

SERFF Tracking Number: FARM-125901285 State: Arkansas  
 First Filing Company: Farmers Insurance Exchange, ... State Tracking Number: EFT \$50  
 Company Tracking Number: J2AR081113BPBD1  
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners  
 Liability  
 Product Name: Businessowners/ASR (D352913)  
 Project Name/Number: Businessowners/ASR/J-AR-2008-BP-F

## Filing at a Glance

Companies: Farmers Insurance Exchange, Mid-Century Insurance Company, Truck Insurance Exchange

Product Name: Businessowners/ASR (D352913) SERFF Tr Num: FARM-125901285 State: Arkansas

TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 05.0002 Businessowners Co Tr Num: J2AR081113BPBD1 State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins

Authors: Tina Campbell, Bernice Diaz, Cynthia Nelson, Ernest Prickett Disposition Date: 11/13/2008

Date Submitted: 11/13/2008

Disposition Status: Approved

Effective Date Requested (New): 02/01/2009

Effective Date (New): 02/01/2009

Effective Date Requested (Renewal): 04/01/2009

Effective Date (Renewal): 04/01/2009

State Filing Description:

## General Information

Project Name: Businessowners/ASR

Status of Filing in Domicile: Not Filed

Project Number: J-AR-2008-BP-F

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 11/13/2008

State Status Changed: 11/13/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Farmers Insurance Group of Companies respectfully submits the following three forms designed to amend coverage in our Businessowners programs. These forms are all patterned after ISO form BP 01 53 02 09, which was approved for

*SERFF Tracking Number:* FARM-125901285 *State:* Arkansas  
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use in ISO Filing Number BP-08-OCH1 to be effective with February 1, 2009 and later business.

#### S1852 5th Edition – ARKANSAS CHANGES

We seek approval to utilize this revised form for use with our Businessowners Special Property Coverage Form and Businessowners Common Policy Conditions for the Artisan Contractor, Manufacturing, Restaurant, Retail and Service, Real Estate, and Wholesale/Distribution programs. Our proprietary endorsement merely corrects attachment points to the underlying Businessowners policy forms we use and formats the document in one column. Otherwise, the content of the form matches the ISO version. The S1852 5th Edition form revises the S1852 4th Edition to add Paragraph E.4.b. to the section I – Property Loss Conditions. This paragraph reflects that legal action against an insurer may be brought within five years after the date on which the direct physical loss or damage occurred.

#### S1843 2nd Edition – ARKANSAS CHANGES

We seek approval to utilize this revised form for use with our Apartment Owners Policy and Condominium Policy, respectively. Our proprietary endorsement merely corrects attachment points to the underlying proprietary Businessowners policy forms we use and formats the document in one column. Otherwise, the content of the form matches the ISO version. The S1843 2nd Edition form revises the S1843 1st Edition to add Paragraph E.4.b. to the section I – Property Loss Conditions. This paragraph reflects that legal action against an insurer may be brought within five years after the date on which the direct physical loss or damage occurred.

#### BP 01 53 02 09 – ARKANSAS CHANGES

We seek to adopt this form for use with our Auto Service and Repair Businessowners Coverage Form. This form revises the BP 01 53 to add Paragraph E.4.b. to the section I – Property Loss Conditions. This paragraph reflects that legal action against an insurer may be brought within five years after the date on which the direct physical loss or damage occurred.

Our desired effective dates for use of this form are February 1, 2009 for new business and April 1, 2009 for renewals.

If you have any questions regarding this forms filing, please contact Ernie Prickett at (805) 306-6382, fax number (805) 306-7487 or email [Ernie\\_Prickett@farmersinsurance.com](mailto:Ernie_Prickett@farmersinsurance.com). Your early approval of this filing is appreciated.

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## Company and Contact

### Filing Contact Information

Charlene Hall, Commercial Contract Manager Charlene\_Hall@farmersinsurance.com  
 3041 Cochran Street (805) 306-6648 [Phone]  
 Simi Valley, CA 93065

### Filing Company Information

Farmers Insurance Exchange	CoCode: 21652	State of Domicile: California
4680 Wilshire Blvd.	Group Code: 212	Company Type:
Los Angeles, CA 90010	Group Name:	State ID Number:
(323) 932-3056 ext. [Phone]	FEIN Number: 95-2575893	

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Mid-Century Insurance Company	CoCode: 21687	State of Domicile: California
4680 Wilshire Blvd.	Group Code: 212	Company Type:
Los Angeles, CA 90010	Group Name:	State ID Number:
(323) 932-3056 ext. [Phone]	FEIN Number: 95-6016640	

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Truck Insurance Exchange	CoCode: 21709	State of Domicile: California
4680 Wilshire Blvd.	Group Code: 212	Company Type:
Los Angeles, CA 90010	Group Name:	State ID Number:
(323) 932-3056 ext. [Phone]	FEIN Number: 95-2575892	

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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation: \$50.00 all forms & companies  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Farmers Insurance Exchange	\$0.00	11/13/2008	
Mid-Century Insurance Company	\$0.00	11/13/2008	

<i>SERFF Tracking Number:</i>	<i>FARM-125901285</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Farmers Insurance Exchange, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>J2AR081113BPBD1</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability &amp; Non-</i>	<i>Sub-TOI:</i>	<i>05.0002 Businessowners</i>
	<i>Liability</i>		
<i>Product Name:</i>	<i>Businessowners/ASR (D352913)</i>		
<i>Project Name/Number:</i>	<i>Businessowners/ASR/J-AR-2008-BP-F</i>		
<b>Truck Insurance Exchange</b>	<b>\$50.00</b>	<b>11/13/2008</b>	<b>23897610</b>



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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/13/2008	11/13/2008

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## Disposition

Disposition Date: 11/13/2008  
Effective Date (New): 02/01/2009  
Effective Date (Renewal): 04/01/2009  
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
Form	Arkansas Changes	Approved	Yes
Form	Arkansas Changes	Approved	Yes
Form	Arkansas Changes	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Arkansas Changes	90-1852	2nd	Endorsement/Amendment/Conditions	Replaced Form #: 12.00 90-1852 1st ed Previous Filing #:		S1852200.pdf
Approved	Arkansas Changes	BP 01 53 02 09		Endorsement/Amendment/Conditions	Replaced Form #: 12.00 BP 01 53 02 07 Previous Filing #:		BP01530209.pdf
Approved	Arkansas Changes	90-1843	5th	Endorsement/Amendment/Conditions	Replaced Form #: 12.00 90-1843 4th ed Previous Filing #:		S1843500.pdf



FARMERS®

§1852  
ARKANSAS  
2nd Edition

## ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS

**A. Businessowners Special Property Coverage Form** is amended by the following:

1. Paragraph E.2. **Appraisal** Property Loss Condition is replaced by the following:

**2. Appraisal**

- a. If we and you disagree on the value of the property or the amount of loss, either party may make a written request for an appraisal of the loss. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire.
- b. An appraisal decision will not be binding on either party.
- c. If there is an appraisal, we will still retain our right to deny the claim.
- d. Each party will:
  - (1) Pay its chosen appraiser; and
  - (2) Bear the other expenses of the appraisal and umpire equally.

2. Paragraph E.4.b. of the **Legal Action Against Us** Property Loss Conditions is replaced by the following:

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

3. Paragraph F.2.g. of the **Mortgageholders** Property General Conditions is replaced by the following:

g. If we elect not to renew this policy, we will give written notice to the mortgageholder:

- (1) As soon as practicable if nonrenewal is due to the Named Insured's failure to pay any premium required for renewal; or
- (2) At least 60 days before the expiration date of this policy if we nonrenew for any other reason.

**B. Common Policy Conditions** is amended as follows:

1. Paragraph A.5. **Cancellation** is replaced by the following:

**5. Premium Refund**

- a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b. We will refund the pro rata unearned premium if the policy is:
  - (1) Cancelled by us or at our request;
  - (2) Cancelled but rewritten with us or in our company group;
  - (3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
  - (4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.
- c. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in b.(2), (3) or (4) above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.

- d. The cancellation will be effective even if we have not made or offered a refund.
  - e. If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium.
2. The following is added to Paragraph A. **Cancellation:**
- Cancellation Of Policies In Effect More Than 60 Days**
- a. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:
    - (1) Nonpayment of premium;
    - (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
    - (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
    - (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
    - (5) Nonpayment of membership dues in those cases where our bylaws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
    - (6) A material violation of a material provision of the policy.
  - b. If we cancel for:
    - (1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.
    - (2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.
3. The following is added to Paragraph K. **Transfer Of Rights Of Recovery Against Others To Us:**
- We will be entitled to recovery only after the insured has been fully compensated for the loss or damage sustained.
4. The following paragraph is added and supersedes any other provision to the contrary:
- M. Nonrenewal**
- 1. If we decide not to renew this policy, we will mail to the Named Insured shown in the Declarations, and to any lienholder or loss payee named in the policy, written notice of nonrenewal at least 60 days before:
    - a. Its expiration date;
    - b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.However, we are not required to send this notice if nonrenewal is due to the Named Insured's failure to pay any premium required for renewal.  
The provisions of this Paragraph 1. do not apply to any mortgageholder.
  - 2. We will mail our notice to the Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
5. The following paragraph is added:
- N. Multi-Year Policies**
- We may issue this policy for a term in excess of twelve months with the premium adjusted on an annual basis in accordance with our rates and rules.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

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

## **ARKANSAS CHANGES**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

**A. Section I – Property** is amended by the following:

1. Paragraph **E.2. Appraisal** Property Loss Condition is replaced by the following:

**2. Appraisal**

- a. If we and you disagree on the value of the property or the amount of loss, either party may make a written request for an appraisal of the loss. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire.
- b. An appraisal decision will not be binding on either party.
- c. If there is an appraisal, we will still retain our right to deny the claim.
- d. Each party will:
  - (1) Pay its chosen appraiser; and
  - (2) Bear the other expenses of the appraisal and umpire equally.

2. Paragraph **E.4.b.** of the **Legal Action Against Us** Property Loss Conditions is replaced by the following:

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

3. Paragraph **F.2.g.** of the **Mortgageholders** Property General Conditions is replaced by the following:

g. If we elect not to renew this policy, we will give written notice to the mortgageholder:

- (1) As soon as practicable if nonrenewal is due to the Named Insured's failure to pay any premium required for renewal; or
- (2) At least 60 days before the expiration date of this policy if we nonrenew for any other reason.

**B. Section III – Common Policy Conditions** is amended as follows:

1. Paragraph **A.5. Cancellation** is replaced by the following:

**5. Premium Refund**

- a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b. We will refund the pro rata unearned premium if the policy is:
  - (1) Cancelled by us or at our request;
  - (2) Cancelled but rewritten with us or in our company group;
  - (3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
  - (4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.

- c. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **b.(2), (3) or (4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
  - d. The cancellation will be effective even if we have not made or offered a refund.
  - e. If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium.
2. The following is added to Paragraph **A. Cancellation**:
- 7. Cancellation Of Policies In Effect More Than 60 Days**
- a. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:
    - (1) Nonpayment of premium;
    - (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
    - (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
    - (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
    - (5) Nonpayment of membership dues in those cases where our bylaws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
    - (6) A material violation of a material provision of the policy.
- b. If we cancel for:
    - (1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.
    - (2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.
3. The following is added to Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us**:
- We will be entitled to recovery only after the insured has been fully compensated for the loss or damage sustained.
4. The following paragraph is added and supersedes any other provision to the contrary:
- M. Nonrenewal**
- 1. If we decide not to renew this policy, we will mail to the Named Insured shown in the Declarations, and to any lienholder or loss payee named in the policy, written notice of nonrenewal at least 60 days before:
    - a. Its expiration date; or
    - b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

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

The provisions of this Paragraph 1. do not apply to any mortgageholder.
  - 2. We will mail our notice to the Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
5. The following paragraph is added:
- N. Multi-year Policies**
- We may issue this policy for a term in excess of 12 months with the premium adjusted on an annual basis in accordance with our rates and rules.



FARMERS®

**s1843**  
**ARKANSAS**  
**5th Edition**

## ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

APARTMENT OWNERS POLICY  
 CONDOMINIUM POLICY

**A. The following is added to the applicable Common Policy Conditions:**

**1. Paragraph E.2. Appraisal** Property Loss Condition is replaced by the following:

**2. Appraisal**

- a. If we and you disagree on the value of the property or the amount of loss, either party may make a written request for an appraisal of the loss. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire.
- b. An appraisal decision will not be binding on either party.
- c. If there is an appraisal, we will still retain our right to deny the claim.
- d. Each party will:
  - (1) Pay its chosen appraiser; and
  - (2) Bear the other expenses of the appraisal and umpire equally.

**2. Paragraph E.4.b. of the Legal Action Against Us** Property Loss Conditions is replaced by the following:

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

**3. Paragraph F.2.g. of the Mortgageholders** Property General Conditions is replaced by the following:

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

**B. Common Policy Conditions** is amended as follows:

**1. Paragraph A.5. Cancellation** is replaced by the following:

**5. Premium Refund**

- a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b. We will refund the pro rata unearned premium if the policy is:
  - (1) Cancelled by us or at our request;
  - (2) Cancelled but rewritten with us or in our company group;
  - (3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
  - (4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.
- c. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **b.(2), (3) or (4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.

- d. The cancellation will be effective even if we have not made or offered a refund.
  - e. If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium.
2. The following is added to Paragraph A. **Cancellation:**
- Cancellation Of Policies In Effect More Than 60 Days**
- a. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:
    - (1) Nonpayment of premium;
    - (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
    - (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
    - (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
    - (5) Nonpayment of membership dues in those cases where our bylaws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
    - (6) A material violation of a material provision of the policy.
  - b. If we cancel for:
    - (1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.
    - (2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.
3. The following is added to Paragraph K. **Transfer Of Rights Of Recovery Against Others To Us:**  
We will be entitled to recovery only after the insured has been fully compensated for the loss or damage sustained.
4. The following paragraph is added and supersedes any other provision to the contrary:

**M. Nonrenewal**

- 1. If we decide not to renew this policy, we will mail to the Named Insured shown in the Declarations, and to any lienholder or loss payee named in the policy, written notice of nonrenewal at least 60 days before:

- a. Its expiration date;
- b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

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

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

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

5. The following paragraph is added:

**N. Multi-Year Policies**

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

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



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First Filing Company: Farmers Insurance Exchange, ... State Tracking Number: EFT \$50  
Company Tracking Number: J2AR081113BPBD1  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners  
Liability  
Product Name: Businessowners/ASR (D352913)  
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## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:** Approved 11/13/2008

**Comments:**

**Attachment:**

AR-PCTD1Form.pdf

## Property &amp; Casualty Transmittal Document (Revised 1/1/07)

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>	Farmers Insurance Group			<b>Group NAIC #</b>	0212
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>		
Truck Insurance Exchange	CA	21709	95-2575892		
Farmers Insurance Exchange	CA	21652	95-2575893		
Mid-Century Insurance Company	CA	21687	95-6016640		

<b>5. Company Tracking Number</b>	<b>J2AR081113BPBD1</b>
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
Charlene Hall 3041 Cochran Street – 5th Flr. Simi Valley, CA 93065	Commercial Contract Manager	805-306-6648	805-306-6646	Charlene Hall @farmersinsurance.com
<b>7. Signature of authorized filer</b>	<i>Charlene Hall</i>			
<b>8. Please print name of authorized filer</b>	Charlene Hall			

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

<b>9. Type of Insurance (TOI)</b>	Businessowners
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	Businessowners
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	5.0, 5.2
<b>12. Company Program Title (Marketing title)</b>	Businessowners
<b>13. Filing Type</b>	[ ] Rate/Loss Cost [ ] Rules [ ] Rates/Rules [X] Forms [ ] Combination Rates/Rules/Forms [ ] Withdrawal [ ] Other (give description)
<b>14. Effective Date(s) Requested</b>	New: February 1, 2009      Renewal: April 1, 2009
<b>15. Reference Filing?</b>	[ ] Yes [X] No
<b>16. Reference Organization (if applicable)</b>	
<b>17. Reference Organization # &amp; Title</b>	
<b>18. Company's Date of Filing</b>	November 13, 2008
<b>19. Status of filing in domicile</b>	[ ] Not Filed [X] Pending [ ] Authorized [ ] Disapproved

## Property & Casualty Transmittal Document—

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>J2AR081113BPBD1</b>
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Farmers Insurance Group of Companies respectfully submits the following three forms designed to amend coverage in our Businessowners programs. These forms are all patterned after ISO form BP 01 53 02 09, which was approved for use in ISO Filing Number BP-08-OCH1 to be effective with February 1, 2009 and later business.

### S1852 5th Edition – ARKANSAS CHANGES

We seek approval to utilize this revised form for use with our Businessowners Special Property Coverage Form and Businessowners Common Policy Conditions for the Artisan Contractor, Manufacturing, Restaurant, Retail and Service, Real Estate, and Wholesale/Distribution programs. Our proprietary endorsement merely corrects attachment points to the underlying Businessowners policy forms we use and formats the document in one column. Otherwise, the content of the form matches the ISO version. The S1852 5th Edition form revises the S1852 4th Edition to add Paragraph E.4.b. to the section I – Property Loss Conditions. This paragraph reflects that legal action against an insurer may be brought within five years after the date on which the direct physical loss or damage occurred.

### S1843 2nd Edition – ARKANSAS CHANGES

We seek approval to utilize this revised form for use with our Apartment Owners Policy and Condominium Policy, respectively. Our proprietary endorsement merely corrects attachment points to the underlying proprietary Businessowners policy forms we use and formats the document in one column. Otherwise, the content of the form matches the ISO version. The S1843 2nd Edition form revises the S1843 1st Edition to add Paragraph E.4.b. to the section I – Property Loss Conditions. This paragraph reflects that legal action against an insurer may be brought within five years after the date on which the direct physical loss or damage occurred.

### BP 01 53 02 09 – ARKANSAS CHANGES

We seek to adopt this form for use with our Auto Service and Repair Businessowners Coverage Form. This form revises the BP 01 53 to add Paragraph E.4.b. to the section I – Property Loss Conditions. This paragraph reflects that legal action against an insurer may be brought within five years after the date on which the direct physical loss or damage occurred.

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

**Amount: \$50 (Farmers, Truck and Mid-Century)**

**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.)**

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## 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.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>J2AR081113BPBD1</b>			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> <small>(Company tracking number of rate/rule filing, if applicable)</small>	<b>N/A</b>			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Arkansas Changes	BP 01 53 02 09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	BP 01 53 02 07	
02	Arkansas Changes	90-1852 2 <sup>nd</sup> edition	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	90-1852 1 <sup>st</sup> edition	
03	Arkansas Changes	90-1843 5 <sup>th</sup> edition	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	90-1843 4 <sup>th</sup> edition	
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		