •	Stephen J. Corbett
Title of Authorized Officer •	Vice President
Email address of Authorized Officer •	scorbett@munichreamerica.com
Telephone # of Authorized Officer •	609-243-5620 Ext: 5620
Date •	07/18/2007

*This form may be computer generated by the company. So long as the wording and general layout is the same, the format may vary. For more information, contact the Property & Casualty Division of the Arkansas Insurance Department at 1200 W 3<sup>rd</sup> St., Little Rock, AR 72201, telephone: 501-371-2800, or email: [information.pnc@state.ar.us](mailto:information.pnc@state.ar.us)*

## 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>	GL AR0231501F01
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	N/A - rules exempt from filing
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Supplemental Extended Reporting Period Endorsement - Sublimited Sexual Abuse Vicarious Liability Coverage	HGL322 (02/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Sublimited Sexual Abuse Vicarious Liability Coverage - Claims Made	HGL323 (02/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Hired and Non-Owned Auto Liability (Including Patient's or Client's Autos)	HGL325 (03/07)	<input checked="" 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		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

SERFF Tracking Number: AMLX-125236667 State: Arkansas  
 Filing Company: American Alternative Insurance Corporation State Tracking Number: AR-PC-07-025490  
 Company Tracking Number: GLAR0231501F01  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: Hospice and Community Care Insurance Services Prog  
 Project Name/Number: GL - Misc Proprietary Forms/Rules Filing/GLAR0231501F01

## Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Sublimated Sexual Abuse Vicarious Liability Coverage - Claims Made	07/18/2007	HGL323.PDF

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **SUBLIMITED SEXUAL ABUSE VICARIOUS LIABILITY COVERAGE – CLAIMS MADE**

**COVERAGE F PROVIDES CLAIMS-MADE COVERAGE.  
PLEASE READ THE ENTIRE FORM CAREFULLY.**

This endorsement modifies insurance provided under the following:

HOSPICE AND HOME HEALTH CARE LIABILITY COVERAGE FORM

### **SCHEDULE**

“Sexual Abuse Occurrence” Sublimit:

“Sexual Abuse” Aggregate Sublimit:

“Sexual Abuse” Vicarious Liability Coverage Retroactive Date:

[If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.]

- A.** The following coverage is added. All other terms and conditions of the Coverage Form remain unchanged unless otherwise stated.

### **COVERAGE F. SUBLIMITED SEXUAL ABUSE VICARIOUS LIABILITY**

#### **1. Insuring Agreement**

- a. We will pay those sums that you become legally obligated to pay as damages because of "sexual abuse" resulting from a "sexual abuse occurrence" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages because of "sexual abuse" to which this insurance does not apply. We may, at our discretion, investigate any "sexual abuse occurrence" and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGE F**.

No other obligation or liability to pay sums or to perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A, B, C AND F**.

- b. This insurance applies to "sexual abuse" only if:
- (1) The "sexual abuse occurrence" takes place in the "coverage territory";
  - (2) The "sexual abuse occurrence" did not occur before the Retroactive Date shown in the above Schedule or after the end of the policy period; and
  - (3) A "claim" for damages because of the "sexual abuse occurrence" is first made against any insured, in accordance with paragraph c. below, during the policy period or any

Extended Reporting Period we provide under **EXTENDED REPORTING PERIODS – SUBLIMITED SEXUAL ABUSE VICARIOUS LIABILITY.**

- c. A "claim" by a person or organization seeking damages will be deemed to have been made at the earliest of the following times:
- (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first;
  - (2) When we receive written notice of a "sexual abuse occurrence" which may reasonably give rise to a "claim" under this insurance; or
  - (3) When we make settlement in accordance with paragraph 1.a. above.

All "claims" for damages because of "sexual abuse" to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "sexual abuse", will be deemed to have been made at the time the first of those "claims" is made against any insured.

**2. Exclusions Applicable to COVERAGE F**

- a. All exclusions under **COVERAGE A, B and C** apply to **COVERAGE F**, except that the **Sexual Abuse** exclusion under **COVERAGE A** and **COVERAGE B** and exclusion c.(2) under **COVERAGE C** shall not apply.

- b. The following exclusion applies to **COVERAGE F** and replaces the **Contractual Liability** exclusion under **COVERAGE A** and **COVERAGE B** and exclusion b. under **COVERAGE C**:  
This insurance does not apply to liability assumed by the insured under any contract or agreement.

- c. In addition to paragraphs a. and b. above, the following exclusions also apply to **COVERAGE F**:

This insurance does not apply to:

- (1) The indemnification of any perpetrator for "sexual abuse" with respect to any "claim" based on or arising out of such "sexual abuse". Such insured is not covered under this endorsement as respects such "claim". However, we will defend an insured for covered civil action subject to the terms of this endorsement until either a judgment or final adjudication establishes such an act of "sexual abuse", or the insured confirms such act.
- (2) Any "claim" arising from "sexual abuse" by an insured or anyone for whom the insured is legally responsible committed after initial knowledge by any of your supervisors, officers, directors or trustees, whether the "sexual abuse" was before or after such person was hired by you or became your responsibility. But this exclusion does not apply if the initial knowledge is only possessed by the supervisor, officer, director or trustee who committed such "sexual abuse".
- (3) Costs, expenses, fines or penalties incidental to or arising from any criminal investigation or proceeding regarding the "sexual abuse occurrence".
- (4) Any obligation to pay fines, penalties, punitive damages, exemplary damages, aggravated or multiple damages.
- (5) Any "claim" made against an insured by another insured.

- B.** With respect to this endorsement, any reference in the Coverage Form to **SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND C** is amended to read **SUPPLEMENTARY PAYMENTS - COVERAGES A, B, C AND F.**

**C. SECTION III - LIMITS OF INSURANCE** is replaced by the following with respect to the insurance provided by this endorsement:

1. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. "Claims" made or "suits" brought; or
  - c. Persons or organizations making "claims" or bringing "suits".
2. The "Sexual Abuse" Aggregate Sublimit is the most we will pay in any one policy period for damages under **COVERAGE F**. This Sublimit is part of and not in addition to the General Aggregate Limit shown on the Declarations.
3. Subject to 2. above, the "Sexual Abuse Occurrence" Sublimit is the most we will pay because of all injury arising out of any one "sexual abuse occurrence".

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

**D.** With respect to the coverage provided by this endorsement, the following changes are made under **SECTION IV - CONDITIONS**:

1. The phrase "sexual abuse occurrence(s)" replaces the word "occurrence(s)" in the **Duties In The Event Of Medical Incident, Occurrence, Offense, Claim Or Suit and Non-Stacking Of Limits Conditions**.
2. The following **Other Insurance** Condition is added and supersedes any provision to the contrary:

**Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under **COVERAGE F**, our obligations are limited as follows:

Excess Insurance

This insurance is excess over:

- a. Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (1) That is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to injury arising out of "sexual abuse" on other than a claims-made basis, if:
    - (a) No Retroactive Date is shown in the Declarations or Schedule of this insurance; or
    - (b) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations or Schedule of this insurance.
  - (2) Any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, except other insurance written specifically to apply in excess of this insurance.

When this insurance is excess, we will have no duty under **COVERAGE F** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

**E. The following is added to SECTION IV - CONDITIONS:**

**Your Right To Claim And Sexual Abuse Occurrence Information**

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding claims-made coverage for "sexual abuse" vicarious liability we have issued to you during the previous three years:

- a. A list or other record of each "sexual abuse occurrence", not previously reported to any other insurer, of which we were notified in accordance with paragraph 2.a. of the **Duties In The Event Of Medical Incident, Occurrence, Offense, Claim Or Suit** Condition. We will include the date and a brief description of the "sexual abuse occurrence" if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable General Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

If we cancel or elect not to renew this coverage, we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of receipt of the request.

We compile "claim" and "sexual abuse occurrence" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

**F. With respect to this endorsement, the following provision is added and supersedes any other provision to the contrary:**

**EXTENDED REPORTING PERIODS – SUBLIMITED SEXUAL ABUSE VICARIOUS LIABILITY**

1. You have the option to purchase an Extended Reporting Period endorsement, as described below, if:
  - a. This endorsement is cancelled or nonrenewed by us for any reason other than nonpayment of premium; or
  - b. We renew or replace this endorsement with insurance that:
    - (1) Has a Retroactive Date later than the date shown in the above Schedule; or
    - (2) Does not apply to injury arising out of a "sexual abuse occurrence" on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" under **COVERAGE F** arising from a "sexual abuse occurrence" that occurs before the end of the policy period but not before the Retroactive Date shown in the above Schedule. Extended Reporting Periods do not reinstate or increase the Limits of Insurance. Once in effect, Extended Reporting Periods may not be cancelled.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for sixty days with respect to "claims"

arising out of "sexual abuse occurrences" not previously reported to us. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

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

4. a. With respect to **COVERAGE F**, a Supplemental Extended Reporting Period of one, three or five years is available, but only by endorsement and for an additional charge. The Supplemental Extended Reporting Period starts when the Basic Extended Reporting Period ends.
- b. You must give us a written request for the endorsement within 60 days after the end of the policy period or the date of termination of the policy or applicable coverage, whichever comes first. The Supplemental Extended Reporting Period does not go into effect unless you pay the additional premium promptly when due.
- c. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
  - (1) The exposures insured;
  - (2) Previous types and amounts of insurance;
  - (3) Limits of insurance available under this policy for future payment of damages; and
  - (4) Other related facts.
- d. The Supplemental Extended Reporting Period endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

**G. Under SECTION VI - DEFINITIONS:**

1. The following is added to the definition of "occurrence":

With respect to **COVERAGE F. SUBLIMITED SEXUAL ABUSE VICARIOUS LIABILITY**, "occurrence" means "sexual abuse occurrence".
2. The first sentence of the definition of "suit" is amended to read:

"Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury", or injury arising out of a "medical incident" or "sexual abuse occurrence" to which this insurance applies is alleged.
3. "Sexual abuse occurrence" means an incident or "medical incident" or any number of incidents or "medical incidents" of "sexual abuse" by one person or the same group of people, regardless of the number of times this activity took place, the number of persons alleging "claims" or the number of locations in which this activity took place. The date of the first such incident of "sexual abuse" shall be deemed to be the date of the "sexual abuse occurrence".