

SERFF Tracking Number: BEUW-125289246 State: Arkansas
Filing Company: StarNet Insurance Company State Tracking Number: AR-PC-07-026131
Company Tracking Number: AR-AM-IM-FM-2007-01
TOI: 09.0 Inland Marine Sub-TOI: 09.0001 Animal Mortality
Product Name: Animal Mortality Program
Project Name/Number: Vet. Svs. Rate Change/AR-AM-IM-FM-2007-01

Filing at a Glance

Company: StarNet Insurance Company
Product Name: Animal Mortality Program
TOI: 09.0 Inland Marine
Sub-TOI: 09.0001 Animal Mortality
Filing Type: Form

SERFF Tr Num: BEUW-125289246 State: Arkansas
SERFF Status: Closed State Tr Num: AR-PC-07-026131
Co Tr Num: AR-AM-IM-FM-2007-01 State Status:
Co Status: Reviewer(s): Betty Montesi,
Llyweyia Rawlins, Brittany Yielding
Authors: Ryan Boulware, Donald Harrison, Lawrence Whalley
Disposition Date: 09/24/2007
Date Submitted: 09/18/2007 Disposition Status: Approved

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

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

General Information

Project Name: Vet. Svs. Rate Change
Project Number: AR-AM-IM-FM-2007-01
Reference Organization: n/a
Reference Title: n/a

Status of Filing in Domicile: Not Filed
Domicile Status Comments:
Reference Number: n/a
Advisory Org. Circular: n/a

Filing Status Changed: 09/24/2007
State Status Changed: 09/19/2007
Corresponding Filing Tracking Number: AR-AM-IM-RA-2007-01 (desk filing)

Deemer Date:

Filing Description:

StarNet Insurance Company requests your approval of one change to one form currently on file for our Animal Mortality program.

The revision made to the endorsement FM 75 09 is summarized below for your convenience, please note the new edition date.

FM 75 09 05 05

SERFF Tracking Number: BEUW-125289246 State: Arkansas
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SECTION III – LIMITS OF LIABILITY AND DEDUCTIBLE – “Veterinary Services”:

4. DEDUCTIBLE – Before we reimburse you for any “veterinary services” and/or “diagnostic testing” we will first deduct the Deductible amount shown in the Schedule below. This deductible amount will be deducted from each and every claim under this endorsement for each separate “covered animal”.

DEDUCTIBLE AMOUNT PER CLAIM

\$250 for \$5,000 Limit of Insurance

\$275 for \$7,500 Limit of Insurance

FM 75 09 10 07

SECTION III – LIMITS OF LIABILITY AND DEDUCTIBLE – “Veterinary Services”:

4. DEDUCTIBLE – Before we reimburse you for any “veterinary services” and/or “diagnostic testing” we will first deduct the Deductible amount of \$275. This deductible amount will be deducted from each and every claim under this endorsement for each separate “covered animal”.

For this filing we are filing we are requesting an effective date of 10/01/2007, or as soon as you can approve it.

A corresponding rate filing is being submitted concurrently with this form filing. Per your filing laws the corresponding rate filing is a “desk” filing with a company tracking number of AR-AM-IM-RA-2007-01 and has an effective even with the effective date you give for this forms filing.

Please note that this filing is mutually exclusive to all other Programs filed and approved on behalf of StarNet Insurance Company. All other filed and approved Programs for StarNet Insurance Company remain of file without change.

Company and Contact

Filing Contact Information

Ryan Boulware, Regulatory Filing Analyst rboulware@bupllc.com
215 Shuman Blvd. (630) 210-0397 [Phone]
Naperville, IL 60563 (630) 210-0377[FAX]

Filing Company Information

StarNet Insurance Company CoCode: 40045 State of Domicile: Delaware
215 Shuman Blvd., Suite 200 Group Code: 98 Company Type: Stock

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Naperville, IL 60563
(630) 210-0360 ext. [Phone]

Group Name:
FEIN Number: 22-3590451

State ID Number:

SERFF Tracking Number: BEUW-125289246 State: Arkansas
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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
StarNet Insurance Company	\$50.00	09/18/2007	15683607

SERFF Tracking Number: BEUW-125289246 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	09/24/2007	09/24/2007

SERFF Tracking Number: *BEUW-125289246* *State:* *Arkansas*
Filing Company: *StarNet Insurance Company* *State Tracking Number:* *AR-PC-07-026131*
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Product Name: *Animal Mortality Program*
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Disposition

Disposition Date: 09/24/2007

Effective Date (New): 10/01/2007

Effective Date (Renewal): 10/01/2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: BEUW-125289246 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	ENDORSEMENT – VETERINARY SERVICES	Approved	Yes

SERFF Tracking Number: BEUW-125289246 State: Arkansas
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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	ENDORSEMENT – VETERINARY SERVICES	FM 75 09	10 07	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 FM 75 09 05 05 Previous Filing #: AR-PC-04- 008835		FM 75 09 10 07 Veterinary Services.pdf

ENDORSEMENT – VETERINARY SERVICES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the:

ANIMAL MORTALITY POLICY

Subject to all the terms, provisions, conditions, limitations, and exclusions of the policy and in consideration of the premium paid we agree to modify the insurance, as specified below:

A. SECTION I – COVERAGE – The following coverage is added to the policy:

“Veterinary Services” Coverage – We will reimburse you for:

1. “Reasonable and customary fees” incurred by you for “veterinary services” performed upon a “covered animal” due to injury, illness, disease, or disability that occurred during the “policy period”; and/or
2. Not more than fifty (50) percent of “reasonable and customary fees” for “diagnostic testing” if a “covered animal” suffers from an injury, illness, disease, or disability that occurred during the “policy period”. However, should the “diagnostic testing” fail to produce a diagnosis we will not pay for the “diagnostic testing”.

B. SECTION II – EXCLUSIONS – In addition to the exclusions of the policy we will not reimburse you for:

1. **Pre-Existing Conditions** – Any “veterinary services” and/or “diagnostic testing” directly or indirectly caused by, in consequence of or contributed to by any injury, illness, disease, or disability that was sustained or was contracted by a “covered animal” prior to the effective date of this endorsement, or any recurrence of that prior injury, illness, disease, or disability.
2. **Travel and Transport Expenses** – Any travel by a “veterinarian” or the transporting of a “covered animal” to or from any treatment facility where the “veterinary services” are to be performed.
3. **Elective Treatment** – Any elective, cosmetic, or voluntary “veterinary services”, including but not limited to Caslick’s operations;
4. Any “veterinary services” directly or indirectly caused by, in consequence of or contributed to by any malicious, willful, or intentional acts or omissions by:
 - a. You;
 - b. Your “employee(s)” or agents;
 - c. Bailees;
 - d. Your family members; or
 - e. Anyone who has care, custody, or control of the “covered animal”;
5. **Healthy Animal Care** – Any “veterinary services” normally associated with the maintenance of a healthy animal;
6. **Racing Animals** – Any “veterinary services” upon a “covered animal” in race training and/or used as a racehorse;
7. **Respiratory or Breathing Problems** – Any “veterinary services” to correct or alleviate respiratory defects and/or breathing difficulties that inhibit or adversely affect athletic performance of a “covered animal”, including but not limited to oral, nasal, and/or pharyngeal related “veterinary services”, except those that are performed in an emergency attempt to save the animal’s life;
8. **Congenital Defects** – Any “veterinary services” relating to congenital defects, including but not limited to umbilical hernia, contracted tendons, and cryptorchidism whether manifested or not prior to the effective date of this endorsement;
9. **Unskilled Services** – Any “veterinary services” performed by anyone other than a “veterinarian”;

10. Improper Facilities – Any “surgical procedure” performed anywhere except in:

- a. An accredited school of veterinary medicine; or
- b. A licensed veterinary clinic;

11. Mortality and Post Mortem – Any autopsy or post mortem “veterinary services”;

12. Excluded Diseases – Any “veterinary services” directly or indirectly caused by, in consequence of, or contributed to by navicular disease, arthritis, or degenerative joint disease;

13. Hospitalization or Boarding Charges – Hospitalization or boarding charges, unless they are from an accredited school of veterinary medicine or licensed veterinary clinic; or

14. Joint Injections – Joint injections that are due to normal wear and tear and not due to an external injury.

C. SECTION III – LIMITS OF LIABILITY – With respect to this additional coverage Section III is entirely deleted and replaced by the following:

SECTION III – LIMITS OF LIABILITY AND DEDUCTIBLE – “Veterinary Services”:

Limit of Liability – Regardless of the duration of treatment and the number of separate occurrences of injury, illness, disease, or disability that a “covered animal” sustains or contracts during the “policy period”, the most we will reimburse you for all:

1. “Veterinary services”;
2. “Diagnostic testing”; and/or
3. Hospitalization or boarding charges,

combined for any one “covered animal” under this endorsement is the Limit of Liability for that “covered animal” shown in the Declarations. The following limitations on payment also apply:

- a. **Hospitalization or Boarding Charges** – Provided the applicable “Veterinary Services” Limit of Liability per “covered animal” is not otherwise exhausted the maximum duration that we will reimburse you for hospitalization or boarding charges for a “covered animal” under this endorsement is twenty (20) continuous days per covered injury, illness, disease, or disability.
- b. **Shock Wave Therapy** – Provided the applicable “Veterinary Services” Limit of Liability per “covered animal” is not otherwise exhausted, the maximum amount we will reimburse you for shock wave therapy as “veterinary services” for a “covered animal” under this endorsement is limited to no more than:
 - (1) **\$400** per treatment; and
 - (2) Not more than **\$1,200** total per “policy period”.
- c. **Duration of Treatment** – Provided the applicable “Veterinary Services” Limit of Liability per “covered animal” is not otherwise exhausted the maximum duration we will reimburse you under this endorsement for “veterinary services” other than hospitalization or boarding charges is one hundred and twenty (120) days from the date of first treatment for each separate occurrence of injury, illness, disease, or disability sustained or contracted by a “covered animal” during the “policy period” provided you reported such injury, illness, disease, or disability:
 - (1) Immediately to us in accordance with SECTION IV CONDITIONS PRECEDENT C.1.b. of the policy: and
 - (2) Before the expiration date of the policy.

If the diagnosis is equine protozoal myelitis the one hundred twenty (120) day limitation applies only for treatment extending beyond the expiration date of the policy.

ENDORSEMENT – VETERINARY SERVICES

4. **DEDUCTIBLE** – Before we reimburse you for any “veterinary services” and/or “diagnostic testing” we will first deduct the Deductible amount of \$275. This deductible amount will be deducted from each and every claim under this endorsement for each separate “covered animal”.

D. SECTION IV – CONDITIONS PRECEDENT – THE FOLLOWING ADDITIONAL CONDITION IS A CONDITION PRECEDENT TO OUR LIABILITY UNDER THIS ENDORSEMENT:

- A. Notice** – You must give us immediate notice by telephone and/or facsimile, using the numbers provided in the claims cards that are attached to the policy, of any “veterinary services” and/or “diagnostic testing”. Such notice must provide us with a description of the “covered animal’s” condition and the name, telephone number and address of the attending “veterinarian”; and
- B. Proof of Loss** – Within sixty (60) days after the commencement of any “veterinary services” or “diagnostic testing” performed on any “covered animal” you must:
1. Submit a report to us signed by the attending “veterinarian” that describes the:
 - a. “Veterinary services” and/or “diagnostic testing” performed;
 - b. Injury, illness, disease, or disability necessitating the “veterinary services” and/or “diagnostic testing” and when such event first occurred; and
 - c. Present condition and prognosis of the “covered animal”; and
 2. Submit to us copies of all service bills to support your claim under this endorsement.

E. SECTION VI – DEFINITIONS – In addition to any applicable definitions the following definitions also apply.

- A. “Reasonable and customary fees”** mean fees within the range of customary and usual fees for the same or similar service and/or materials as charged by most “veterinarians” within the community where the service and/or materials are provided.
- B. “Diagnostic testing”** means the various methods used by “veterinarians” to assess or determine the nature, extent, etiology and type of injury, illness, disease, or disability, including but not limited to x-rays, bone scans, ultrasound exams, CT scans and laboratory tests.
- C. “Surgical procedure”** means a remedial procedure using instruments, involving an incision into the living “covered animal” and requiring a sterile or controlled environment by a “veterinarian”.
- D. “Veterinary services”** means the services of a “veterinarian” to diagnose and/or treat injuries, illnesses, diseases or disabilities of “covered animals” including:
1. A related “surgical procedure”;
 2. Anesthesia administered by the “veterinarian” or authorized personnel directed by the “veterinarian”;
 3. Hospitalization or boarding of a “covered animal” at an accredited school of veterinary medicine, or licensed veterinary clinic ordered by the “veterinarian” for such “veterinary services”; and
 4. Related “medication” and medical supplies prescribed by the “veterinarian”.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

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Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 09/24/2007

Comments:

Attachment:

AR Forms P&C Transmittal Document.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
W.R.Berkley Corporation	098

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
StarNet Insurance Company	DE	40045	22-3590451	31778

5. Company Tracking Number	AR-AM-IM-FM-2007-01
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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
	Ryan J. Boulware 215 Shuman Blvd., Ste. 200 Naperville, IL 60563	Analyst	630-210-0397	630-210-0377	rboulware@bupllc.com

7. Signature of authorized filer	
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8. Please print name of authorized filer	Ryan J. Boulware
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Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	09.0 Inland Marine
10.	Sub-Type of Insurance (Sub-TOI)	09.0001 Animal Mortality
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	Animal Mortality 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: 10-1-07 Renewal: 10-1-07
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	09/18/2007
19.	Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	AR-AM-IM-FM-2007-01
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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StarNet Insurance Company requests your approval of one change to one form currently on file for our Animal Mortality program.

The revision made to the endorsement are summarized below for your convenience.

FM 75 09 05 05	FM 75 09 10 07
SECTION III – LIMITS OF LIABILITY AND DEDUCTIBLE – “Veterinary Services”:	SECTION III – LIMITS OF LIABILITY AND DEDUCTIBLE – “Veterinary Services”:
<p>4. DEDUCTIBLE – Before we reimburse you for any “veterinary services” and/or “diagnostic testing” we will first deduct the Deductible amount shown in the Schedule below. This deductible amount will be deducted from each and every claim under this endorsement for each separate “covered animal”.</p> <p style="text-align: center;"><u>DEDUCTIBLE AMOUNT PER CLAIM</u> \$250 for \$5,000 Limit of Insurance \$275 for \$7,500 Limit of Insurance</p>	<p>4. DEDUCTIBLE – Before we reimburse you for any “veterinary services” and/or “diagnostic testing” we will first deduct the Deductible amount of \$275. This deductible amount will be deducted from each and every claim under this endorsement for each separate “covered animal”.</p>

For this filing we are filing we are requesting an effective date of 10/01/2007, or as soon as you can approve it.

A corresponding rate filing is being submitted concurrently with this form filing. Per your filing laws the corresponding rate filing is a “desk” filing with a company tracking number of AR-AM-IM-RA-2007-01 and has an effective even with the effective date you give for this forms filing.

Please note that this filing is mutually exclusive to all other Programs filed and approved on behalf of StarNet Insurance Company. All other filed and approved Programs for StarNet Insurance Company remain of file without change.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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Check #: n/a - EFT
Amount: \$50.00

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

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

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	AR-AM-IM-FM-2007-01
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	AR-AM-IM-RA-2007-01 (desk filing)

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	Endorsement – Veterinary Services	FM 75 09 10 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	FM 75 09 05 05	AR-PC-04-008835
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1