

SERFF Tracking Number: ARKS-125805318 State: Arkansas
Filing Company: 33383 - FIRST PROFESSIONALS INSURANCE State Tracking Number: #2917 \$50
COMPANY, INC.
Company Tracking Number:
TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0023 Physicians & Surgeons
Made/Occurrence
Product Name: n/a
Project Name/Number: /

Filing at a Glance

Company: 33383 - FIRST PROFESSIONALS INSURANCE COMPANY, INC.

Product Name: n/a SERFF Tr Num: ARKS-125805318 State: Arkansas
TOI: 11.0 Medical Malpractice - Claims SERFF Status: Closed State Tr Num: #2917 \$50
Made/Occurrence
Sub-TOI: 11.0023 Physicians & Surgeons Co Tr Num: State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts
Author: Disposition Date: 10/08/2008
Date Submitted: 09/05/2008 Disposition Status: Approved
Effective Date Requested (New): Effective Date (New):
Effective Date Requested (Renewal): Effective Date (Renewal):
State Filing Description:
1 form

General Information

Project Name: Status of Filing in Domicile:
Project Number: Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 10/08/2008
State Status Changed: 10/08/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:

Company and Contact

SERFF Tracking Number: ARKS-125805318 State: Arkansas
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Product Name: n/a
Project Name/Number: /

Filing Contact Information

NA NA, NA@NA.com
NA (123) 555-4567 [Phone]
NA, AR 00000

Filing Company Information

33383 - FIRST PROFESSIONALS INSURANCE COMPANY, INC. CoCode: 33383 State of Domicile: Arkansas
No Address Group Code: Company Type:
City, AR 99999 Group Name: State ID Number:
(999) 999-9999 ext. [Phone] FEIN Number: 99-9999999

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:
Per Company: No

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	10/08/2008	10/08/2008

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Disposition

Disposition Date: 10/08/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ARKS-125805318 State: Arkansas
Filing Company: 33383 - FIRST PROFESSIONALS INSURANCE State Tracking Number: #2917 \$50
COMPANY, INC.

Company Tracking Number:
TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0023 Physicians & Surgeons
Made/Occurrence

Product Name: n/a

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Approved Casualty		Yes
Supporting Document	ARKS-125805318		Yes

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Rate Information

Rate data does NOT apply to filing.

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Product Name: n/a
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Supporting Document Schedules

Review Status:

Satisfied -Name: ARKS-125805318

10/08/2008

Comments:

Attachment:

ARKS-125805318.pdf

ER



First Professionals Insurance Company

ARKS-125805318

2917
50.00

September 4, 2008

Approved until withdrawn
or revoked

Ms. Julie Benafield Bowman, Commissioner
Arkansas Insurance Department
Attn: Property & Casualty Division
1200 West 3rd Street
Little Rock, Arkansas 72201-1904

Sept 05 2008
Arkansas Insurance Department
By: ER

Re: First Professionals Insurance Company, Inc. NAIC# 33383
Medical Professional Liability Insurance
Form Filing
Effective Date: October 5, 2008
Prior Approval

Dear Ms. Bowman:

First Professionals Insurance Company hereby submits the following form filing for your review. The company is seeking an effective date of October 5, 2008 for new and renewal business.

Please feel free to call me at (800)-741-3742, extension 3297 if you have any questions or need any additional information.

Sincerely,

Louis V. Sicilian
Sr. Vice President/Treasurer

RECEIVED

SEP 05 2008

PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT



Property & Casualty Transmittal Document (Revised 1/1/06)

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 #
FPIC Insurance Group, Inc.	1272

4. Company Name(s)	Domicile	NAIC #	FEIN #
First Professionals Insurance Company	FL	33383	59-6614702

RECEIVED

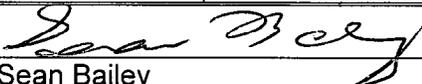
SEP 05 2008

PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

5. Company Tracking Number	
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Sean Bailey 1000 Riverside Ave Ste 800 Jacksonville, FL 32204	Actuary	904-354-3060 800-741-3742	904-358-6728	sean.bailey@fpic.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Sean Bailey

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

9. Type of Insurance (TOI)	11.1 Med Mal-Claims Made Only
10. Sub-Type of Insurance (Sub-TOI)	11.1023
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Medical Professional Liability
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 10/5/2008 Renewal: 10/5/2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	9/4/2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved



Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

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

First Professionals Insurance Company hereby submits the following physicians and surgeons professional liability form filing for your review.

In an effort to accommodate groups who would like to carry a shared excess option on their policy, this form provides a cost effective way to carry some additional protection beyond the primary 1M/3M limit.

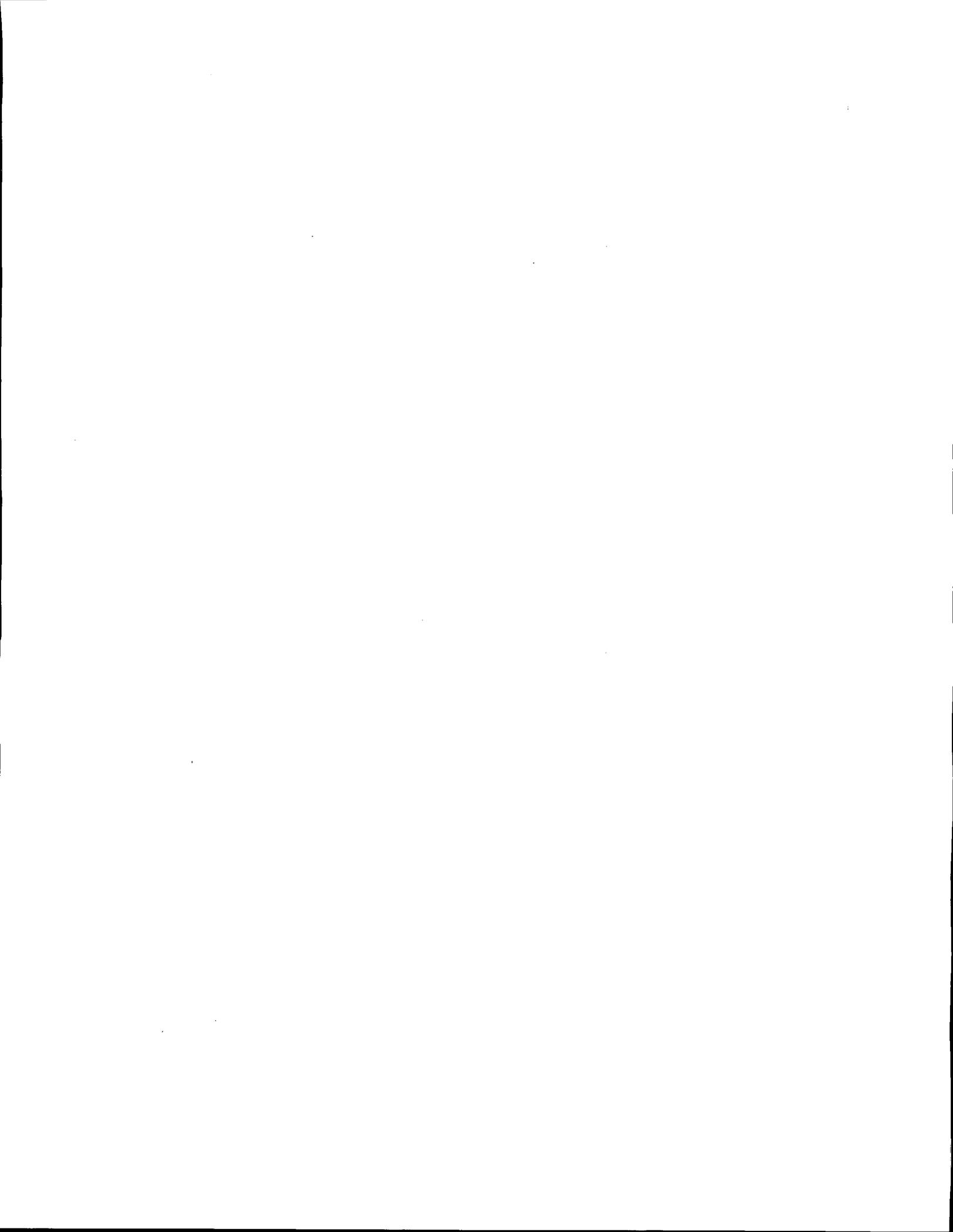
22. **Filing Fees** (Filer must provide check # and fee amount if applicable)
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: 0000002917
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.)**

PC TD-1 pg 2 of 2



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 #	
-----------	--	--

2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Shared Excess Limits of Liability Per Medical Incident	FPIC MPL-368-AR (11-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1



Property & Casualty Transmittal Document (Revised 1/1/06)

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:	
	<input type="checkbox"/> New Business <input type="checkbox"/> Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3.	Group Name FPIC Insurance Group, Inc.	Group NAIC # 1272
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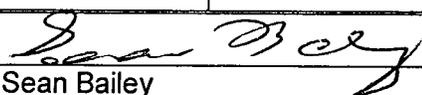
4.	Company Name(s)	Domicile	NAIC #	FEIN #
	First Professionals Insurance Company	FL	33383	59-6614702

RECEIVED
 1 SEP 05 2008

PROPERTY AND CASUALTY DIVISION
 ARKANSAS INSURANCE DEPARTMENT

5. Company Tracking Number	
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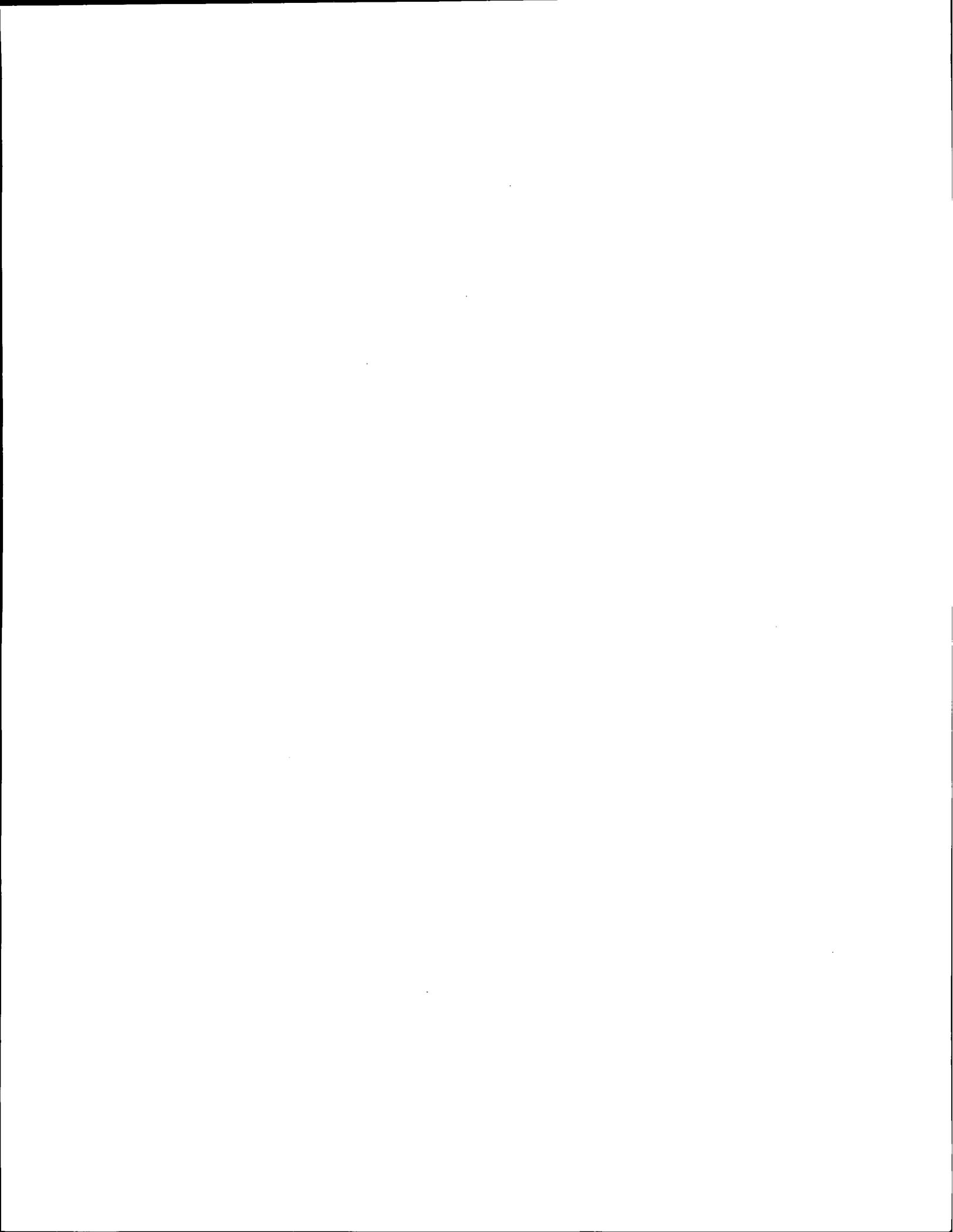
Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Sean Bailey 1000 Riverside Ave Ste 800 Jacksonville, FL 32204	Actuary	904-354-3060 800-741-3742	904-358-6728	sean.bailey@fpic.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Sean Bailey		

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

9.	Type of Insurance (TOI)	11.1 Med Mal-Claims Made Only
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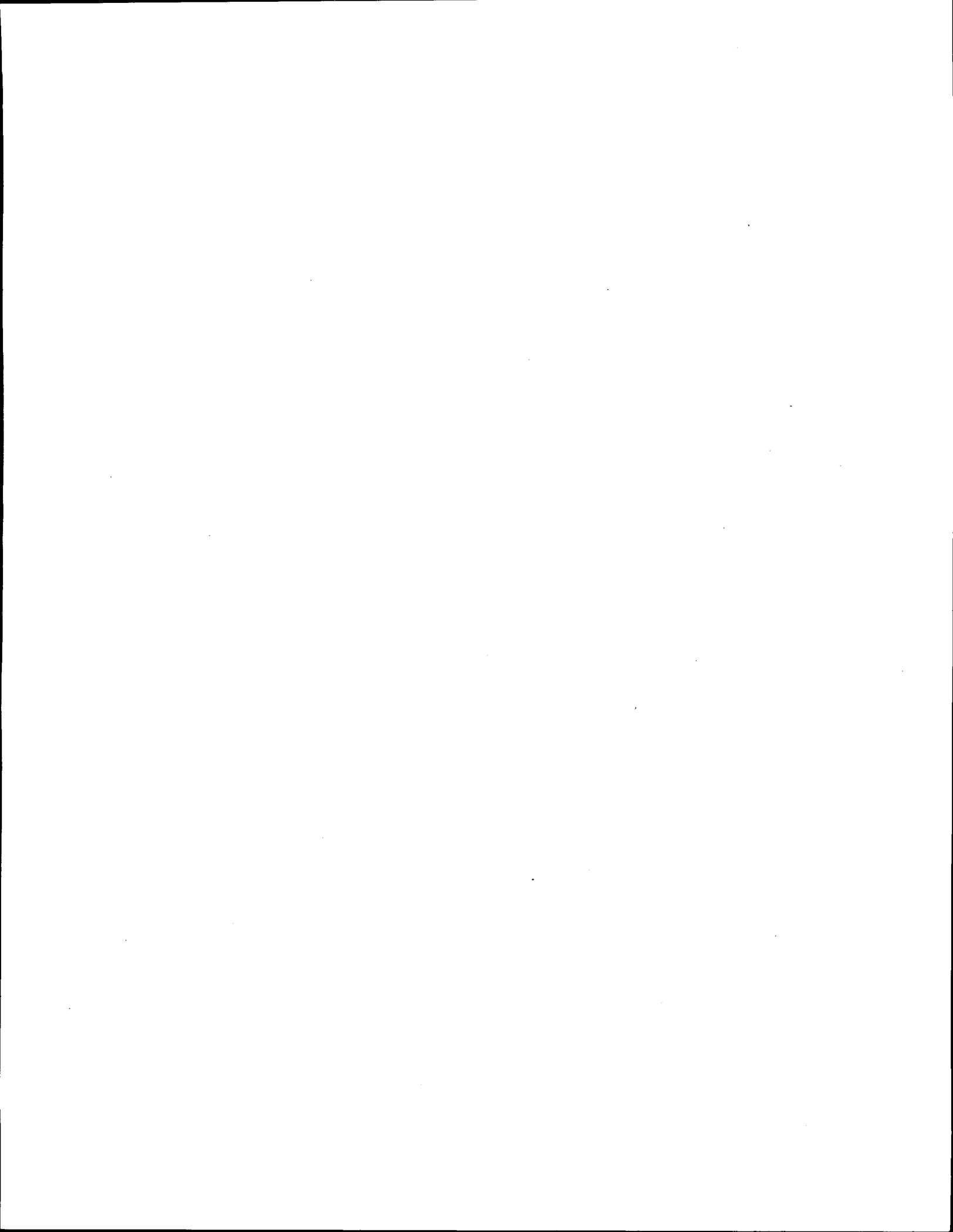
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09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

7



FIRST PROFESSIONALS INSURANCE COMPANY, INC.

SHARED EXCESS LIMITS OF LIABILITY
PER MEDICAL INCIDENT

Policy Issued To (Insured Organization):

Applicable To (Insured Physician):

Policy Number:

Policy Period: __/__/__ to __/__/__

Endorsement Effective Date: __/__/__

Date Endorsement Issued: __/__/__

Excess Limits of Liability: \$---,--- Per Claim/ \$---,--- Aggregate

Retroactive Date Applicable to Excess Limits of Liability:

This endorsement has resulted in a premium increase in the amount of \$ _____

This endorsement is part of the **policy**. Nothing contained in this endorsement changes, extends or waives any provision of the **policy** except as specifically stated in this endorsement. In consideration of the payment of additional premium, Excess Limits of Liability are applied to the **policy** in accordance with this endorsement as of 12:01 a.m. on the Endorsement Effective Date referenced above.

I. Definitions.

The bold terms in this endorsement shall have the same definitions as provided in the **policy**.

A. "Excess Limits of Liability" means the limits of liability that are referenced in this endorsement.

B. "Primary Limits of Liability" means the limits of liability that apply to the **policy** as set forth on the Coverage Summary or the Continuation of Coverage Summary.

II. Applicability of Excess Limits of Liability. This endorsement changes the **policy** to include the above referenced Excess Limits of Liability, which shall be shared between all **insured physicians** and the **insured organization per medical incident**. The Excess Limits of Liability shall apply to **claims** in conformance with the terms, conditions, exclusions and endorsements of the **policy** together with the terms and conditions of this endorsement. In no event will the coverage under this endorsement be broader than the coverage under the terms of the **policy**.

Only one Excess Limit of Liability shall apply per **medical incident** reported as a **claim** or **claims** during the **policy period**, regardless of the number of **insureds** reporting a **claim** related to such **medical incident**. No coverage exists under this endorsement for a **medical incident** that occurred in whole or in part prior to the above referenced Retroactive Date Applicable to Excess Limits of Liability.



III. Exclusions.

There shall be no coverage under this endorsement for:

A. Any **medical incidents** if, before the Effective Date of this endorsement, the **insured** knew or could have reasonably foreseen from any facts, reasonable inferences or circumstances that a **claim** might be made after the Effective Date of this endorsement, including but not limited to records requests by an attorney, dissatisfaction expressed by a **patient**, the **patient's** family, friends, or relatives, or any expression of an intent to hold an **insured** responsible for **damages** arising from a **medical incident**; or

B. A **medical incident** which, prior to the Effective Date of this endorsement, was already reported to us as a **claim**, was reported to any insurer, was or a pending **claim** or proceeding, was a paid **claim** or arising out of a **medical incident** disclosed or which should have been disclosed on our applications, renewal applications, or during the application or renewal process.

IV. Excess Limits of Liability Per Medical Incident.

A. Per Medical Incident Limit

The Excess Limit of Liability referenced above in this endorsement is the maximum amount we will pay above the Primary Limits of Liability under the **policy** for a **medical incident** regardless of the number of:

1. **insureds** or other persons who cause or contribute to **injury(ies)** covered by this **policy**;
2. persons or entities who sustain **damages**; and
3. **claims** or causes of action which were or may be asserted.

Only one Excess Limit of Liability per **medical incident** can ever apply under this endorsement.

B. Per Medical Incident Aggregate Limit

The Excess Aggregate Limit of Liability referenced above in this endorsement is the maximum amount we will pay above the Primary Limits of Liability for all **medical incidents** covered under this endorsement. The Excess per medical incident Limit of Liability and the Excess Aggregate Limit shall not be added together.

C. Per Medical Incident Shared Limits

The per incident Excess Limit of Liability and the Excess Aggregate Limit of Liability under this endorsement are shared between all **insureds** under the policy. If the shared limits are insufficient to protect all **insureds**, the **insured physician(s)** shall have priority over those shared limits to extinguish the **insured physician(s)** liability or potential liability.



V. Subsequent Changes to Policy.

A. The Primary Limits of Liability under the **policy** shall be maintained during the **policy period** in full effect, except for any reduction or exhaustion of the aggregate limits of liability available under the **policy** solely by reason of actual payments made by **us**.

B. In the event of a change of any kind to the **policy** by endorsement, rewrite or otherwise, the coverage under this endorsement will become subject to such change.

VI. Endorsement Cancellation or Expiration.

A. This endorsement may be canceled as set forth in the **policy**, provided the date of cancellation is not later than the cancellation or expiration date of the **policy**.

B. **We** will refund the applicable unearned premium computed at the short rate if this endorsement is canceled by **you** as set forth in the **policy**. Under all other circumstances, any unearned premium will be computed pro rata.

C. This endorsement will be cancelled or expire immediately upon the respective cancellation or expiration of the **policy**.

VII. Other Insurance.

A. The Excess Limits of Liability provided by this endorsement shall not apply to claims made under any Broad Form Coverage Part or Investigation Defense Coverage Part of the **policy**.

B. A loss above the Primary Limits of Liability that is covered under this endorsement may also be covered under another insurance policy or risk transfer instrument, including but not limited to, self-insured retentions, deductibles, or other alternative arrangements. Under such circumstances, the coverage provided by this endorsement shall apply as excess insurance to any such coverage under another insurance policy or risk transfer instrument. However, in the event a court holds this endorsement must provide excess coverage, **we** shall not be liable under this endorsement for a greater proportion of such loss, above the Primary Limits of Liability under this **policy**, for such loss bears to the total applicable excess limits of liability of all valid and collectible insurance or risk transfer instruments, whether contributory, excess, contingent or otherwise.

VIII. Defense.

We will not defend a **claim** after the Excess Limit of Liability of this endorsement has been used to pay judgments or settlements.



IX. Additional Benefits Related to Excess Limits of Liability.

A. Appeal Bonds

In addition to the Excess Limits of Liability we will pay the following on a per **medical incident** basis:

1. Premiums for appeal bonds or to release property that is being used to secure a legal obligation, but only bonds valued up to the Excess Limit of Liability of this endorsement. **We** have no obligation to apply for or to furnish the bond, or provide collateral for the bond above the applicable Excess Limit of Liability under this endorsement.
2. Interest on that part of any judgment that does not exceed the applicable Excess Limit of Liability.

B. Obligations After Exhaustion of Excess Limits of Liability

We have no obligation to pay any Additional Benefits incurred after the applicable Excess Limit of Liability of this endorsement has been used to pay judgments or settlements.

X. Extended Reporting Period.

When coverage under the **policy** ends for any reason, the **insured physician** insured with a separate limit of liability, has the right, but not the obligation, to buy an Extended Reporting Period endorsement, commonly referred to as "tail coverage" in accordance with the terms of the **policy**. If no Extended Reporting Period endorsement is purchased by the **insured physician** in accordance with the terms of the **policy**, no coverage shall exist under this endorsement for **claims** reported after the date that coverage under the **policy** ends for any reason.

Authorized Representative



