

SERFF Tracking Number: XLAM-125299648 State: Arkansas
First Filing Company: Greenwich Insurance Company, ... State Tracking Number: AR-PC-07-026191
Company Tracking Number: 07MD-WC-WC30-AR-F
TOI: 16.0 Workers Compensation Sub-TOI: 16.0000 WC Sub-TOI Combinations
Product Name: Workers Compensation
Project Name/Number: Multi-Company tier rating filing/

Filing at a Glance

Companies: Greenwich Insurance Company, XL Insurance America, Inc. (formerly Winterthur International America Insurance Company), XL Specialty Insurance Company

Product Name: Workers Compensation SERFF Tr Num: XLAM-125299648 State: Arkansas
TOI: 16.0 Workers Compensation SERFF Status: Closed State Tr Num: AR-PC-07-026191
Sub-TOI: 16.0000 WC Sub-TOI Combinations Co Tr Num: 07MD-WC-WC30-AR-F State Status:
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Carol Stiffler, Brittany Yielding
Author: Jocelyn Miller-Harris Disposition Date: 09/28/2007
Date Submitted: 09/24/2007 Disposition Status: Approved
Effective Date Requested (New): 01/01/2008 Effective Date (New): 01/01/2008
Effective Date Requested (Renewal): 01/01/2008 Effective Date (Renewal):

General Information

Project Name: Multi-Company tier rating filing Status of Filing in Domicile: Authorized
Project Number: Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 09/28/2007
State Status Changed: 09/24/2007 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:

To introduce a multi-company tiered rating structure for Workers Compensation. The new tier rating approach is intended to move business from one tier into another once accepted by the company. Clear and concise eligibility criteria shows which risks are written in each tier. The eligibility criteria are mutually exclusive and not unfairly discriminatory.

Company and Contact

Filing Contact Information

Jocelyn Miller-Harris, State Filings Analyst jocelyn.miller-harris@xlai.com

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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Greenwich Insurance Company	\$0.00	09/24/2007	
XL Insurance America, Inc. (formerly Winterthur International America Insurance Company)	\$0.00	09/24/2007	
XL Specialty Insurance Company	\$0.00	09/24/2007	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Carol Stiffler	09/28/2007	09/28/2007

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Carol Stiffler	09/26/2007	09/26/2007	Jocelyn Miller- Harris	09/27/2007	09/27/2007
Pending Industry Response	Carol Stiffler	09/24/2007	09/24/2007	Jocelyn Miller- Harris	09/25/2007	09/25/2007

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Disposition

Disposition Date: 09/28/2007
Effective Date (New): 01/01/2008
Effective Date (Renewal):
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	explanatory memo	Approved	Yes
Supporting Document	COA Amendment-XLIA	Approved	Yes
Form	Information Page	Approved	Yes
Form	Deferred Premium Payment Agreement	Approved	Yes
Form	In Witness Endorsement-XLIA	Approved	Yes
Form	Change In Information Page	Approved	Yes
Form	Endorsement		
Form	Foreign Voluntary Compensation & Employers Liability Endorsement	Approved	Yes
Form	Amended Knowledge & Notice of Accident or Injury Endorsement	Approved	Yes
Form	Unintentional Failure to Disclose Endorsement	Approved	Yes
Form	Maximum Aggregate Loss Payment Endorsement-Multiple Lines	Approved	Yes
Form	Workers Compensation & Employers Liability Change Endorsement	Approved	Yes
Form	Waiver of Our Right to Recover from Others Endorsement	Approved	Yes
Form	Multiple Company Endorsement	Approved	Yes
Form	WORKERS COMPENSATION LARGE DEDUCTIBLE ENDORSEMENT	Approved	Yes
Form	Earlier Notice of Cancellation Provided by us endorsement	Approved	Yes
Form	Schedule of the Name of Insured	Approved	Yes
Form	Schedule of Other Workplaces	Approved	Yes
Form	Schedule of Endorsements	Approved	Yes
Form	Premium Discount Endorsement	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/26/2007
Submitted Date 09/26/2007
Respond By Date

Dear Jocelyn Miller-Harris,

This will acknowledge receipt of the captioned filing.

The original objection letter for the form filing didn't include the information below but the rate filing did. This will also apply to the form filing.

Our records indicate that XL Insurance America, Inc. (formerly Winterthur International America Ins. Co. #24554 does not have workers' compensation authority. A company may have casualty authority but not have workers' compensation. There is a \$500 fee that must be paid to the Arkansas Workers' Compensation Commission in order to have "Casualty including Workers' Compensation".

We have discovered that during the 1970s and 1980s that the person who was issuing the Certificates of Authority (C/A) was not putting the "including workers' compensation" or "excluding workers' compensation" qualifier on the C/A even when the company did pay the additional fee. If you believe that our records are incorrect and the company does have WC authority, please provide any of the following: the C/A showing "including workers' compensation", the letter from the Commissioner showing that workers' compensation was included; a copy of the cancelled check, or any other documentation that you believe shows that the company does have WC.

Please feel free to contact me if you have questions.

Sincerely,
Carol Stiffler

Response Letter

Response Letter Status Submitted to State
Response Letter Date 09/27/2007
Submitted Date 09/27/2007

Dear Carol Stiffler,

SERFF Tracking Number: XLAM-125299648 State: Arkansas
First Filing Company: Greenwich Insurance Company, ... State Tracking Number: AR-PC-07-026191
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Comments:

Response 1

Comments: Attached is a copy of the COA amendment. On the last page of this attachment you will see that the COA was amended to include Workers' Compensation on 2/24/72. At that time the company name was Vanguard Insurance Company, but this company was re-named Winterthur International America Insurance Company, then sold to XL and then re-named again as XL Insurance America, Inc. Please let us know if you have any additional questions.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: COA Amendment-XLIA

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Jocelyn Miller-Harris

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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 09/24/2007

Submitted Date 09/24/2007

Respond By Date

Dear Jocelyn Miller-Harris,

This will acknowledge receipt of the captioned filing.

Form WC 99 01 07 A is a blank endorsement. We cannot approve a blank endorsement. Please provide an explanation as to the ways this endorsement may be used.

Please feel free to contact me if you have questions.

Sincerely,

Carol Stiffler

Response Letter

Response Letter Status Submitted to State

Response Letter Date 09/25/2007

Submitted Date 09/25/2007

Dear Carol Stiffler,

Comments:

Response 1

Comments: Please find our response below in regards to the objection.

The Change Endorsement can pertain to one or more of the following:

(Premium Adjustment)

(Interstate Identification)

(Interstate experience modification)

(FEIN No.)

(The limits of our liability under Part Two)

(Subproducer code)

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(Policy No.)

(Premium finance indicator)

(Premium finance company)

(Underwriting information only change)

(Other states coverage)

(Amending of business of named insured)

(The method of payment)

(Payor name and/or address)

(Bill account number)

(Installment terms)

(Deposit premium percentage)

(Premium finance loan number)

(Named Insured)

(Mailing Address)

(UIN #)

(Insured's FEIN #)

(Intrastate identification no.)

(Intrastate experience modification)

(Merit Modification)

(Small employer premium incentive)

(SIC Code)

(NAICS code)

(Change in insured's state and/or location)

(Schedule Rating)

(Company Surcharge)

(Number of employees)

(Change in classes)

(Change in payroll)

Thank you for your assistance with this filing.

Sincerely,

Jocelyn Miller-Harris

Changed Items:

No Supporting Documents changed.

SERFF Tracking Number: *XLAM-125299648* *State:* *Arkansas*
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Company Tracking Number: *07MD-WC-WC30-AR-F*
TOI: *16.0 Workers Compensation* *Sub-TOI:* *16.0000 WC Sub-TOI Combinations*
Product Name: *Workers Compensation*
Project Name/Number: *Multi-Company tier rating filing/*

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Jocelyn Miller-Harris

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Information Page	WC 00001	01-08 A 1/08	Declaration Replaced s/Schedule	Replaced Form #:0.00 GIC WC1D 09 03; WC 000001A 0103 Previous Filing #: WORK-00-002; WC-F-AR-1299		WC 00 00 01 A 1-08.pdf
Approved	Deferred Premium Payment Agreement	WC 99 06	01-08 26	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 IL MP 7700 0504 Previous Filing #: 04GD-AP-ML01- CW-AR		WC 99 06 26.pdf
Approved	In Witness Endorsement- XLIA	WC 99 06	01-08 02 A	Endorsement/Amendment/Conditions New		0.00	WC 99 06 02 A.pdf
Approved	Change In Information Page Endorsement	WC 99 00	01-08 06B 1/08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 WC 990006A Previous Filing #: WC-F-AR-799		WC 99 00 06 B.pdf
Approved	Foreign Voluntary Compensation & Employers Liability Endorsement	WC 99 03	01-08 04 A 1/08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 WCE104; WC 99 03 04 Previous Filing #: WORK-00-002; WC-F-AR-0299		WC 99 03 04 A.pdf
Approved	Amended Knowledge & Notice of Accident or Injury Endorsement	WC 99 06	01-08 03 B 1/08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 WCE102 Previous Filing #: WORK-00-002		WC 99 06 03 B.pdf
Approved	Unintentional Failure to	WC 99 06	01-08 04 B 1/08	Endorsement/Amendment Replaced	Replaced Form #:0.00 WCE103		WC 99 06 04 B.pdf

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	Disclose		ent/Condi	Previous Filing #:	
	Endorsement		ons	WORK-00-002	
Approved	Maximum Aggregate Loss Payment Endorsement- Multiple Lines	WC 99 06 01-08 41 1/08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 WCE101 Previous Filing #: WORK-00-002	WC 99 06 41.pdf
Approved	Workers Compensation & Employers Liability Change Endorsement	WC 99 01 01-08 07 A	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 WCE107 Previous Filing #: WC-00-002	WC 99 01 07 A.pdf
Approved	Waiver of Our Right to Recover from Others Endorsement	WC 00 03 04-84 13	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 WCE106; WC 99 01 06 Previous Filing #: WC-00-002; WC- F-AR-0101	WC 000313.pdf
Approved	Multiple Company Endorsement	WC 99 03 03-00 25	Endorseme Withdrawn nt/Amendm ent/Condi ons	Replaced Form #:0.00 withdrawn for XLS Previous Filing #:	
Approved	WORKERS COMPENSATIO N LARGE DEDUCTIBLE ENDORSEMENT	WC 99 06 01-08 27 1/08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 WCLP 99 06 00 (11/03) Previous Filing #: 03SD-LP-WC01- CW-AR	WC 99 06 27.pdf
Approved	Earlier Notice of Cancellation Provided by us endorsement	WC 99 01 01-08 10 1/08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 WC 99 01 08 Previous Filing #: WC-F-0301	WC 99 01 10.pdf
Approved	Schedule of the Name of Insured	WC 99 00 01-08 07	Endorseme New nt/Amendm ent/Condi ons	0.00	WC 99 00 07.pdf
Approved	Schedule of Other	WC 99 00 01-08 08	Endorseme New nt/Amendm	0.00	WC 99 00 08.pdf

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	Workplaces		ent/Condi ons		
Approved	Schedule of Endorsements	WC 99 00 01-08 09	Endorseme New nt/Amendm ent/Condi ons	0.00	WC 99 00 09.pdf
Approved	Premium Discount Endorsement	WC 00 04 08-95 06A	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 WC 00 04 06 Previous Filing #:	WC 00 04 06 a.pdf

INFORMATION PAGE

Insurer: xxx

POLICY NO.

1. Name and Address of Insured: _____ Renewal of: _____
 NCCI Carrier Code: _____
 Legal Entity: _____

Other workplaces not shown above: _____

2. The policy period is from _____ to _____ 12:01 A.M. Standard Time at the Insured's mailing address.
3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:
- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident \$ _____ each accident
 Bodily Injury by Disease \$ _____ policy limit
 Bodily Injury by Disease \$ _____ each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

D. This policy includes these endorsements and schedules:

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
-----------------	----------	---	--------------------------------------	--------------------------------

Deposit Premium: _____ Total Estimated Annual Premium \$ _____
 Minimum Premium: _____
 Premium Adjustment Period: _____

Countersigned by _____

Servicing Office: xxx

Producer Name and Code No: _____

Date of Issue: _____



**INFORMATION PAGE
(CONTINUED)**

Name and Address of Insured:

Policy No.:

Policy Period:

NAICS#:

FEIN:

Of Employees:

Insured/State/Location No:

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
-----------------	----------	---	--------------------------------------	--------------------------------

Date of Issue:



ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFERRED PREMIUM PAYMENT AGREEMENT

The **Named Insured** hereby agrees to pay the total premium of \$_____ in _____ (choose quarterly installments or semi-annual installments) as shown on the schedule below and the premium is hereby made so payable. The policy provisions for Cancellation due to Nonpayment of Premium are applicable under the Deferred Premium Payment Agreement and all premium must be paid prior to policy expiration.

All mid term endorsements will be considered separate transactions with any additional premiums due 30 days from the effective date of the endorsement.

SCHEDULE

QUARTERLY INSTALLMENTS

DUE DATE	AMOUNT DUE
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

SEMI-ANNUAL INSTALLMENTS

DUE DATE	AMOUNT DUE
_____	\$ _____
_____	\$ _____

All other terms and conditions remain the same.

(Authorized Representative)

IN WITNESS ENDORSEMENT

XL INSURANCE AMERICA, INC.

ADMINISTRATIVE OFFICE: SEAVIEW HOUSE
70 SEAVIEW AVENUE
STAMFORD, CT 06902-6040

STATUTORY HOME OFFICE: 1201 NORTH MARKET STREET
SUITE 501
WILMINGTON, DE 19801

It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



Dennis P. Kane
President



Kenneth P. Meagher
Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE IN INFORMATION PAGE

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

INSURER:

NCCI Company Number:

Policy Number:

Endorsement Number:

Effective Date:

Effective hour is the same as stated in the Information Page of the policy.

Name Insured and Address:

FEIN NUMBER:

It is agreed that the policy is amended as follows:

All other terms and conditions remain the same.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must be completed always:

Endorsement Number:

Policy Number:

(Name of Insurance Company)

Complete only when this endorsement is not prepared with the policy or is not to be effective with the policy:

Issued to:

Effective Date of this Endorsement:

Countersigned by _____
Authorized Representative

Foreign Voluntary Compensation And Employers' Liability Coverage

A. How This Insurance Applies

This Insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death. Disease includes any sickness or disease endemic to the place of the employee's employment outside the United States, its territories or possessions, or Canada.

1. The employee must be a citizen or resident of the United States, its territories or possessions, or Canada.
2. The bodily injury must occur while the employee is working outside of the United States, its territories or possessions, or Canada.
3. The bodily injury must occur in the course of employment.
4. Bodily Injury by accident must occur during the policy period.
5. Bodily Injury by disease must be caused or aggravated by the conditions of the person's employment with you. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if your employees were subject to the workers' compensation law shown in the schedule. We will pay those amounts to the persons who would be entitled to them under that law.

We will pay reasonable expenses over and above normal transportation costs for the return of the insured employee from anywhere in the world to the United States. The repatriation must be necessary in the option of competent medical authority to provide proper treatment of the bodily injury.

The repatriation expense shall not exceed the limit stated in this endorsement.

C. Exclusions

This insurance does not cover:

1. Any obligation imposed by a workers' compensation or occupational disease law, or any similar law.
2. Bodily injury intentionally caused or aggravated by you.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits fails in the above, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED KNOWLEDGE AND NOTICE OF ACCIDENT OR INJURY ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

The first sentence of the section titled – **Your Duties If Injury Occurs** is amended to read as follows:

You shall tell us or any of our authorized representatives or agents as soon as practicable after an accident or injury becomes known to you. It is agreed that knowledge of an accident or injury by your agent, servant or employee shall not in itself constitute knowledge by you unless you or any partner or any executive officer or any other officer or person responsible for insurance matters for you shall have received such notice from the agent, servant or employee.

All other terms and conditions remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINTENTIONAL FAILURE TO DISCLOSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

Your unintentional failure to disclose all hazards existing as of the inception date of this policy shall not prejudice your coverage afforded by this policy.

All other terms and conditions remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAXIMUM AGGREGATE LOSS PAYMENT ENDORSEMENT MULTIPLE LINES

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

This endorsement changes the Policy to which it is attached effective on the inception date of the Policy unless a different date is indicated above.

SCHEDULE

1. Maximum Aggregate Loss Payment: \$ _____
2. Maximum Aggregate Loss Payment Adjustment: \$ _____ per \$ _____ of _____
3. Estimated Exposure Base for Adjustment: _____
4. Allocated Loss Adjustment Expense is included in excluded from the calculation of the Aggregate Maximum Loss Payment.
5. Policies Affected:

<u>Policy Number:</u>	<u>Policy Period:</u>
-----------------------	-----------------------

- I. This endorsement has been issued because you chose to limit your obligations under one or more deductible endorsements, retrospective premium endorsements, self-insured retention endorsements or policy forms of the policies ("Policies") shown in Item 5 of the Schedule. In consideration of the premiums paid for the Policies, we agree that the maximum amount of payments that you are obligated to pay to us or pay on our behalf pursuant to any retrospective loss limitations, deductible endorsements or self-insured retention ("Loss Payments") forming a part of the Policies, for accidents, loss by disease or occurrences during the terms of such Policies, shall not exceed (unless adjusted upward in accordance with Paragraph II) the Maximum Aggregate Loss Payment amount shown in the Schedule.
- II. The Maximum Aggregate Loss Payment shall only be adjusted upward by using the rates shown in Item 2 of the Schedule above against the Estimated Exposure Base in Item 3 and shall be calculated at audit after expiration of the Policies.
- III. In determining the Maximum Aggregate Loss Payment, all Loss Payments made pursuant to the Policies for damages or benefits shall be included. Allocated loss adjustment expense shall be included or excluded from the calculation of the Maximum Aggregate Loss Payment as indicated in the Schedule. The calculation of the Maximum Aggregate Loss Payment will not include: amounts added to incurred losses to arrive at converted losses, excess, basic, deductible or other premiums, surcharges, assessments, unallocated loss adjustment expenses, third party claims administrator fees, tax factor payments, residual market charges or payments (where applicable), insurance charges, charges for the Maximum Aggregate Loss Payment Endorsement or other similar amounts. Only Payments due for occurrences or accidents occurring within one year of the date of the earliest policy inception date on the Schedule shall be included in the Maximum Aggregate Loss Payment.

- IV. Allocated loss adjustment expense shall have the meaning found in the Policies (including any endorsements). If allocated loss adjustment expense has not been defined in a particular policy, then it shall mean expenses we allocated directly to a particular claim, in accordance with applicable statistical or rating plans or the policies. For automobile liability or general liability policies, allocated loss adjustment expense shall also include any supplementary payments.
- V. Cancellation or termination of one or more of the policies on the Schedule does not affect the Maximum Aggregate Loss Payment.
- VI. This endorsement may be attached to any one or all of the policies listed in the Schedule. When attached to more than one policy, no more than one Maximum Aggregate Loss Payment shall apply to all such policies listed in the Schedule. In this endorsement, the words "you", "your", "we", "us" and "our" shall have the same meanings as they have in the policies listed in the Schedule.

All other terms and conditions remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No.	Endorsement No.
-----------------------	------------	-----------------

Insured

Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

All other terms and conditions remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Insurance Company

Countersigned by _____

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. _____ of the _____ (NAME OF INSURANCE COMPANY)

issued to

Premium (if any) \$ _____
Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.*

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

*Typist: strike out third sentence if inapplicable.

WORKERS COMPENSATION LARGE DEDUCTIBLE ENDORSEMENT

A. General Conditions

1. This endorsement applies to the Workers Compensation Insurance, Employers Liability Insurance, and to the Other States Insurance coverage provided in this policy. This endorsement also applies to the insurance provided by any endorsement to this policy.
2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under the policy except as otherwise stated in this endorsement.
3. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally required, including Allocated Loss Adjustment Expenses(s), where you have elected to include such expense as indicated in the Schedule, which arises out of any claim or suit we defend.
4. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amount, provided that this does not release you from your obligation to reimburse us.

B. Deductible – Each Accident

1. The deductible amount – each accident stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined for bodily injury to one or more employees as the result of any one accident or for disablement of any one employee due to bodily injury by disease. All or a portion of the Allocated Loss Adjustment Expense may be included in the deductible amount depending upon the option selected by you, as indicated in the Schedule.

C. Aggregate Deductible Limit

1. The amount stated in the Schedule as the Aggregate Deductible Limit is the most you must reimburse us for the sum of all indemnity and medical benefits and damages within the Each Accident Deductible. All or a portion of the Allocated Loss Adjustment Expense may be subject to the aggregate depending upon the option selected by you, as indicated in the Schedule.

The aggregate will not be reduced if:

- (a) this endorsement is issued for a term of less than (1) year, or
- (b) the policy or this endorsement is canceled for any reason by you or by us before the end of the policy period.

D. Effect of Deductible on Employers Liability Limits

1. The applicable limits of liability as respects the Employers Liability insurance coverage provided in this policy will be reduced by the deductible amount(s) applicable to the corresponding type of Employers Liability claim for accident or disease covered under this policy. In the event of a claim, our liability to pay is the amount available for damages that remains after the subtraction of the specific deductible amount from the applicable limits of liability. The payment of Allocated Loss Adjustment Expense(s) will not reduce, and is in addition to, the limits of liability, but where elected by you, such expense will be reimbursed to us by you as stated in the Schedule.

E. Allocated loss Adjustment Expense

1. “**Allocated Loss Adjustment Expense**” (or “ALAE”) encompasses the following costs of a carrier which can be directly allocated to a particular claim:

- (a) Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representatives.
- (b) Court, Alternate Dispute Resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:
 - Medical examinations of a claimant to determine the extent of our liability, degree of permanency or length of disability;
 - Expert medical or other testimony;
 - Autopsy;
 - Witnesses and summonses;
 - Copies of documents such as birth and death certificates and medical treatment records;
 - Arbitration fees;
 - Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a Claim;
 - Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a Claim;
 - Appeal bond costs and appeal filing fees.
- (c) Medical cost containment expenses incurred with respect to a particular Claim, whether by an outside vendor or done internally by an employee for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:
 - Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.
 - Hospital and other treatment utilization reviews, including pre-certification/pre-admission, concurrent or retrospective reviews.
 - Preferred provider Network/Organization expenses.
 - Medical fee review panel expenses.
- (d) Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular Claim and are required to be performed by statute or regulation.

The following shall not be included as "Allocated Loss Adjustment Expense":

- (a) Salaries, overhead and traveling expenses of carrier employees, except for employees while doing activities previously listed as allocated expenses.
- (b) Fees paid to independent Claims professionals or attorneys (hired to perform the function of Claim investigation normally performed by Claim adjusters for developing and investigating a Claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered Claims.
- (c) Expenses which are defined as either an indemnity or medical loss.

F. Multiple Line/Multiple Policy Maximum Loss Content

1. As an alternative to an Aggregate Deductible Limit for Workers Compensation, you may agree to a Multiple Line/Multiple Policy Maximum Loss Content. Under this arrangement the maximum amount of payments by you for any reimbursement within a deductible, loss limit or retained limit for any policy listed in the schedule on the deductible endorsement, shall be limited to the amount specified as the Maximum Loss Content in that schedule.

The insured and insurer may agree to state the Maximum Loss Content as a negotiated rate per \$100 of final audited payroll, or other exposure base specified on the deductible endorsement, subject to a negotiated minimum aggregate. As an alternative, the insured and insurer may also agree to state Maximum Loss Content as a negotiated percentage of final audited standard premium.

The Maximum Loss Content charge is the component intended to provide for the amount of loss (and ALAE, if applicable) expected to exceed the established Maximum Loss Content. If a Maximum Loss Content is selected, the aggregate deductible limit charge to be included in the Deductible Premium formula is negotiated by the insured and insurer.

G. Recovery From Others

1. If we recover any payments under this policy from anyone liable for the injury, the amount we recover will be applied as follows:

- (a) First, to any payments made by us in excess of the deductible amount; and
- (b) The remainder, if any, will be applied to reduce the deductible amount reimbursed by you.

H. Cancellation

1. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions. We will remain fully responsible for the full payment of all claims for bodily injury by accident or bodily injury by disease that occurred prior to the effective date of cancellation, and you will remain fully responsible for reimbursing us.

2. When a cancellation is due to non-payment of premiums, the cancellation shall not become effective until ten (10) days after a notice of cancellation is served on the employer and filed with the office of the Chairman.

3. When a cancellation is due to any reason other than non-payment of premiums, the cancellation becomes effective thirty (30) days after the notice of cancellation is served on the employer and filed with the office of the Chairman.

I. Sole Representative

1. The first Named Insured stated in the Information Page will act on behalf of all the named insureds with respect to:
 - (a) Changes to this endorsement;
 - (b) Obligations to receive premiums; or
 - (c) Giving or receiving notice of cancellation.

J. Your Duties and Understanding

1. All bodily injuries by accident or disease for which you are responsible shall be promptly reported to us. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

K. Other Rights and Duties

1. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:
 - (a) Our right and duty to defend any claim, proceeding or suit against you, and
 - (b) Your duties if injury occurs.

SCHEDULE

1. Deductible Amount \$ _____ Each Accident (including disease as defined in Deductible – Each Accident).

2. Aggregate Limit is _____.

It is adjusted based on: (option that applies is indicated by "x")

a. ___ Negotiated rate of _____ per \$100 of audited payroll
(enter rate)

But in no event less than \$ _____.
(dollar amount)

b. ___ Negotiated percentage of standard premium _____
(percentage of standard premium)

But in no event less than \$\$ _____.
(dollar amount)

c. ___ No Aggregate Limit applies.

3. Allocated Loss Adjustment Expenses (ALAE) : (option that applies is indicated by "x")

A. ___ Included in the deductible – each accident limit and included in the aggregate amount; or

B. ___ Excluded from the deductible – each accident limit and _____ aggregate amount; and
(“included in” or “excluded from”)

(option that applies is indicated by "x")

i. ___ reimbursed by you for total amount of expense regardless of deductible limit(s); or

ii. ___ shared pro rata between you and us; or

iii. ___ fully paid by us in return for a flat charge payable by you

flat charge: _____.
(enter dollar amount)

NOTE: EXCEPT FOR OPTION B. III. ABOVE, YOU ARE OBLIGATED TO REIMBURSE US FOR SOME OR ALL OF THE ALAE ASSOCIATED WITH LOSSES WITHIN THE DEDUCTIBLE AMOUNT.

4. Claims Handling and other associated expenses:

A. Claim Handling is (options that apply are indicated by "x")

i. ___ reimbursed by you as a percentage charge for each loss;
percentage charge: _____;

ii. ___ reimbursed by you as a flat charge for each claim:
flat charge per claim \$ _____ ;

iii. ___ reimbursed by you as a flat charge against the policy;
flat charge \$ _____.

iv. ___ reimbursed by you at an amount of \$ _____.

B. Charges other than claim handling is: (options that apply are indicated by "x")

i. ___ reimbursed by you at a rate of _____ times exposure base of _____ per _____; or

ii. ___ reimbursed by you as a flat charge of _____ against the policy.

- 5. At final premium audit, this policy (options that apply are indicated by "x")
 - a. ___ will be billed to you at a rate of \$_____ per \$100 of audited payroll; or
 - b. ___ will be billed to you using rates on Declaration Page.

- 6. Maximum Loss Content (applicable only if 2.c. of this Schedule is selected) (option that applies is indicated by "x")
 - a. ___ Negotiated rate of _____ per \$100 of audited payroll
(enter rate)
But in no event less than \$ _____.
(dollar amount)
 - b. ___ Negotiated percentage of standard premium _____
(percentage of standard premium)
But in no event less than \$ _____.
(dollar amount)

Schedule of Policy Numbers for which the Maximum Loss Content is applicable

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must be completed always:

Endorsement Number:
Policy Number:

(Name of Insurance Company)

Complete only when this endorsement is not prepared with the policy or is not to be effective with the policy:

Issued to:
Effective Date of this Endorsement:

Countersigned by _____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

Number of Days Notice: _____

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

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in **PART SIX – CONDITIONS, D. Cancellation** of the Workers' Compensation and Employers' Liability Insurance Policy or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

All other terms and conditions remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Insurance Company

Countersigned by _____

SCHEDULE OF THE NAME OF INSURED

Item 1 of the Information Page is amended to include:

INSURED NAME

FEIN NUMBER

All other terms and conditions of this policy remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Insurance Company

Countersigned by _____

SCHEDULE OF OTHER WORKPLACES

Item 1 of the Information Page is amended to include:

<u>Name of Insured</u>	<u>Address of Insured</u>	<u>FEIN</u>
------------------------	---------------------------	-------------

All other terms and conditions of this policy remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No.	Endorsement No.
-----------------------	------------	-----------------

Insured

Insurance Company

Countersigned by _____

SCHEDULE OF ENDORSEMENTS

Item 3.D Endorsement Number is amended to include:

All other terms and conditions of this policy remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Insurance Company

Countersigned by _____

PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

1. **State**

Estimated Eligible Premium

First	Next	Next	Balance
\$10,000	\$190,000	\$1,550,000	

2. Average percentage discount: _____%

3. Other policies:

4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured	Effective Policy No.	Endorsement No. Premium
Insurance Company	Countersigned by _____	

SERFF Tracking Number: *XLAM-125299648* *State:* *Arkansas*
First Filing Company: *Greenwich Insurance Company, ...* *State Tracking Number:* *AR-PC-07-026191*
Company Tracking Number: *07MD-WC-WC30-AR-F*
TOI: *16.0 Workers Compensation* *Sub-TOI:* *16.0000 WC Sub-TOI Combinations*
Product Name: *Workers Compensation*
Project Name/Number: *Multi-Company tier rating filing/*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: XLAM-125299648 State: Arkansas
First Filing Company: Greenwich Insurance Company, ... State Tracking Number: AR-PC-07-026191
Company Tracking Number: 07MD-WC-WC30-AR-F
TOI: 16.0 Workers Compensation Sub-TOI: 16.0000 WC Sub-TOI Combinations
Product Name: Workers Compensation
Project Name/Number: Multi-Company tier rating filing/

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 09/28/2007

Comments:

Attachments:

NAIC Transmittal-forms.pdf
AR FORM FILING SCHEDULE.pdf

Satisfied -Name: explanatory memo **Review Status:** Approved 09/28/2007

Comments:

Attachment:

AR Explanatory Memorandum-forms.pdf

Satisfied -Name: COA Amendment-XLIA **Review Status:** Approved 09/28/2007

Comments:

Attachment:

COA Amendment-XLIA.pdf

16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	9/24/07
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	07MD-WC-WC30-AR-F
--	-------------------

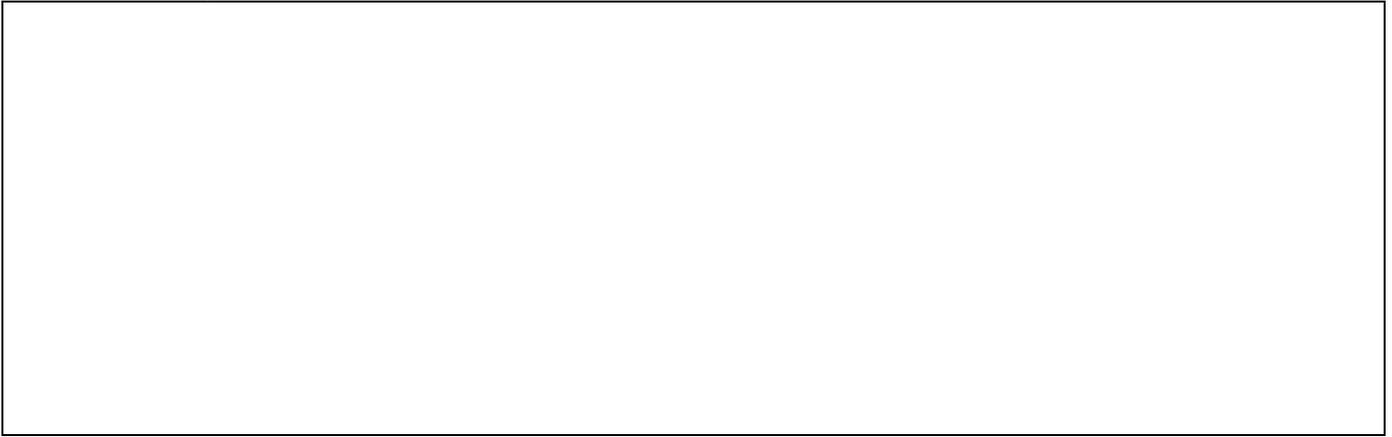
21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
--

please see explanatory memo.

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 #:
Amount:

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 #	07MD-WC-WC30-AR-F			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	07MD-WC-WC30-AR			
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	INFORMATION PAGE (Mandatory)	WC 000001A 1/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement for GIC, XLS; New for XLIA <input type="checkbox"/> Withdrawn	GIC WCD AR1 09 03 ; WC 000001A 01 03	WORK-00-002 WC-F-AR-1299
02	DEFERRED PREMIUM PAYMENT SCHEDULE (Optional) – Attached to any policy where installments have been agreed to remit policy premium.	WC 99 06 26	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement for GIC, XLS; New for XLIA <input type="checkbox"/> Withdrawn	IL MP 7700 0504	04GD-AP-ML01-CW-AR
03	IN WITNESS ENDORSEMENT - XL INSURANCE AMERICA, INC.(Mandatory)	WC 99 06 02 A	<input checked="" type="checkbox"/> New for XLIA <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	CHANGE IN INFORMATION PAGE ENDORSEMENT (Optional). This endorsement is intended to be used to amend Information Page items due to typographical errors. It is not intended to be used to effect coverage changes.	WC 99 00 06 B 1/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement for XLS; New for GIC, XLIA <input type="checkbox"/> Withdrawn	WC 99 00 06 A	WC-F-AR-799
05	EARLIER NOTICE OF CANCELLATION PROVIDED BY US ENDORSEMENT (Optional). This endorsement is used when we need to amend the number of days cancellation notice. We will never amend such that we do not comply with state law; we will only use this endorsement to provide more days notice than that required by state law.	WC 99 01 10 1/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement for GIC, XLS New for XLIA <input type="checkbox"/> Withdrawn	WC 99 01 08	WC-F-0301

06	FOREIGN VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY ENDORSEMENT (Optional). This endorsement is used to provide WC and EL coverage for an Insured's employees who are working outside of the U.S., its territories or possessions or Canada. Coverage is subject to the benefits of the scheduled state and is subject to the exclusions, terms and conditions outlined in the endorsement.	WC 99 03 04 A 1/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement for GIC, XLS; New for XLIA <input type="checkbox"/> Withdrawn	WCE104 WC 990304	WORK-00-002 WC-F-AR-0299
07	AMENDED KNOWLEDGE AND NOTICE OF ACCIDENT OR INJURY ENDORSEMENT (Optional). This endorsement expands the knowledge provision by stating that knowledge to the agent or our authorized representative constitutes knowledge to the company as long as the agent or authorized representative also notifies the insured partner, executive officer or person responsible for insurance matters.	WC 99 06 03 B 1/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement for GIC; New for XLS, XLIA <input type="checkbox"/> Withdrawn	WCE102	WORK-002
08	UNINTENTIONAL FAILURE TO DISCLOSE ENDORSEMENT (Optional). This endorsement is used to reinforce the point that unintentional failure to disclose all hazards which exist as of policy inception will not present a detriment to the coverage afforded by this policy.	WC 99 06 04 B 1/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement for GIC; New for XLS, XLIA <input type="checkbox"/> Withdrawn	WCE103	WORK-002
09	MAXIMUM AGGREGATE LOSS PAYMENT ENDORSEMENT - MULTIPLE LINES (Optional). This endorsement is used when the insured has purchased multiple insurance policies with the company and has chosen to limit the loss payment on those policies scheduled in this endorsement to a designated Maximum Aggregate Loss Payment as stated in the schedule.	WC 99 06 41 1/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement for GIC; New for XLS, XLIA <input type="checkbox"/> Withdrawn	WCE101	WORK-002

10	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY CHANGE ENDORSEMENT (Optional). This endorsement is intended to effect a change that is not reflected on the Information Page. An example of its use would be adding notification of cancellation for certificate holders.	WC 99 01 07 A	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement for GIC; New for XLS, XLIA <input type="checkbox"/> Withdrawn	WCE 107	WC-00-002
11	MULTIPLE COMPANY ENDORSEMENT	WC 99 03 25	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn for XLS		
12	SCHEDULE OF THE NAME OF INSURED (Optional)	WC 99 00 07	<input checked="" type="checkbox"/> New for all 3 companies <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	SCHEDULE OF OTHER WORKPLACES (Optional)	WC 99 00 08	<input checked="" type="checkbox"/> New for all 3 companies <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	SCHEDULE OF ENDORSEMENTS (Optional)	WC 99 00 09	<input checked="" type="checkbox"/> New for all 3 companies <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	WORKERS COMPENSATION LARGE DEDUCTIBLE ENDORSEMENT (Optional)	WC 99 06 27	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement for XLS; New for GIC, XLIA <input type="checkbox"/> Withdrawn	WCLP 99 06 00 (11/03)	03SD-LP-WC01-CW-AR
16	PREMIUM DISCOUNT ENDORSEMENT - (Optional) – This is an NCCI form.	WC 00 04 06 A	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement for GIC, XLS; New for XLIA <input type="checkbox"/> Withdrawn	WC 00 04 06	
17	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS - (Optional) – This is an NCCI form.	WC 00 03 13	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement for GIC, XLS; New for XLIA <input type="checkbox"/> Withdrawn	WCE106 WC 99 01 06	WC-00-002 WC-F-AR-0101

**EXPLANATORY MEMORANDUM - FORMS
ARKANSAS**

NCCI Reference Filings

We are currently affiliated with NCCI for all three (3) companies. As such, we will utilize the most current NCCI forms which are filed on our behalf (as applicable) by NCCI with your Division for all three (3) companies.

In addition to the NCCI forms we are also submitting several Independent forms for your review and approval.

Revised Forms:

The following are forms which were currently filed and approved for GIC and/or XLS, but have been revised for formatting, form numbering, and/or to remove any references to a specific XL company. They are being filed to expand their use to all three (3) companies. Any previous filing information is shown on the attached Form Filing Schedule.

<u>Revised Form #</u>	<u>Previous Form #</u>	<u>Form Title</u>
WC 000001A 1/08	GIC WCD AR1 0903 WC 000001A 0103	Information Page
WC 99 00 06 B	WC 99 00 06 A	Change in Information Page Endorsement
WC 99 01 07 A	WCE107	Workers Compensation and Employers' Liability Change Endorsement
WC 99 01 10	WC 99 01 08	Earlier Notice of Cancellation Provided By Us Endorsement
WC 99 03 04 A	WC 99 03 04 WCE104	Foreign Voluntary Compensation and Employers' Liability Coverage Endorsement
WC 99 06 03 B	WCE102	Amended Knowledge and Notice of Accident or Injury Endorsement
WC 99 06 04 B	WCE103	Unintentional Failure to Disclose Endorsement
WC 99 06 27	WCLP 99 06 00 (11/03)	Workers Compensation Large Deductible Endorsement
WC 99 06 26	IL MP 7700 05 04	Deferred Premium Payment Schedule
WC 99 06 41	WCE101	Maximum Aggregate Loss Payment Endorsement – Multiple Lines
WC 00 04 06 A	WC 00 04 06	Premium Discount Endorsement <i>Reason for filing:</i> This filing requests the use of Premium Discount Table 9. This NCCI form needs to be used with Table 9.
WC 00 03 13	WC 99 01 06 08 00 WCE106	Waiver of Our Right to Recover From Others <i>Reason for filing:</i> This filing requests the use of the NCCI form and the withdrawal of the Independent forms.

**EXPLANATORY MEMORANDUM - FORMS
ARKANSAS**

New Forms:

The following are new form filings for all three (3) companies:

WC 99 00 07	Schedule of the Name of Insured
WC 99 00 08	Schedule of Other Workplaces
WC 99 00 09	Schedule of Endorsements

New/Revised Forms for XLIA only:

WC 99 06 02 A	In Witness Endorsement – XL Insurance America, Inc.
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Reason for NEW filing: Expanding the use to XLIA.

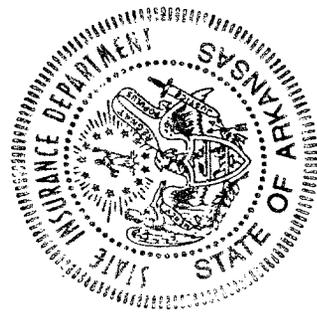
Withdrawn Forms:

WC 99 03 25	Multiple Company Endorsement
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Reason for Withdrawal: No longer required.

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of Arkansas, Certificate of Authority No. 501 is hereby amended as follows:

WINTERTHUR INTERNATIONAL AMERICA INSURANCE COMPANY (NAIC #24554) changed its name to XL INSURANCE AMERICA, INC. and redomesticated from Wisconsin to Delaware, moving its home office from Sun Prairie, Wisconsin to Wilmington, Delaware.



Effective this 24th day of December, 2002.

INSURANCE COMMISSIONER

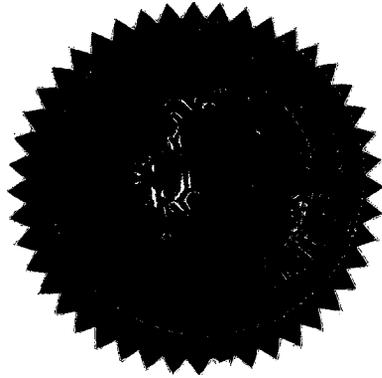
DEPUTY COMMISSIONER

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of Arkansas, Certificate of

Authority No. 501 is hereby amended as follows: WINTERTHUR INTERNATIONAL AMERICA INSURANCE

COMPANY CERTIFICATE OF AUTHORITY HAS BEEN AMENDED TO INCLUDE THE WRITING OF SURETY.

effective this the 8TH day of JULY, 1998.



James B. Babin

INSURANCE COMMISSIONER

By

[Signature]
DEPUTY COMMISSIONER

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of Arkansas, Certificate of Authority No. 501 is hereby amended as follows:

WINTERTHUR INTERNATIONAL AMERICA INSURANCE COMPANY (NAIC #24554) redomesticated from Texas to Wisconsin, moving its Home Office from Dallas, Texas to Sun Prairie, Wisconsin.

Effective this 1st day of January, 1997.



John D. Bink

INSURANCE COMMISSIONER

[Signature]

DEPUTY COMMISSIONER



Arkansas Insurance Department

1200 West Third Street
Little Rock, AR 72201-1904
1-501-371-2600
1-800-282-9134
Fax 1-501-371-2618

Mike Huckabee
Governor

Mike Pickens
Commissioner

Divisions

Administration
1-501-371-2620
1-501-371-2629 Fax

Accounting
1-501-371-2605

Consumer Services
1-501-371-2640
1-800-852-5494

Data Processing
1-501-371-2657

Finance
1-501-371-2665

Human Resources
1-501-371-2815

Legal
1-501-371-2820

License
1-501-371-2750

Life & Health
1-501-371-2800

Property & Casualty
1-501-371-2800

Risk Management
1-501-371-2690

Senior Insurance
Network
1-501-371-2782
1-800-852-5494

Insurance Fraud
Investigation
1-501-371-2790
1-501-371-2799 Fax

July 20, 1999

Jennifer J. Vernon
GENERAL CASUALTY
One General Drive
Sun Prairie, WI 53596

**RE: Certificate of Amendment for Arkansas C/A No. 501 issued to
Winterthur International America Insurance Company, NAIC #24554**

Dear Ms. Vernon:

Enclosed please find the above-captioned Certificate of Amendment, reflecting the Company's redomestication from Texas to Wisconsin, moving its Home Office from Dallas, Texas to Sun Prairie, Wisconsin, effective January 1, 1997.

I apologize for the delay in processing this transaction and thank you for your patience. Please feel free to contact me at your convenience if I can be of any further assistance.

Sincerely,

Terry Scott
Administrative Assistant/Legal

Enclosure

No 501

Certificate of Authority

STATE OF ARKANSAS
INSURANCE COMMISSIONER
LITTLE ROCK

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of Arkansas,

VANGUARD INSURANCE COMPANY

of DALLAS, TEXAS, organized under the laws of TEXAS, having presented satisfactory evidence of compliance, this Certificate of Authority is hereby granted, authorizing the company to transact the following classes of insurance:

PROPERTY; CASUALTY, excluding WORKMEN'S COMPENSATION; MARINE

AMENDED EFFECTIVE 2/24/72 TO INCLUDE
DISABILITY AND WORKMEN'S COMPENSATION

Thomas A. Stone
subject to all provisions of this Certificate as such classes are now or may hereafter be defined in the Insurance Laws of the State of Arkansas.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of Arkansas as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 1st day of May, 1960, I have hereunto set my hand and caused my official seal to be affixed this 11th day of April, 19 .

Harvey D. Bunk

Insurance Commissioner

By Jamie Hardy
Assistant Commissioner