

SERFF Tracking Number: TRVD-125286381 State: Arkansas
 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: AR-PC-07-026149
 Ltd.,(U.S.Branch), ...
 Company Tracking Number: 2007-08-0119
 TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
 Product Name: Commercial Deluxe Property
 Project Name/Number: Commercial Deluxe Property Form Filing/2007-08-0119

Filing at a Glance

Companies: NIPPONKOA Insurance Company Ltd.,(U.S.Branch), The Charter Oak Fire Insurance Company, The Phoenix Insurance Company, The Travelers Indemnity Company, The Travelers Indemnity Company of America, The Travelers Indemnity Company Of Connecticut, Travelers Property Casualty Company of America

Product Name: Commercial Deluxe Property	SERFF Tr Num: TRVD-125286381	State: Arkansas
TOI: 01.0 Property	SERFF Status: Closed	State Tr Num: AR-PC-07-026149
Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)	Co Tr Num: 2007-08-0119	State Status:
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Authors: Margaret Salsbury, Tia Slivinsky	Disposition Date: 09/27/2007
	Date Submitted: 09/21/2007	Disposition Status: Approved
Effective Date Requested (New): 12/01/2007		Effective Date (New): 12/01/2007
Effective Date Requested (Renewal): 12/01/2007		Effective Date (Renewal): 12/01/2007

General Information

Project Name: Commercial Deluxe Property Form Filing	Status of Filing in Domicile: Authorized
Project Number: 2007-08-0119	Domicile Status Comments: Authorized in CT, Pending in NY
Reference Organization: N/A	Reference Number: N/A
Reference Title: N/A	Advisory Org. Circular: N/A
Filing Status Changed: 09/27/2007	
State Status Changed: 09/21/2007	Deemer Date:
Corresponding Filing Tracking Number: N/A	
Filing Description:	
In compliance with the insurance laws and regulations in your state, our companies respectfully submit two revised mandatory endorsements, Common Policy Conditions – Deluxe, Forms IL T3 18 07 07 and IL N3 18 07 07, for use with our Deluxe Property Coverage Part.	

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The Common Policy Conditions – Deluxe forms are being revised to reflect an expansion of the Inspections and Surveys condition by the addition of an explicit statement that certain of its provisions do not apply to certification of boilers, pressure vessels or elevators mandated by state or municipal statutes, ordinances or regulations. For a detailed explanation of our forms, please refer to the enclosed filing memorandum along with the applicable forms transmittal supplements.

Company and Contact

Filing Contact Information

Margaret Salsbury, Senior Regulatory Analyst MSALSBUR@travelers.com
 One Tower Square (860) 277-6470 [Phone]
 Hartford, CT 06183 (860) 954-0580[FAX]

Filing Company Information

NIPPONKOA Insurance Company Ltd.,(U.S.Branch) One Tower Square Hartford, CT 06183 (860) 277-6470 ext. [Phone]	CoCode: 27073 Group Code: 2558 Group Name: FEIN Number: 98-0032627 -----	State of Domicile: New York Company Type: State ID Number:
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The Charter Oak Fire Insurance Company One Tower Square Hartford, CT 06183 (860) 277-6470 ext. [Phone]	CoCode: 25615 Group Code: 3548 Group Name: FEIN Number: 06-0291290 -----	State of Domicile: Connecticut Company Type: State ID Number:
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The Phoenix Insurance Company One Tower Square Hartford, CT 06183 (860) 277-6470 ext. [Phone]	CoCode: 25623 Group Code: 3548 Group Name: FEIN Number: 06-0303275 -----	State of Domicile: Connecticut Company Type: State ID Number:
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The Travelers Indemnity Company One Tower Square	CoCode: 25658 Group Code: 3548	State of Domicile: Connecticut Company Type:
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Hartford, CT 06183
(860) 277-6470 ext. [Phone]

Group Name:
FEIN Number: 06-0566050

State ID Number:

The Travelers Indemnity Company of America
One Tower Square
Hartford, CT 01683
(860) 277-6470 ext. [Phone]

CoCode: 25666
Group Code: 3548
Group Name:
FEIN Number: 58-6020487

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

The Travelers Indemnity Company Of
Connecticut
One Tower Square
Hartford, CT 06183
(860) 277-6470 ext. [Phone]

CoCode: 25682
Group Code: 3548
Group Name:
FEIN Number: 06-0336212

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

Travelers Property Casualty Company of
America
One Tower Square
Hartford, CT 06183
(860) 277-6470 ext. [Phone]

CoCode: 25674
Group Code: 3548
Group Name:
FEIN Number: 36-2719165

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

SERFF Tracking Number: TRVD-125286381 State: Arkansas
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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Charter Oak Fire Insurance Company	\$50.00	09/21/2007	15742658
The Phoenix Insurance Company	\$0.00	09/21/2007	
The Travelers Indemnity Company	\$0.00	09/21/2007	
The Travelers Indemnity Company of America	\$0.00	09/21/2007	
Travelers Property Casualty Company of America	\$0.00	09/21/2007	
The Travelers Indemnity Company Of Connecticut	\$0.00	09/21/2007	
NIPPONKOA Insurance Company Ltd.,(U.S.Branch)	\$0.00	09/21/2007	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	09/27/2007	09/27/2007

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Disposition

Disposition Date: 09/27/2007
Effective Date (New): 12/01/2007
Effective Date (Renewal): 12/01/2007
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

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

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Form	COMMON POLICY CONDITIONS - DELUXE	Approved	Yes
Form	COMMON POLICY CONDITIONS - DELUXE	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	COMMON POLICY CONDITIONS - DELUXE	IL N3 18 07 07	07-2007	Endorsement/Amendment/Conditions	Replaced Form #:0.00 IL N3 18 07 94 Previous Filing #: 1995-03-CM-224		IL N3 18 07 07 - Common Policy Condition - TRANSMITTAL.pdf IL N3 18 07 07 - Common Policy Condition - FORM.pdf
Approved	COMMON POLICY CONDITIONS - DELUXE	IL T3 18 07 07	07-2007	Endorsement/Amendment/Conditions	Replaced Form #:0.00 IL T3 18 03 98 Previous Filing #: 1998-03-PR-657		IL T3 18 07 07 - Common Policy Condition - TRANSMITTAL.pdf IL T3 18 07 07 - Common Policy Condition - FORM.pdf

DEPARTMENT OF INSURANCE
PROPERTY-CASUALTY FORMS TRANSMITTAL SUPPLEMENT
SHEET FOR FORM FILING

<u>FORM TITLE</u>	<u>NEW FORM</u>	<u>REPLACED FORM</u>	<u>TYPE OF FORM</u>	<u>DESCRIPTION OF FORM</u>
Common Policy Conditions - Deluxe	IL N3 18 07 07	IL N3 18 07 94	E-IL-M	<p>This form is being revised to reflect an expansion of the Inspections and Surveys condition by addition of an explicit statement that certain of its provisions do not apply to certification of boilers, pressure vessels or elevators mandated by state or municipal statutes, ordinances or regulations. The provisions specified as inapplicable are those stipulating that:</p> <p>Inspections, surveys, reports or recommendations do not warrant that conditions are safe, healthful or in compliance with laws, regulations, codes or standards; and</p> <p>The insurer is not obligated to make inspections, surveys, reports or recommendations.</p>

New Form IL N3 18 07 07 with Annotated Changes

COMMON POLICY CONDITIONS - DELUXE

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy or any Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.

Cancellation will not affect coverage on any shipment in transit on the date of cancellation. Coverage will continue in full force until such property is delivered and accepted.

5. If this policy or any Coverage Part is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us as part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations of boilers, pressure vessels or elevators.

E. PREMIUMS

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.

Form IL N3 18 07 94 Replaced

COMMON POLICY CONDITIONS - DELUXE

All Coverage Parts included in this policy are subject to the following conditions:

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy or any Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.

Cancellation will not affect coverage on any shipment in transit on the date of cancellation. Coverage will continue in full force until such property is delivered and accepted

5. If this policy or any Coverage Part is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

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C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. PREMIUMS

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.

2. We compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums. The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. On each renewal continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

G. WHEN WE DO NOT RENEW

If we decide not to renew this policy we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

H. DELUXE PROPERTY COVERAGE PART – REFERENCE TO FORMS AND ENDORSEMENTS

In some instances, the Deluxe Property Declarations – Declarations may list endorsements included in the Deluxe Property Coverage Part than reference:

1. The Commercial Property Coverage Part;
2. The Commercial Inland Marine Coverage Part;
3. Commercial Property forms including, but not limited to the following:
 - a. Building and Personal Property Coverage Form;
 - b. Business Income Coverage Form;
 - c. Commercial Property Conditions;
 - d. Causes of Loss – Special Form
 - e. Causes of Loss – Earthquake Form..

4. Commercial Inland Marine Forms including but not limited to the Transportation Coverage – Special Form

Endorsements referencing the Commercial Property Coverage Part, Commercial Inland Marine Coverage Part, Commercial Property Forms, or Commercial Inland Marine Forms apply to the Deluxe Property Coverage Forms in the same manner as they apply to the Forms they reference.

I. INSURANCE UNDER TWO OR MORE COVERAGE PARTS

If two or more of this policy's Coverage Parts apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

This policy consists of the Common Policy Declarations and the Coverage Parts and endorsements listed in that declarations form.

In return for payment of the premium, NIPPONKOA agrees with the Named Insured to provide the insurance afforded by a Coverage Part forming part of this policy. That insurance will be provided by the company indicated as insuring company in the Common Policy Declarations by the abbreviation of its name opposite that Coverage Part.

2. We compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums. The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. On each renewal continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

G. WHEN WE DO NOT RENEW

If we decide not to renew this policy we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

H. DELUXE PROPERTY COVERAGE PART – REFERENCE TO FORMS AND ENDORSEMENTS

In some instances, the Deluxe Property Declarations – Declarations may list endorsements included in the Deluxe Property Coverage Part than reference:

1. The Commercial Property Coverage Part;
2. The Commercial Inland Marine Coverage Part;
3. Commercial Property forms including, but not limited to the following:
 - a. Building and Personal Property Coverage Form;
 - b. Business Income Coverage Form;
 - c. Commercial Property Conditions;
 - d. Causes of Loss – Special Form
 - e. Causes of Loss – Earthquake Form..

4. Commercial Inland Marine Forms including but not limited to the Transportation Coverage – Special Form

Endorsements referencing the Commercial Property Coverage Part, Commercial Inland Marine Coverage Part, Commercial Property Forms, or Commercial Inland Marine Forms apply to the Deluxe Property Coverage Forms in the same manner as they apply to the Forms they reference.

I. INSURANCE UNDER TWO OR MORE COVERAGE PARTS

If two or more of this policy's Coverage Parts apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

This policy consists of the Common Policy Declarations and the Coverage Parts and endorsements listed in that declarations form.

In return for payment of the premium, NIPPONKOA agrees with the Named Insured to provide the insurance afforded by a Coverage Part forming part of this policy. That insurance will be provided by the company indicated as insuring company in the Common Policy Declarations by the abbreviation of its name opposite that Coverage Part.

COMMON POLICY CONDITIONS - DELUXE

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.

Cancellation will not affect coverage on any shipment in transit on the date of the cancellation. Coverage will continue in full force until such property is delivered and accepted.

5. If this policy or any Coverage Part is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

1. We have the right but not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake related only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. PREMIUMS

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.

2. We compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums. The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. On each renewal continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

G. WHEN WE DO NOT RENEW

If we decide not to renew this policy we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

H. DEXUXE PROPERTY COVERAGE PART- REFERENCE TO FORMS AND ENDORSEMENTS

In some instances, the Deluxe Property Declarations – Declarations may list endorsements included in the Deluxe Property Coverage Part that reference:

This policy consists of the Common Policy Declarations and the Coverage Parts and endorsements listed in that declarations form.

In return for payment of the premium, NIPPONKOA agrees with the Named Insured to provide the insurance afforded by a Coverage Part forming part of this policy. That insurance will be provided by the company indicated as insuring company in the Common Policy Declarations by the abbreviation of its name opposite that Coverage Part.

1. The Commercial Property Coverage Part;
2. The Commercial Inland Marine Coverage Part;
3. Commercial Property forms including, but not limited to, the following:
 - a. Building and Personal Property Coverage Form;
 - b. Business Income Coverage Form;
 - c. Commercial Property Conditions;
 - d. Causes of Loss – Special Form
 - e. Causes of Loss – Earthquake Form.
4. Commercial Inland Marine Forms including but not limited to the Transportation Coverage – Special Form

Endorsements referencing the Commercial Property Coverage Part, Commercial Inland Marine Coverage Part, Commercial Property Forms, or Commercial Inland Marine Forms apply to the Deluxe Property Coverage Forms in the same manner as they apply to the Forms they reference.

I. INSURANCE UNDER TWO OR MORE COVERAGE PARTS

If two or more of this policy's Coverage Parts apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

DEPARTMENT OF INSURANCE
PROPERTY-CASUALTY FORMS TRANSMITTAL SUPPLEMENT
SHEET FOR FORM FILING

<u>FORM TITLE</u>	<u>NEW FORM</u>	<u>REPLACED FORM</u>	<u>TYPE OF FORM</u>	<u>DESCRIPTION OF FORM</u>
Common Policy Conditions - Deluxe	IL T3 18 07 07	IL T3 18 03 98	E-IL-M	<p>This form is being revised to reflect an expansion of the Inspections and Surveys condition by addition of an explicit statement that certain of its provisions do not apply to certification of boilers, pressure vessels or elevators mandated by state or municipal statutes, ordinances or regulations. The provisions specified as inapplicable are those stipulating that:</p> <p>Inspections, surveys, reports or recommendations do not warrant that conditions are safe, healthful or in compliance with laws, regulations, codes or standards; and</p> <p>The insurer is not obligated to make inspections, surveys, reports or recommendations.</p>

New Form IL T3 18 07 07 with Annotated Changes

COMMON POLICY CONDITIONS - DELUXE

All Coverage Parts included in this policy are subject to the following conditions:

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy or any Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
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Cancellation will not affect coverage on any shipment in transit on the date of cancellation. Coverage will continue in full force until such property is delivered and accepted.

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6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us as part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations of boilers, pressure vessels or elevators.

E. PREMIUMS

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.

Form IL T3 18 03 98 Replaced

COMMON POLICY CONDITIONS - DELUXE

All Coverage Parts included in this policy are subject to the following conditions:

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy or any Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.

Cancellation will not affect coverage on any shipment in transit on the date of cancellation. Coverage will continue in full force until such property is delivered and accepted.

5. If this policy or any Coverage Part is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us as part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. PREMIUMS

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.

2. We compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums. The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. On each renewal continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

G. WHEN WE DO NOT RENEW

If we decide not to renew this policy we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

H. DELUXE PROPERTY COVERAGE PART – REFERENCE TO FORMS AND ENDORSEMENTS

In some instances, the Deluxe Property Declarations – Declarations may list endorsements included in the Deluxe Property Coverage Part than reference:

1. The Commercial Property Coverage Part;
 2. The Commercial Inland Marine Coverage Part;
 3. Commercial Property forms including, but not limited to the following:
 - a. Building and Personal Property Coverage Form;
 - b. Business Income Coverage Form;
 - c. Commercial Property Conditions;
 - d. Causes of Loss – Special Form
 - e. Causes of Loss – Earthquake Form..
 4. Commercial Inland Marine Forms including but not limited to the Transportation Coverage – Special Form
- Endorsements referencing the Commercial Property Coverage Part, Commercial Inland Marine Coverage Part, Commercial Property Forms, or Commercial Inland Marine Forms apply to the Deluxe Property Coverage Forms in the same manner as they apply to the Forms they reference.

I. INSURANCE UNDER TWO OR MORE COVERAGE PARTS

If two or more of this policy's Coverage Parts apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

This policy consists of the Common Policy Declarations and the Coverage Parts and endorsements listed in that declarations form.

In return for payment of the premium, we agree with the Named Insured to provide the insurance afforded by a Coverage Part forming part of this policy. That insurance will be provided by the company indicated as insuring company in the Common Policy Declarations by the abbreviation of its name opposite that Coverage Part.

2. We compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums. The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. On each renewal continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

G. WHEN WE DO NOT RENEW

If we decide not to renew this policy we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

H. DELUXE PROPERTY COVERAGE PART – REFERENCE TO FORMS AND ENDORSEMENTS

In some instances, the Deluxe Property Declarations – Declarations may list endorsements included in the Deluxe Property Coverage Part than reference:

1. The Commercial Property Coverage Part;
 2. The Commercial Inland Marine Coverage Part;
 3. Commercial Property forms including, but not limited to the following:
 - a. Building and Personal Property Coverage Form;
 - b. Business Income Coverage Form;
 - c. Commercial Property Conditions;
 - d. Causes of Loss – Special Form
 - e. Causes of Loss – Earthquake Form..
 4. Commercial Inland Marine Forms including but not limited to the Transportation Coverage – Special Form
- Endorsements referencing the Commercial Property Coverage Part, Commercial Inland Marine Coverage Part, Commercial Property Forms, or Commercial Inland Marine Forms apply to the Deluxe Property Coverage Forms in the same manner as they apply to the Forms they reference.

I. INSURANCE UNDER TWO OR MORE COVERAGE PARTS

If two or more of this policy's Coverage Parts apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

This policy consists of the Common Policy Declarations and the Coverage Parts and endorsements listed in that declarations form.

In return for payment of the premium, The Travelers agrees with the Named Insured to provide the insurance afforded by a Coverage Part forming part of this policy. That insurance will be provided by the company indicated as insuring company in the Common Policy Declarations by the abbreviation of its name opposite that Coverage Part.

COMMON POLICY CONDITIONS - DELUXE

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.

Cancellation will not affect coverage on any shipment in transit on the date of the cancellation. Coverage will continue in full force until such property is delivered and accepted.

5. If this policy or any Coverage Part is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

1. We have the right but not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake related only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. PREMIUMS

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.

2. We compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums. The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. On each renewal continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

G. WHEN WE DO NOT RENEW

If we decide not to renew this policy we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

H. DEXUXE PROPERTY COVERAGE PART- REFERENCE TO FORMS AND ENDORSEMENTS

In some instances, the Deluxe Property Declarations – Declarations may list endorsements included in the Deluxe Property Coverage Part that reference:

1. The Commercial Property Coverage Part;
2. The Commercial Inland Marine Coverage Part;
3. Commercial Property forms including, but not limited to, the following:
 - a. Building and Personal Property Coverage Form;
 - b. Business Income Coverage Form;
 - c. Commercial Property Conditions;
 - d. Causes of Loss – Special Form
 - e. Causes of Loss – Earthquake Form.
4. Commercial Inland Marine Forms including but not limited to the Transportation Coverage – Special Form

Endorsements referencing the Commercial Property Coverage Part, Commercial Inland Marine Coverage Part, Commercial Property Forms, or Commercial Inland Marine Forms apply to the Deluxe Property Coverage Forms in the same manner as they apply to the Forms they reference.

I. INSURANCE UNDER TWO OR MORE COVERAGE PARTS

If two or more of this policy's Coverage Parts apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

This policy consists of the Common Policy Declarations and the Coverage Parts and endorsements listed in that declarations form.

In return for payment of the premium, we agree with the Named Insured to provide the insurance afforded by a Coverage Part forming part of this policy. That insurance will be provided by the company indicated as insuring company in the Common Policy Declarations by the abbreviation of its name opposite that Coverage Part.

SERFF Tracking Number: TRVD-125286381 *State:* Arkansas
First Filing Company: NIPPONKOA Insurance Company *State Tracking Number:* AR-PC-07-026149
Ltd.,(U.S.Branch), ...
Company Tracking Number: 2007-08-0119
TOI: 01.0 Property *Sub-TOI:* 01.0001 Commercial Property (Fire and Allied
Lines)
Product Name: Commercial Deluxe Property
Project Name/Number: Commercial Deluxe Property Form Filing/2007-08-0119

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVD-125286381 State: Arkansas
First Filing Company: NIPPONKOA Insurance Company State Tracking Number: AR-PC-07-026149
Ltd.,(U.S.Branch), ...
Company Tracking Number: 2007-08-0119
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied
Lines)
Product Name: Commercial Deluxe Property
Project Name/Number: Commercial Deluxe Property Form Filing/2007-08-0119

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 09/27/2007

Comments:

Attachments:

Transmittal.pdf
NAIC Form Filing Schedule.pdf

Satisfied -Name: Cover Letter **Review Status:** Approved 09/27/2007

Comments:

Attachment:

AR - 2007-08-0119.pdf

Satisfied -Name: Explanatory Memorandum **Review Status:** Approved 09/27/2007

Comments:

Attachment:

Countrywide Filing Memo.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:			
		New Business			
		Renewal Business			
		f. State Filing #:			
		g. SERFF Filing #:			
		h. Subject Codes			
3. Group Name					Group NAIC #
The Travelers Companies, Inc.					3548
NIPPONKOA Insurance Company, Ltd.					2558
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #	
The Travelers Indemnity Company	CT	25658	06-0566050		
The Charter Oak Fire Insurance Company	CT	25615	06-0291290		
The Travelers Indemnity Company of Connecticut	CT	25682	06-0336212		
The Travelers Indemnity Company of America	CT	25666	58-6020487		
The Phoenix Insurance Company	CT	25623	06-0303275		
Travelers Property Casualty Company of America	CT	25674	36-2719165		
NIPPONKOA Insurance Company, Ltd.	NY	27073	98-0032627		
5. Company Tracking Number		2007-08-0119			
Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]					
6. Name and address	Title	Telephone #s	FAX #	e-mail	
Margaret M. Salsbury Travelers One Tower Square Hartford, CT 06183	Senior Regulatory Analyst	(860) 277-6470	(860) 954-0580	MSALSBUR@Travelers.com	
7. Signature of authorized filer		<i>Margaret M. Salsbury</i>			
8. Please print name of authorized filer		Margaret M. Salsbury			
Filing information (see General Instructions for descriptions of these fields)					
9. Type of Insurance (TOI)	01.01				
10. Sub-Type of Insurance (Sub-TOI)	01.0001				
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	N/A				
12. Company Program Title (Marketing title)	N/A				
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)				
14. Effective Date(s) Requested	New: 12-01-2007		Renewal: 12-01-2007		
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	09-20-2007				
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved				

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	2007-08-0119
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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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In compliance with the insurance laws and regulations in your state, our companies respectfully submit two revised mandatory endorsements, Common Policy Conditions – Deluxe, Forms IL T3 18 07 07 and IL N3 18 07 07, for use with our Deluxe Property Coverage Part.

The Common Policy Conditions – Deluxe forms are being revised to reflect an expansion of the Inspections and Surveys condition by the addition of an explicit statement that certain of its provisions do not apply to certification of boilers, pressure vessels or elevators mandated by state or municipal statutes, ordinances or regulations. For a detailed explanation of our forms, please refer to the enclosed filing memorandum along with the applicable forms transmittal supplements.

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]

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

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

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

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	2007-08-0119			
2.	This filing corresponds to rate/rule filing number (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	Common Policy Conditions - Deluxe	IL T3 18 07 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	IL T3 18 03 98	
02	Common Policy Conditions - Deluxe	IL N3 18 07 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	IL N3 18 07 94	
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		



Margaret M. Salsbury
Senior Regulatory Analyst
Regulatory Affairs, Business Insurance
Direct: (860) 277-6470; Fax: (860) 954-0580
One Tower Square, 0000-MN08A
Hartford CT, 06183
MSALSBUR@travelers.com

September 20, 2007

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

Commercial Deluxe Property
Form Filing
Company Filing Number: 2007-08-0119

The Travelers Indemnity Company	3548-25658
The Charter Oak Fire Insurance Company	3548-25615
The Travelers Indemnity Company of Connecticut	3548-25682
The Travelers Indemnity Company of America	3548-25666
The Phoenix Insurance Company	3548-25623
Travelers Property Casualty Company of America	3548-25674
NIPPONKOA Insurance Company, Ltd. (U. S. Branch)	2558-27073

Dear Commissioner Bowman:

In compliance with the insurance laws and regulations in your state, our companies respectfully submit two revised mandatory endorsements, Common Policy Conditions – Deluxe, Forms IL T3 18 07 07 and IL N3 18 07 07, for use with our Deluxe Property Coverage Part.

The Common Policy Conditions – Deluxe forms are being revised to reflect an expansion of the Inspections and Surveys condition by the addition of an explicit statement that certain of its provisions do not apply to certification of boilers, pressure vessels or elevators mandated by state or municipal statutes, ordinances or regulations. For a detailed explanation of our forms, please refer to the enclosed filing memorandum along with the applicable forms transmittal supplements.

We plan to implement these changes with respect to policies effective on or after December 1, 2007.

Your approval of this filing will be appreciated. Should you have any questions regarding this submission, please feel free to contact me at your convenience.

Sincerely,

Margaret M. Salsbury
Senior Regulatory Analyst
MS/ts
Enclosures

EXHIBIT I
FILING MEMORANDUM
DELUXE PROPERTY COVERAGE PART

The Common Policy Conditions - Deluxe is being revised to reflect an expansion of the Inspections and Surveys condition by addition of an explicit statement that certain of its provisions do not apply to certification of boilers, pressure vessels or elevators mandated by state or municipal statutes, ordinance or regulations. The provisions specified as inapplicable are those stipulating that Inspections, surveys, reports or recommendations do not warrant that conditions are safe, healthful or in compliance with laws, regulations, codes or standards; and the insurer is not obligated to make inspections, surveys, reports or recommendations.