

SERFF Tracking Number: HART-125296025 State: Arkansas  
First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: AR-PC-07-026130  
Company Tracking Number: FN.07.883.2007.03  
TOI: 05.1 Commercial Multi-Peril - Non-Liability Sub-TOI: 05.1002 Businessowners  
Portion Only  
Product Name: Amending Spectrum - Form SS 01 29 02 08 Arkansas Changes  
Project Name/Number: Spectrum/FN.07.883.2007.03

## Filing at a Glance

Companies: Hartford Casualty Insurance Company, Hartford Insurance Company of the Midwest, Hartford Underwriters Insurance Company, Property and Casualty Insurance Company of Hartford, Twin City Fire Insurance Company, Hartford Fire Insurance Company, Hartford Accident and Indemnity Company

Product Name: Amending Spectrum - Form SS SERFF Tr Num: HART-125296025 State: Arkansas  
01 29 02 08 Arkansas Changes

TOI: 05.1 Commercial Multi-Peril - Non-Liability SERFF Status: Closed State Tr Num: AR-PC-07-026130  
Portion Only

Sub-TOI: 05.1002 Businessowners Co Tr Num: FN.07.883.2007.03 State Status:  
Filing Type: Form Co Status: Initial Filing Reviewer(s): Betty Montesi,  
Llyweyia Rawlins, Brittany Yielding  
Disposition Date: 09/24/2007  
Authors: Joyce Driscoll, Claire  
Dubord, Marilu Gonzalez,  
Stephanie Wiczorek, Cheryl Slock  
Date Submitted: 09/19/2007 Disposition Status: Approved

Effective Date Requested (New): 02/16/2008 Effective Date (New): 02/16/2008  
Effective Date Requested (Renewal): 02/16/2008 Effective Date (Renewal):  
02/16/2008

## General Information

Project Name: Spectrum Status of Filing in Domicile: Not Filed  
Project Number: FN.07.883.2007.03 Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 09/24/2007  
State Status Changed: 09/19/2007 Deemer Date:  
Corresponding Filing Tracking Number:

Filing Description:

The purpose of this filing is to combine Arkansas Changes Forms SS 01 57 03 92 and SS 01 29 09 02 on Form SS 01 29 02 08 Arkansas Changes as described in the Explanatory Memorandum prepared by Claire Kornegay, Product Specialist.

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## Company and Contact

### Filing Contact Information

Marilu Gonzalez, Administrative Assistant  
 Hartford Plaza HO-2-19 (860) 547-3471 [Phone]  
 Hartford, CT 06115 (860) 547-4849[FAX]

### Filing Company Information

Hartford Casualty Insurance Company	CoCode: 29424	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-0294398	

Hartford Insurance Company of the Midwest	CoCode: 37478	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-1008026	

Hartford Underwriters Insurance Company	CoCode: 30104	State of Domicile: Connecticut
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-1222527	

Property and Casualty Insurance Company of Hartford	CoCode: 34690	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-1276326	

Twin City Fire Insurance Company	CoCode: 29459	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-0732738	

Hartford Fire Insurance Company	CoCode: 19682	State of Domicile: Connecticut
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Hartford Plaza  
690 Asylum Avenue  
Hartford, CT 06115  
(860) 547-5000 ext. [Phone]

Group Code: 91  
Group Name:  
FEIN Number: 06-0383750  
-----

Company Type:  
State ID Number:

Hartford Accident and Indemnity Company  
690 Asylum Ave  
Hartford, CT 06115  
(860) 547-5000 ext. [Phone]

CoCode: 22357  
Group Code: 91  
Group Name:  
FEIN Number: 06-0383030  
-----

State of Domicile: Connecticut  
Company Type: Property  
State ID Number:



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## Correspondence Summary

### Dispositions

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

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## Disposition

Disposition Date: 09/24/2007  
Effective Date (New): 02/16/2008  
Effective Date (Renewal): 02/16/2008  
Status: Approved  
Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

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



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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Arkansas Changes	SS 04 29 02 08		Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 SS 01 29 09 02 and SS 01 57 03 92 Previous Filing #:		ss01290108 _0039109B. pdf



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

## **ARKANSAS CHANGES**

This endorsement modifies insurance provided under the following:

**COMMON POLICY CONDITIONS  
STANDARD PROPERTY COVERAGE FORM  
SPECIAL PROPERTY COVERAGE FORM  
BUSINESS LIABILITY COVERAGE FORM**

Provisions **A.**, **B.**, **C.**, and **D.** of this endorsement are added to the **Common Policy Conditions**:

**A.** Cancellation of Policies in Effect More Than 60 Days

1. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:
  - a. Nonpayment of premium;
  - b. Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
  - c. The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
  - d. Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
  - e. Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
  - f. A material violation of a material provision of the policy.

2. If we cancel for:

- a. Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.
- b. Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days prior to the effective date of cancellation.

**B.** Nonrenewal

1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations, and to any lienholder or loss payee named in the policy, written notice of nonrenewal at least 60 days before:
  - a. Its expiration date; or
  - b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

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

The provisions of this Paragraph 1. do not apply to any mortgageholder.

2. We will mail our notice to the first Named Insured's mailing address last known to us, if notice is mailed, proof of mailing will be sufficient proof of notice.

**C. Multi-Year Policies:**

We may issue this policy for a term in excess of twelve months with the premium adjusted on an annual basis in accordance with our rates and rules.

**D. The following is added to Paragraph J. Transfer Of Rights Of Recovery Against Others To Us, and applies to both Property and Business Liability Coverage:**

We will be entitled to recovery only after the insured has been fully compensated for the loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.

**E. The Mortgage Holders Condition in the Property General Conditions F.2, is replaced by the following:**

1. If we elect not to renew this policy, we will give written notice to the mortgageholder:
  - a. As soon as practicable if nonrenewal is due. To the first Named Insured's failure to pay any premium required for renewal; or
  - b. At least 60 days before the expiration date of this policy if we nonrenew for any other reason.

**Provisions F and G modify the Property Loss Conditions:**

**F. The Appraisal Condition E.2 is replaced by the following:**

1. If we and you disagree on the value of the property or the amount of loss, either party may make a written request for an appraisal of the loss. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire.
2. An appraisal decision will not be binding on either party.
3. If there is an appraisal, we still retain our right to deny the claim.
4. Each party will pay its chosen appraiser; and bear the other expenses of the appraisal and umpire equally.

**G. The Legal Action Against Us Condition E.4.b is replaced by the following:**

The action is brought within 5 years after the date on which the direct physical loss or physical damage occurred.

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## **Rate Information**

Rate data does NOT apply to filing.

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## Rate/Rule Schedule

Review Status:	Exhibit Name:	Rule # or Page #:	Rate Action	Previous State Filing Attachments Number:
Approved	Arkansas Exception Page	1 thru 6	Replacement	AR_Exceptions.pdf

## **Arkansas Exception Page**

### **State Forms/Rules:**

- ❖ [Arkansas Changes SS 01 29](#)
- ❖ [Windstorm or Hail Percentage Deductible SS 82 10](#)

### **Exceptions To:**

#### **1. Optional Coverage Rules:**

- ❖ [Rule 3E. Condominium Association Directors and Officers Liability](#)
- ❖ [Rule 5E. Educator's Legal Liability Coverage Form](#)
- ❖ [Rule 6E. Employee Benefits Liability](#)
- ❖ [Rule 7E. FailSafe™ Mega Technology Errors or Omissions](#)
- ❖ [Rule 11E. Miscellaneous Errors & Omissions Liability Coverage](#)
- ❖ [Rule 10L. Employment Practices Liability Insurance](#)
- ❖ [Rule 18L. Liquor Liability Coverage](#)
- ❖ [Rule 17E. Lawyers Professional Liability Coverage](#)
- ❖ [Rule 43P. Mortgage Holders Errors and Omissions Coverage](#)

#### **2. Product Rules**

- ❖ [None](#)

#### **3. Rating Procedures**

- ❖ [None](#)

**I. STATE FORMS/RULES**

- A. **Arkansas Changes** –form **SS 01 29**, **must** be attached to all policies covering property in Arkansas.
- C. **Windstorm or Hail Percentage Deductible** form **SS 82 10**

This endorsement applies a 1%, 2%, 3%, 4% or 5% deductible applicable to windstorm or hail. The selected deductible will be shown separately in the Declarations for each covered location. This deductible is subject to a \$500 minimum deductible per occurrence. The use of this endorsement is at the company's discretion, subject to applicable law.

The appropriate percentage deductible factor shown below shall be applied to the premium for each location to which this form is applicable.

Wind Deductible	Amount of Insurance	FF, MF, CT and Xpand	All Other Programs
1%	50K - 100K	0.970	0.980
	100K -	0.960	0.970
	250K -	0.950	0.960
2%	25K - 100K	0.965	0.975
	100K -	0.955	0.965
	250K -	0.945	0.955
3%	16K - 100K	0.960	0.970
	100K -	0.955	0.960
	250K -	0.940	0.950
4%	15K - 100K	0.955	0.965
	100K -	0.950	0.955
	250K -	0.935	0.945
5%	10K - 100K	0.950	0.960
	100K -	0.940	0.955
	250K -	0.930	0.940
*There is no rate credit for the windstorm or hail percentage deductible if the Limit of Insurance applicable to the property being rated is less than this amount. In such case, the rate modification factor is 1.00.			

**II. EXCEPTION TO PRODUCT RULES**

None.

**III. EXCEPTIONS TO OPTIONAL COVERAGE RULES**

- A. **Rule 11E. Miscellaneous Errors & Omissions Liability Coverage**

The following additional forms and rules apply:

1. The following forms are **mandatory**:
  - SS 02 04, Reinstatement of Aggregate Limit**
  - SS 02 05, Amendment of Limits of Insurance**
  - SS 02 06, Amendment of Deductible**
2. Defense is outside the limits of liability.
3. Mandatory Reinstatement of Aggregate applies to Supplemental Extended Reporting Period.

**B. Rule 10L. Employment Practices Liability Insurance**

1. Form **SS 09 27, Employment Practices Liability Coverage** applies
2. Claim Expense Aggregate limit equal to the coverage annual aggregate applies in addition to the per occurrence and annual aggregate limits.
3. The maximum limit available is 500,000 per occurrence/\$500,000 claim expense/\$500,000 annual aggregate.

**C. Rule 18L. Liquor Liability Coverage**

1. **Liquor Liability Coverage** form **SS 04 03, must** be attached to all policies where the Liquor Liability Insurance Optional Coverage is selected. The following limits may be provided:

<b>Each Common Cause</b>	<b>Aggregate</b>
\$ 500,000	\$1,000,000
\$1,000,000	\$2,000,000

**D. Rule 17E. Lawyers Professional Liability Coverage**

**Arkansas Changes – Lawyers’ Professional Liability Coverage**, form **SS 24 12**, is a mandatory endorsement when optional form **SS 24 01, Lawyers’ Professional Liability Coverage Form (Claims Made)** is purchased.

A signed disclosure statement, **Arkansas Disclosure Statement – Lawyers’ Professional Liability Coverage**, form **SS 83 71**, must be obtained and kept on file by the agent, when optional form **SS 24 01, Lawyers’ Professional Liability Coverage Form (Claims Made)** is purchased.

**Important Notice to Arkansas Policy Holders – Extended Reporting Periods, SS 24 21**, must be sent to all Arkansas insureds upon termination of coverage.

The \$500,000 Each Claim/ \$500,000 Aggregate Limit option and \$500,000 Each Claim/ \$1,000,000 Aggregate Limit option are not available in Arkansas.

**E. Rule 3E. Condominium Association Directors and Officers Liability**

**Important Notice to Arkansas Policy Holders – Extended Reporting Periods, SS 38 05**, must be sent to all Arkansas insureds upon termination of coverage. In addition, AR requires that we provide loss information within 15 days of non renewal. The loss information must include:

1. Description of closed claims including the date and description of occurrence and amount of payments;
2. Description of open claims including the date and description of occurrence, amount of payment, and amount of reserves; and
3. Information on notices of occurrences including the date and estimate of reserves.

#### F. **Rule 5E. Educator's Legal Liability Coverage**

**Important Notice to Arkansas Policy Holders – Extended Reporting Periods, SS 38 04**, must be sent to all Arkansas insureds upon termination of coverage. In addition, AR requires that we provide loss information within 15 days of non renewal. The loss information must include:

- a. Description of closed claims including the date and description of occurrence and amount of payments;
- b. Description of open claims including the date and description of occurrence, amount of payment, and amount of reserves; and
- c. Information on notices of occurrences including the date and estimate of reserves.

#### G. **Rule 6E. Employee Benefits Liability**

**Important Notice to Arkansas Policy Holders – Extended Reporting Periods, SS 38 04**, must be sent to all Arkansas insureds upon termination of coverage. In addition, AR requires that we provide loss information within 15 days of non renewal. The loss information must include:

- a. Description of closed claims including the date and description of occurrence and amount of payments;
- b. Description of open claims including the date and description of occurrence, amount of payment, and amount of reserves; and
- c. Information on notices of occurrences including the date and estimate of reserves.

#### H. **Rule 7E. FailSafe™ Mega Technology Errors or Omissions**

- a. **Arkansas Changes – Form SS 20 08**, must be attached to all policies which include FailSafe MEGA Technology Errors or Omissions Liability Coverage when the predominant location is in the state of Arkansas.

- b. The following per “glitch” limit options are available:

\$1,000,000

\$2,000,000

- c. **Optional Coverage Rule 7E.2. FailSafe MEGA Technology Errors or Omissions Liability Extended Reporting Periods** is not applicable in Arkansas and is replaced by the following:

- d. **Extended Reporting Periods**

FailSafe MEGA Technology Errors or Omission Liability Coverage Form (Form SS 02 71) includes a 60 day Basic Extended Reporting Period at no additional charge. The Optional Extended Reporting Period described below may be selected.

**FailSafe MEGA Technology Errors or Omissions Optional Extended Reporting Period (Form SS 02 72)**. This form effects the Optional Extended Reporting period coverage contained in SS 02 71 FailSafe MEGA Technology Errors or Omissions Liability Coverage Form. This coverage is available upon request by the names insured and subject to certain conditions when FailSafe MEGA Technology Errors or Omissions Liability coverage part expires or is terminated without issuance of a renewal policy. Refer to form SS 02 71 FailSafe MEGA Technology Errors or Omissions Liability Coverage Form for details.

Optional periods from 1 year to a maximum of 5 years are available.

The Optional Extended Reporting Period has a separate aggregate liability limit no less than the greater of the amount remaining in the expiring coverage part of fifty percent (50%) of the Limit of Liability listed in the Declaration.

### Rating

The premium for each Optional Extended Reporting Period will be calculated by applying the percentage for the option selected below to the total annual expiring FailSafe MEGA Technology Errors or Omissions Liability Coverage premium:

- 125% for one year
  - 185% for two years
  - 240% for three years
  - 275% for four years
  - 300% for five years
- e. A signed disclosure statement, **Arkansas Disclosure Statement – FailSafe Mega Technology Errors or Omissions Liability Coverage**, form **SS 38 02**, must be obtained and kept on file by the agent, when optional form **SS 02 71, FailSafe Mega Technology Errors or Omissions Liability Coverage Form (Claims Made)** is purchased.
- f. **Important Notice to Policy Holders – Arkansas Extended Reporting Periods, Form SS 83 68** – when the predominant location in the state of Arkansas, this notice must be sent to all Policy Holders of Spectrum policies which include **FailSafe Mega Technology Errors or Omissions Liability Coverage** when **FailSafe Mega Technology Errors or Omissions Liability Coverage** is cancelled, non-renewed, or renewed by us with insurance that does not apply on a claims made or claims made and reported basis.
- I. **Rule 43P. Mortgage Holders Errors and Omissions Coverage**  
**Mortgage Holders Errors and Omissions Coverage** form **SS 40 14** is **not available** for use in Arkansas.
- J. **Additional Rule Applicable to Medical Expenses**  
The default limit for Medical Expenses is \$5,000 for the classes listed below. The premium for this coverage is contemplated in the rating for Business Liability coverage.

Class Code	Class Description
58190	Restaurants – With Cooking – Lessors Risk Only
58001	Restaurant – Fine Dining
58011	Restaurant – Full Service (Waiter/Waitress)
58031	Restaurant – Fast Food or Quick Service (Full Cooking)
58101	Restaurant – Cafeterias
58111	Restaurant – Buffets

58161	Caterers
58171	Food Cart – Not Self-Propelled
58051	Restaurant – Delivery Only
59801	Specialty Wine

An option of \$10,000 is available. To calculate the additional premium, apply a Rate Factor of 1.001 to the Liability premium at each location.

#### **IV. EXCEPTIONS TO RATING PROCEDURES**

There are no Exceptions to Rating Procedures.

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## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 09/24/2007

**Comments:**

Attached is the Property and Casualty Transmittal Document and the Form Filing Schedule.

**Attachments:**

PDCT1.pdf

FFS.pdf

**Satisfied -Name:** Explanatory Memorandum **Review Status:** Approved 09/24/2007

**Comments:**

Attached is the Explanatory Memorandum.

**Attachment:**

frm-expl.pdf

**Satisfied -Name:** Form SS 01 29 02 08 Track  
Changes **Review Status:** Approved 09/24/2007

**Comments:**

Attached is a "Tracked Changes" version of Form SS 01 29 02 08.

**Attachment:**

Tracked SS01290208.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>
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<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:	
New Business	
Renewal Business	
f. State Filing #:	
g. SERFF Filing #:	
h. Subject Codes	

<b>3. Group Name</b>	<b>Group NAIC #</b>
Hartford Financial Services Group	00914

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Hartford Fire Ins. Co.	Connecticut	00914-19682	06-0383750	
Hartford Accident & Indemnity Co.	Connecticut	00914-22357	06-0383030	
Hartford Casualty Ins.Co.	Indiana	00914-29424	06-0294398	
Hartford Underwriters Ins. Co.	Connecticut	00914-30104	06-1222527	
Twin City Fire Ins.Co.	Indiana	00914-29459	06-0732738	
Hartford Ins. Co. of the Midwest	Indiana	00914-37478	06-1008026	
Property & Casualty Ins. Co. of Hartford	Indiana	00914-34690	06-1276326	

<b>5. Company Tracking Number</b>	FN.07.883.2007.03
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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
Cheryl Slock	Product			Cheryl.Slock
Hartford Plaza, Hartford, CT 06115	Consultant	860-547-3339	860-547-3519	@TheHartford.com

7. Signature of authorized filer	<i>Cheryl Slock</i>
8. Please print name of authorized filer	Cheryl Slock

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

9. Type of Insurance (TOI)	CMP
10. Sub-Type of Insurance (Sub-TOI)	Spectrum (BOP)
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	5.1. 5.2
12. Company Program Title (Marketing title)	
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: 2/16/08      Renewal: 2/16/08
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	9/19/07
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—

<b>20. This filing transmittal is part of Company Tracking #</b>	FN.07.883.2007.03
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<b>21. Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Combining Arkansas Changes form SS 01 57 03 92 and SS 01 29 09 02.

<b>22. Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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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.	<b>This filing transmittal is part of Company Tracking #</b>	FN.07.883.2007.03			
2.	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	N/A			
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	Arkansas Changes	SS 04 29 02 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	SS 01 29 09 02 SS 01 57 03 92	
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		

**SUPPLEMENTARY EXPLANATORY MEMORANDUM - FORMS  
SPECTRUM POLICY**

**Arkansas  
Form Filing FN.07.883.2007.03**



**Background**

Form filing FN.07.883.2007.03, amending Spectrum - Arkansas Changes.

**A. Revised Form**

The following revised form are being submitted for your approval:

Form Number	Form Title
SS 01 29 02 08	Arkansas Changes

**B. Description Of Form Revisions**

Summary of changes within the form:

Combining Arkansas Changes form SS 01 57 03 92 and SS 01 29 09 02 on this form.

Removed Paragraph 5 of the Cancellation Common Policy Condition as this applies to premium refunds for short rate penalties. Spectrum calculates all cancellations based on pro-rata premium, regardless of who cancels.

Included additional wording on the Nonrenewal Condition, based on current ISO wording.

Added Transfer of Rights of Recovery Against Others to Us wording. This was based on other approved ISO and Hartford forms.

Added in a Mortgageholders Condition under Property General Conditions based on other approved ISO and Hartford forms.

Re-phrased the wording under The Legal Action Against Us Condition, this does not represent a content change of the condition.

Impact: None

**C. Withdrawn Forms**

Upon approval of this filing, the following forms are hereby withdrawn:

Form Number	Form Title
SS 01 29 09 02	Arkansas Changes
SS 01 57 03 92	Arkansas Changes



**SUPPLEMENTARY EXPLANATORY MEMORANDUM - FORMS  
SPECTRUM POLICY**

**Arkansas**

**Form Filing FN.07.883.2007.03**

For your convenience, a “tracked changes” version of form SS 01 29 02 08 is enclosed, showing the differences between the submitted form and the SS 01 29 09 02 and SS 01 57 03 92 edition. To indicate changes, we have used a format of ~~striking through~~ deletions and underlining additions.

Prepared by:  
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

### COMMON POLICY CONDITIONS STANDARD PROPERTY COVERAGE FORM SPECIAL PROPERTY COVERAGE FORM BUSINESS LIABILITY COVERAGE FORM

Provisions A., B., C., and D. of this endorsement are added to the **Common Policy Conditions**:

#### A. Cancellation of Policies in Effect More Than 60 Days

1. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:
  - a. Nonpayment of premium;
  - b. Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
  - c. The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
  - d. Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
  - e. Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
  - f. A material violation of a material provision of the policy.
2. If we cancel for:
  - a. Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10

days before the effective date of cancellation.

- b. Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days prior to the effective date of cancellation.

#### B. Nonrenewal

1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations, and to any lienholder or loss payee named in the policy, written notice of nonrenewal at least 60 days before:
  - a. Its expiration date; or
  - b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

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

The provisions of this Paragraph 1. do not apply to any mortgageholder.

2. We will mail our notice to the first Named Insured's mailing address last known to us, if notice is mailed, proof of mailing will be sufficient proof of notice.

#### C. Multi-Year Policies:

We may issue this policy for a term in excess of twelve months with the premium adjusted on an annual basis in accordance with our rates and rules.

#### D. The following is added to Paragraph J. Transfer Of Rights Of Recovery Against Others To Us.

**Deleted:** Paragraph 5. of the Cancellation Common Policy Condition is replaced by the following:¶

**5. a.** If this policy is cancelled, we will send the first Named Insured any premium refund due.¶

**b.** We will refund the pro rata unearned premium if the policy is:¶

**(1)** Cancelled by us or at our request;¶

**(2)** Cancelled but rewritten with us or in our company group;¶

**(3)** Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or¶

**(4)** Cancelled after the first year of a prepaid policy that was written for a term of more than one year.¶

**c.** If the policy is cancelled at the request of the first **Named Insured**, other than a cancellation described in **b. (2), (3) or (4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.¶

**d.** The cancellation will be effective even if we have not made or offered a refund.¶

**e.** If the first **Named Insured** cancels the policy, we will retain no less than \$100 of the premium.¶

**Deleted:**

and applies to both Property and Business Liability Coverage:

We will be entitled to recovery only after the insured has been fully compensated for the loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.

E. The Mortgage Holders Condition in the **Property General Conditions F.2**, is replaced by the following:

1. If we elect not to renew this policy, we will give written notice to the mortgageholder:
  - a. As soon as practicable if nonrenewal is due. To the first Named Insured's failure to pay any premium required for renewal; or
  - b. At least 60 days before the expiration date of this policy if we nonrenew for any other reason.

**Provisions F and G modify the Property Loss Conditions:**

F. The Appraisal Condition E.2 is replaced by the following:

1. If we and you disagree on the value of the property or the amount of loss, either party may make a written request for an appraisal of the loss. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire.
2. An appraisal decision will not be binding on either party.
3. If there is an appraisal, we still retain our right to deny the claim.
4. Each party will pay its chosen appraiser; and bear the other expenses of the appraisal and umpire equally.

**Deleted:** The following replaces E.2 of the Property Loss Condition,

G. The Legal Action Against Us Condition E.4.b is replaced by the following:

The action is brought within 5 years after the date on which the direct physical loss or physical damage occurred.