

SERFF Tracking Number: PNMC-125919220 State: Arkansas  
Filing Company: Pennsylvania National Mutual Casualty Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: DLK-08-027  
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
Product Name: GL 7106190309  
Project Name/Number: GL 7106190309/DLK-08-027

## Filing at a Glance

Company: Pennsylvania National Mutual Casualty Insurance Company

Product Name: GL 7106190309

SERFF Tr Num: PNMC-125919220 State: Arkansas

TOI: 17.0 Other Liability-Occ/Claims Made

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: DLK-08-027

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts

Author: Denise King

Disposition Date: 12/09/2008

Date Submitted: 12/04/2008

Disposition Status: Approved

Effective Date Requested (New): 03/01/2009

Effective Date (New):

Effective Date Requested (Renewal): 03/01/2009

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: GL 7106190309

Status of Filing in Domicile: Pending

Project Number: DLK-08-027

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 12/09/2008

State Status Changed: 12/09/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

71 0619 0309 Employee Benefits Liability Endorsement

PURPOSE:

We are filing for your review and approval the following revisions to the captioned form:

Form 71 0619 0309 Employee Benefits Liability Endorsement. Following are the changes:

<i>SERFF Tracking Number:</i>	<i>PNMC-125919220</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pennsylvania National Mutual Casualty Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>DLK-08-027</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>GL 7106190309</i>		
<i>Project Name/Number:</i>	<i>GL 7106190309/DLK-08-027</i>		

1. Order of paragraphs were changed from Insuring Agreement, Who Is An Insured, Exclusions, Limits of Insurance, Deductible, Additional Definition to Insuring Agreement, Exclusions, Who Is An Insured, Limits Of Insurance, Deductible Duties In The Event Of An Act, Error Or Omission, or "Claim" OR "Suit" (New added), Other Insurance (New Added) and Additional Definitions.

2. The following Exclusions were added: Insufficiency of Funds, Available Benefits, Taxes, Fines or Penalties, Employment – Related Practices and Inadequacy of Performance Of Investment/Advice Given With Respect to Participation.

3. Definitions now match ISO's definitions on the 2007 edition date of employee benefits coverage.

4. Our endorsement continues to be an occurrence form and not a claims made.

**PROPOSAL:**

These endorsements will be applicable to policies effective on and after March 1, 2009.

**Company and Contact**

**Filing Contact Information**

Denise King, Senior Underwriting Technician	dlking@pnat.com
2 N. Second St.	(717) 234-4941 [Phone]
Harrisburg, PA 17105-2361	(717) 255-6327[FAX]

**Filing Company Information**

Pennsylvania National Mutual Casualty Insurance Company	CoCode: 14990	State of Domicile: Pennsylvania
2 N. Second St.	Group Code: 271	Company Type: P&C
PO Box 2361		
Harrisburg, PA 17105-2361	Group Name: Penn National Insurance	State ID Number: 03
(717) 234-4941 ext. [Phone]	FEIN Number: 23-0961349	
	-----	

SERFF Tracking Number: PPMC-125919220 State: Arkansas  
Filing Company: Pennsylvania National Mutual Casualty State Tracking Number: EFT \$50  
Insurance Company  
Company Tracking Number: DLK-08-027  
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
Product Name: GL 7106190309  
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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pennsylvania National Mutual Casualty Insurance Company	\$50.00	12/04/2008	24321777

SERFF Tracking Number: PNM-125919220 State: Arkansas  
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	12/09/2008	12/09/2008

*SERFF Tracking Number:* PPMC-125919220      *State:* Arkansas  
*Filing Company:* Pennsylvania National Mutual Casualty      *State Tracking Number:* EFT \$50  
*Insurance Company*  
*Company Tracking Number:* DLK-08-027  
*TOI:* 17.0 Other Liability-Occ/Claims Made      *Sub-TOI:* 17.0001 Commercial General Liability  
*Product Name:* GL 7106190309  
*Project Name/Number:* GL 7106190309/DLK-08-027

## **Disposition**

Disposition Date: 12/09/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PNM-125919220 State: Arkansas  
 Filing Company: Pennsylvania National Mutual Casualty Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: DLK-08-027  
 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: GL 7106190309  
 Project Name/Number: GL 7106190309/DLK-08-027

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Employee Benefits Liability Endorsement	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Employee Benefits Liability Endorsement	71 0619	0309	Endorsement/Amendment/Conditions Replaced	Replaced Form #: 71 0619 0301 Previous Filing #:		06190309.pdf



**PENN NATIONAL  
INSURANCE**

Pennsylvania National Mutual Casualty Insurance Company  
Penn National Security Insurance Company  
P.O. Box 2361  
Harrisburg, PA 17105-2361

**EMPLOYEE BENEFITS LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
BUSINESSOWNERS LIABILITY COVERAGE FORM  
GARAGE COVERAGE FORM**

**SCHEDULE**

<b>Limits of Insurance</b>				<b>Each Employee Deductible</b>
<b>Each Claim Limit</b>			<b>Aggregate Limit</b>	
<b>No. of Employees</b>	<b>Rate per No. of Employees</b>	<b>Advance Premium</b>	<b>Minimum Premium</b>	<b>Class Code</b>
				<b>96102</b>

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

**I. INSURING AGREEMENT**

A. We will pay those sums that the insured becomes legally obligated to pay as damages because of a "claim" or "suit" brought by any employee, former employee, or their beneficiaries or legal representatives in connection with any negligent act, error or omission, that arises from the "administration" of your "employee benefit program". We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result.

But:

- (1) The amount we will pay for damages is limited as described in Paragraph IV. Limits of Insurance; and
- (2) We may investigate and settle any "claim" or "suit" at our discretion; and

(3) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

This insurance applies to acts, errors or omissions which first occur while this endorsement is in effect.

**II. EXCLUSIONS**

This insurance does not apply to:

- a. Dishonest, Fraudulent, Criminal Or Malicious Act**  
Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.
- b. Bodily Injury, Property Damage, Or "Personal Injury" and "Advertising Injury"**  
"Bodily injury", "property damage" or "personal and advertising injury".
- c. Failure To Perform A Contract**  
Damages arising out of failure of performance of contract by any insurer,

**d. Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the “employee benefit program”.

**e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any “claim” based upon:

1. Failure of any investment to perform;
2. Errors in providing information on past performance of investment vehicles; or
3. Advice given to any person with respect to that person’s decision to participate or not to participate in any plan included in the “employee benefit program”.

**f. Workers’ Compensation And Similar Laws**

Any “claim” arising out of your failure to comply with the mandatory provisions of any workers’ compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

**g. Termination of any “Employee Benefit Program”**

Any “claim” resulting from your termination of any “employee benefit plan”.

**h. ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, by any similar federal, state or local laws.

**i. Available Benefits**

Any “claim” for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

**j. Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

**k. Employment-Related Practices**

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

**l. Computers**

Any “claim” or “suit” arising directly or indirectly out of:

(1) Any actual or alleged failure, malfunction or inadequacy of any of the following, whether belonging to any insured or to others:

- (a) Computer hardware, including micro-processors;
- (b) Computer application software;
- (c) Computer operating systems and related software;
- (d) Computer networks;
- (e) Microprocessors (computer chips) not part of any computer system; or
- (f) Any other computerized or electronic equipment or components; or

(2) Any products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **l.(1)** of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

(3) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **l.(1)** of this endorsement.

**III. WHO IS AN INSURED**

For the purposes of coverage provided by this endorsement, **The Who Is An Insured** section is deleted and replaced by the following:

**A.** If you are designated in the Declarations as:

(1) An individual, you and your spouse are insureds, but only with respects to the

conduct of a business of which you are the sole owner.

- (2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- (3) A limited liability company, you are an insured. Your members, are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- (4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your “executive officers” and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- (5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**B.** Each of the following is also an insured:

- (1) Each of your “employees” and “volunteer workers” who are or were authorized to administer your “employee benefit program”.
- (2) Any persons or organizations or “employees” having proper temporary authorization to administer your “employee benefit program” if you die, but only until your legal representative is appointed.
- (3) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this endorsement.

**C.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:

- (1) Coverage under this provision is afforded only until the 90<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- (2) Coverage under this provision does not apply to any act, error or omission that was

committed before you acquired or formed the organization.

#### **IV. LIMITS OF INSURANCE**

- A.** The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
  1. Insureds;
  2. “Claims” made or “suits” brought;
  3. Persons or organizations making “claims” or bringing “suits”;
  4. Acts, errors or omissions; or
  5. Benefits included in your “Employee benefit program”.
- B.** The Each Claim Limit is the most we will pay for damages arising out of any one “claim” or “suit”.
- C.** The Aggregate Limit is the most we will pay for the sum of all damages under this endorsement.

The Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months.

In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

#### **V. DEDUCTIBLE**

- A.** Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to each “employee”. The limits of insurance shall not be reduced by the amount of this deductible.
- B.** The deductible amount stated in the Schedule applies to all damages sustained by any one “employee”, including such “Employee’s” dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- C.** The terms of this insurance, including those with respect to:

- (1) Our right and duty to defend any “suits” seeking those damages; and
- (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or “claim”.

apply irrespective of the application of the deductible amount.

- D.** We may pay any part or all of the deductible amount to effect settlement of any “claim” or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

## **VI. DUTIES IN THE EVENT OF AN ACT, ERROR OR OMISSION, OR “CLAIM” OR “SUIT” AND OTHER INSURANCE**

For the purposes of the coverage provided by this endorsement, under the **Condition** Section, the **Duties In The Event Of An Act, Error Or Omission, Or “Claim” Or “Suit” and Other Insurance** is deleted and replaced by the following:

- A.** You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a “claim”. To the extent possible, notice should include:
- (1) What the act, error or omission was and when it occurred; and
  - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- B.** If a “claim” is made or “suit” is brought against any insured, you must:
- (1) Immediately record the specifics of the “claim” or “suit” and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the “claim” or “suit” as soon as practicable.

- C.** You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the “claim” or “suit”;
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the “claim” or defense against the “suit”; and

- (4) Assist us, upon request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- D.** No insured will, except at that insured’s own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

## **VII. OTHER INSURANCE**

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

### **A. Primary Insurance**

This insurance is primary except when Paragraph **B.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **C.** below.

### **B. Excess Insurance**

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the effective date of this endorsement and that applies to an act, error or omission.
- (2) When this insurance is excess, we will have no duty to defend the insured against any “suit” if any other insurer has a duty to defend the insured against that “suit”. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically

to apply in excess of the Limits of Insurance shown in the Schedule of this endorsement.

### C. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

## VIII. ADDITIONAL DEFINITIONS

The following additional definitions are added to the **Definitions** section:

1. "Administration" means:
  - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
  - b. Handling records in connection with the "employee benefit program".
  - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand or "suit", made by an "Employee" or an "Employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
4. "Employee benefit program" means a program providing some or all of the following benefits to "employees" whether provided through a "cafeteria plan" or otherwise:

- a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally to those "employees" who satisfy the plan's eligibility requirements;
- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans, employee and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
- e. Any other similar benefits designated in the Schedule or added thereto by endorsement.

For the purposes of the coverage provided by this endorsement the following definitions are applicable;

- a. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- b. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
  - (1) An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - (2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

*SERFF Tracking Number:* PNM-125919220      *State:* Arkansas  
*Filing Company:* Pennsylvania National Mutual Casualty      *State Tracking Number:* EFT \$50  
*Insurance Company*  
*Company Tracking Number:* DLK-08-027  
*TOI:* 17.0 Other Liability-Occ/Claims Made      *Sub-TOI:* 17.0001 Commercial General Liability  
*Product Name:* GL 7106190309  
*Project Name/Number:* GL 7106190309/DLK-08-027

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: PNM-125919220 State: Arkansas  
Filing Company: Pennsylvania National Mutual Casualty State Tracking Number: EFT \$50  
Insurance Company  
Company Tracking Number: DLK-08-027  
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
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## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 12/09/2008

**Comments:**

**Attachment:**

ARtrans120408.pdf

## Property & Casualty Transmittal Document

<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
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<b>3. Group Name</b>	<b>Group NAIC #</b>

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

<b>5. Company Tracking Number</b>	
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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

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

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

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input 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:    _____    Renewal:    _____
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
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]

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.)

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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>	
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (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			<input 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

## RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

**(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)**

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
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<b>2.</b>	<b>This filing corresponds to form filing number</b> (Company tracking number of form filing, if applicable)	
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Rate Increase     
  Rate Decrease     
  Rate Neutral (0%)

<b>3.</b>	<b>Filing Method (Prior Approval, File &amp; Use, Flex Band, etc.)</b>	
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<b>4a.</b>	<b>Rate Change by Company (As Proposed)</b>						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

<b>4b.</b>	<b>Rate Change by Company (As Accepted) For State Use Only</b>						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

<b>5. Overall Rate Information (Complete for Multiple Company Filings only)</b>			
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		COMPANY USE	STATE USE
<b>5a</b>	<b>Overall percentage rate indication (when applicable)</b>		
<b>5b</b>	<b>Overall percentage rate impact for this filing</b>		
<b>5c</b>	<b>Effect of Rate Filing – Written premium change for this program</b>		
<b>5d</b>	<b>Effect of Rate Filing – Number of policyholders affected</b>		

<b>6.</b>	<b>Overall percentage of last rate revision</b>	
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<b>7.</b>	<b>Effective Date of last rate revision</b>	
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<b>8.</b>	<b>Filing Method of Last filing (Prior Approval, File &amp; Use, Flex Band, etc.)</b>	
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9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		<input 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	