

SERFF Tracking Number: CLTR-125503413 State: Arkansas
Filing Company: Essentia Insurance Company State Tracking Number: EFT \$50
Company Tracking Number:
TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine
Product Name: AR Phase 2BAC0128030
Project Name/Number: /

Filing at a Glance

Company: Essentia Insurance Company
Product Name: AR Phase 2BAC0128030
TOI: 09.0 Inland Marine
Sub-TOI: 09.0006 Other Personal Inland Marine
Filing Type: Form

SERFF Tr Num: CLTR-125503413 State: Arkansas
SERFF Status: Closed State Tr Num: EFT \$50
Co Tr Num: State Status: Fees verified and received
Co Status: Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding
Authors: Karen Pollitt, Stephanie Young, Linda Ryan-James Disposition Date: 02/26/2008
Date Submitted: 02/25/2008 Disposition Status: Approved
Effective Date Requested (New): 03/28/2008 Effective Date (New): 03/28/2008
Effective Date Requested (Renewal): Effective Date (Renewal):
State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Disapproved
Project Number: Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 02/26/2008
State Status Changed: 02/26/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
On behalf of Essentia Insurance Company, Coulter and Associates is filing the following revised Inland Marine Forms for their Classic Auto Program.
The forms incorporate the most recent ISO updates.

- Amendment of Policy Provisions, AC 01 90 03 08
Revised amendment to remove terrorism exclusion from Part B – Medical Payments

SERFF Tracking Number: CLTR-125503413 State: Arkansas
 Filing Company: Essentia Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number:
 TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine
 Product Name: AR Phase 2BAC0128030
 Project Name/Number: /

- State Conformance Endorsement, AC 01 28 03 08
- o Removed Part B terrorism exclusion removal as this is now incorporated in AC 01 90
- o Revised Part D mold exclusion removal to mold a exclusion unless caused by a covered loss

The effective date of use for these forms will be 3/28/08.

Company and Contact

Filing Contact Information

(This filing was made by a third party - coulterandassociatesinc)

Karen Pollitt, Senior Compliance Consultant karen@coulter-and-associates.com
 Coulter and Associates (609) 443-7540 [Phone]
 Cranbury, NJ 08512 (609) 443-4103[FAX]

Filing Company Information

Essentia Insurance Company CoCode: 37915 State of Domicile: Missouri
 One Beacon Lane Group Code: 1129 Company Type: Property & Casualty
 Canton, MA 02021 Group Name: State ID Number:
 (617) 725-6000 ext. [Phone] FEIN Number: 04-2672903

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Essentia Insurance Company	\$50.00	02/25/2008	18137888

SERFF Tracking Number: CLTR-125503413

State: Arkansas

Filing Company: Essentia Insurance Company

State Tracking Number: EFT \$50

Company Tracking Number:

TOI: 09.0 Inland Marine

Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: AR Phase 2BAC0128030

Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	02/26/2008	02/26/2008

SERFF Tracking Number: CLTR-125503413 *State:* Arkansas
Filing Company: Essentia Insurance Company *State Tracking Number:* EFT \$50
Company Tracking Number:
TOI: 09.0 Inland Marine *Sub-TOI:* 09.0006 Other Personal Inland Marine
Product Name: AR Phase 2BAC0128030
Project Name/Number: /

Disposition

Disposition Date: 02/26/2008

Effective Date (New): 03/28/2008

Effective Date (Renewal):

Status: Approved

Comment: In the future, please ensure the current company name is on the transmittal header.

Rate data does NOT apply to filing.

SERFF Tracking Number: CLTR-125503413

State: Arkansas

Filing Company: Essentia Insurance Company

State Tracking Number: EFT \$50

Company Tracking Number:

TOI: 09.0 Inland Marine

Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: AR Phase 2BAC0128030

Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Authorization to File	Approved	Yes
Supporting Document	Readability Certification	Approved	Yes
Supporting Document	Certificate of Compliance	Approved	Yes
Supporting Document	Inland Marine Checklist	Approved	Yes
Form	Amendment of Policy Provisions	Approved	Yes
Form	State Conformance Endorsement	Approved	Yes

SERFF Tracking Number: CLTR-125503413

State: Arkansas

Filing Company: Essentia Insurance Company

State Tracking Number: EFT \$50

Company Tracking Number:

TOI: 09.0 Inland Marine

Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: AR Phase 2BAC0128030

Project Name/Number: /

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Amendment of Policy Provisions	AC 01 90	03 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 AC 01 90 04 07 Previous Filing #: AR-PC-07-025263		AC01900308 -Amendment of Policy Prov-AR .pdf
Approved	State Conformance Endorsement	AC 01 28	03 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 AC 01 28 04 07 Previous Filing #: AR-PC-07-025263		AC01280308 -State Conformance End-AR.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PROVISIONS

The provisions of the Classic Auto Policy are amended as follows. These changes broaden coverage provided by the policy for no additional premium.

Part A – LIABILITY COVERAGE

Exclusion 11. is deleted.

Part B – MEDICAL PAYMENTS

Under **EXCLUSIONS**, the words “or terrorism” are deleted from exclusion **7.e**.

Part D – COVERAGE FOR DAMAGE TO YOUR AUTO

1. SPARE PARTS

The limit is increased to \$750, or the amount shown on the declarations for “**Spare Parts**”.

The following section is added:

2. CAR COVERS

We will pay up to \$250 for direct and accidental loss or damage to a car cover or car bra used for “your covered auto”. This coverage does not increase the limit of liability for “your covered auto” as stated under Coverage D in the declarations.

3. Under **EXCLUSIONS**, the following changes apply:

- A.** Under exclusion **A.1**, the word “vermin” is deleted.
- B.** Under exclusion **A.4**, the word “terrorism” is deleted.

STATE CONFORMANCE ENDORSEMENT – ARKANSAS

The following amendment changes the policy to conform with Arkansas state laws. Please read your entire policy for full details about your coverages.

DEFINITIONS

The Definitions Section is amended as follows:

Throughout the policy, “minimum limits” refers to the following limits of liability as required by Arkansas law, to be provided under a policy of automobile liability insurance:

1. \$25,000 for each person, subject to \$50,000 for each accident, with respect to “bodily injury”; and
2. \$25,000 for each accident with respect to “property damage”.

PART D – COVERAGE FOR DAMAGE TO YOUR COVERED AUTO

The Exclusions section is amended as follows:

The following is added at the end of Exclusion 1:

However, this exclusion (1.) does not apply to mold damage that results from a covered loss.

The Appraisal Provision is deleted and replaced by the following:

APPRAISAL

If we and you do not agree on the amount of loss, an appraisal of the loss may be made. 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. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

We do not waive any of our rights under this policy by agreeing to an appraisal.

PART F - GENERAL PROVISIONS

A. Paragraph C. of the Legal Action Against Us Provision is deleted and replaced by the following:

Under Part D, suit or action must start within the time allowed by law, but this time period will be extended by the number of days between the date you file your proof of loss with us and the date we deny all or part of your claim.

B. The following is added to the Our Right To Recover Payment Provision:

OUR RIGHT TO RECOVER PAYMENT

We shall be entitled to a recovery under Paragraph A. or B. only after the person has been fully compensated for damages.

C. The Termination Provision of Part F is replaced by the following:

TERMINATION

Cancellation

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - a. At least 10 days notice if cancellation is for nonpayment of premium; or
 - b. At least 20 days notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If the policy was obtained through material misrepresentation; or
 - c. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";
 has been suspended or revoked. This must have occurred:
 - (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year.

However, we may not cancel under Paragraph (B.3.c.) solely because of the administrative suspension or revocation of the insured's driver's license due to the influence or use of alcohol or a controlled substance as set forth in ARK. CODE ANN. Section 5-65-104.

Nonrenewal

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than one year, we will have the right not to renew or continue this policy at the end of the policy period.

2. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

Automatic Termination

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

Other Termination Provisions

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you 90% of the pro rata unearned premium.

However, we will refund you the full pro rata unearned premium if:

a. You cancel this policy because:

- (1) You have disposed of "your covered auto", and you insure another auto with us under a new policy, to become effective within 30 days of the effective date of cancellation of this policy; or
- (2) "Your covered auto" has been repossessed under the terms of a financing agreement; or
- (3) You are entering the armed forces of the United States of America; or
- (4) "Your covered auto" was stolen or destroyed, and you request cancellation:
 - (a) Within 30 days following the date "your covered auto" was stolen or destroyed; or
 - (b) Within 15 days of the time we determined "your covered auto" was destroyed, or if stolen, to be unrecoverable.

b. You cancel this policy but there remains in force with us a policy in your name insuring another auto.

c. This policy is written for a term of greater than one year and you cancel the policy after it has been in effect for one year.

Making or offering to make the refund is not a condition of cancellation.

3. The effective date of cancellation stated in the notice shall become the end of the policy period.

SERFF Tracking Number: CLTR-125503413

State: Arkansas

Filing Company: Essentia Insurance Company

State Tracking Number: EFT \$50

Company Tracking Number:

TOI: 09.0 Inland Marine

Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: AR Phase 2BAC0128030

Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CLTR-125503413

State: Arkansas

Filing Company: Essentia Insurance Company

State Tracking Number: EFT \$50

Company Tracking Number:

TOI: 09.0 Inland Marine

Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: AR Phase 2BAC0128030

Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty	Review Status: Approved	02/26/2008
Comments:		
Attachment: AR NAIC P&C Transmittal-IM Form 2.pdf		
Satisfied -Name: Authorization to File	Review Status: Approved	02/26/2008
Comments:		
Attachment: Essentia Auth to file.pdf		
Satisfied -Name: Readability Certification	Review Status: Approved	02/26/2008
Comments:		
Attachment: AR Readability certificate.pdf		
Satisfied -Name: Certificate of Compliance	Review Status: Approved	02/26/2008
Comments:		
Attachment: AR IM Compliance.pdf		
Satisfied -Name: Inland Marine Checklist	Review Status: Approved	02/26/2008
Comments:		
Attachment: AR IM Forms Checklist 0308.pdf		

Property & Casualty Transmittal Document

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

3. Group Name	Group NAIC #
One Beacon	1129

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
American Central Insurance Company	Missouri	37915	04-2672903	

5. Company Tracking Number	AR IM Revised Form
-----------------------------------	--------------------

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Karen Pollitt, AIRC, CCP 379 Princeton-Hightstown Road Cranbury, NJ 08512	Sr. Compliance Consultant	(609) 443-1811	(609) 443-4103	karen@coulter-and-associates.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Karen Pollitt, AIRC, CCP		

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

9. Type of Insurance (TOI)	09.0 Inland Marine
10. Sub-Type of Insurance (Sub-TOI)	09.0006 Other Personal Inland Marine
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Classic Car Program Introduction
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: On Approval Renewal: On Approval
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	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	AR IM Revised Form
------------	--	--------------------

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

On behalf of Essentia Insurance Company, Coulter and Associates is filing the following revised Inland Marine Forms for their Classic Auto Program.

The forms incorporate the most recent ISO updates.

- Amendment of Policy Provisions, AC 01 90 03 08
Revised amendment to remove terrorism exclusion from Part B – Medical Payments

- State Conformance Endorsement, AC 01 28 03 08
 - o Removed Part B terrorism exclusion removal as this is now incorporated in AC 01 90
 - o Revised Part D mold exclusion removal to mold a exclusion unless caused by a covered loss

The effective date of use for these forms will be 3/28/08.

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]
------------	---

Form filing = \$50.00 Sent via Serff EFT

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 #	AR IM Revised Form
-----------	--	--------------------

2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
-----------	---	--

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	Amendment of Policy Provisions	AC 01 90 03 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	AC 01 90 04 07	AR-PC-07-025263
02	State Conformance Endorsement	AC 01 28 03 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	AC 01 28 04 07	AR-PC-07-025263
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		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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.)

1.	This filing transmittal is part of Company Tracking #	
-----------	--	--

2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	
-----------	---	--

Rate Increase
 Rate Decrease
 Rate Neutral (0%)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	Prior Approval
-----------	--	----------------

4a.	Rate Change by Company (As Proposed)
------------	---

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)

4b.	Rate Change by Company (As Accepted) For State Use Only
------------	--

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

5.	Overall Rate Information (Complete for Multiple Company Filings only)
-----------	--

		COMPANY USE	STATE USE
5a	Overall percentage rate indication (when applicable)		
5b	Overall percentage rate impact for this filing		
5c	Effect of Rate Filing – Written premium change for this program		
5d	Effect of Rate Filing – Number of policyholders affected		

6.	Overall percentage of last rate revision	
-----------	--	--

7.	Effective Date of last rate revision	
-----------	--------------------------------------	--

8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	
-----------	--	--

9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state

Essentia Insurance Company
One Beacon Lane
Canton, MA 02021

Date: December 4, 2007
To: State Insurance Departments
From: Gavin Blair
Subject: Filing Authority for Coulter & Associates, Inc.

I, *GAVIN BLAIR*, an officer of Essentia Insurance Company, have authorized Coulter & Associates, Inc., acting as our Contracts Consultants, to file products and correspond with your Department on our behalf. The Authorization is effective until December 1, 2008.

Officer Signature: *Gavin Blair*

Title: *V.P. and Actuary*

READABILITY CERTIFICATION

This is to certify that the form(s) below has (have) been subject to the Flesch Reading Ease Test.

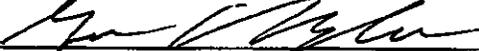
A. Option Selected

1. Policy and its related forms are scored for the Flesch reading ease test as one unit and the combined score is _____.
2. Policy and riders are scored separately for the Flesch reading ease test. Scores for the policy and each form as outlined in the attached Exhibit 1.

B. Test Option Selected

1. Test was applied to entire form(s).
2. Test was applied on sample basis. Form(s) contain(s) more than 10,000 words. Copy of forms enclosed indicating word samples tested.

Company Name: Essentia Insurance Company

Signature of Certifying Official: 

Printed Name and Title of Certifying Official: Gavin Blair Vice President and Actuary

Certifying Official's Address: 1 Beacon Lane, Canton MA 02021-1030

Date Signed: 2/21/08

ARKANSAS CERTIFICATE OF COMPLIANCE

(You may print or type the information required by this form)

FORM SELF CERT



I, Gavin Blair, Vice President & Actuary of
(Name) (Title of Authorized Officer)
Essentia Insurance Company
(Name of Insurer)

declare that I am authorized to execute and file this certificate of compliance and do hereby certify that I am knowledgeable of the legal requirements under Arkansas law applicable to the insurance forms that are the subject of this filing and further aver:

corrective action shall be taken by the commissioner against the company.

1. Upon information and belief, I certify that the insurance forms filed herewith are complete and comply with all Arkansas laws, including the:

3. Pursuant to Ark. Code Ann. § 23-79-109(a)(1)(C), I understand that by certifying that a form complies with paragraph 1 hereof, it is not to be taken by the undersigned or by my company as meaning that any insurance effected by use of such form may in any fashion be inconsistent with the statutory and common law of Arkansas.

- a. Arkansas Code Annotated;
- b. Arkansas Rules and Regulations;
- c. Arkansas Insurance Bulletins, Directives and Orders;
- d. Applicable filing requirements including the applicable product standards set forth in the product checklists; and
- e. Rulings and decisions of any court of this state.

4. Pursuant to Ark. Code Ann. §23-79-118, I understand and acknowledge that any insurance policy, rider, endorsement or other insurance form filed under this certificate, that is subsequently issued to an insured, and contains any condition or provision not in compliance with the requirements of the laws of the State of Arkansas, as set forth in paragraph 1 hereof, shall be construed and applied in accordance with such condition or provision as would have applied if the policy, rider, endorsement or form had been in full compliance with the law.

2. I understand and acknowledge that the Commissioner will rely upon this certificate and if it is subsequently determined that any form filed herewith is false or misleading, appropriate

Does this Certification apply to all the companies in this filing? (Yes or No) ▶ Yes

If "NO", to which companies does this Certification apply?

Company Name(s)	NAIC #

Company Tracking Number _____

Signature of Authorized Officer ▶	<u>[Signature]</u>	
Name of Authorized Officer ▶	<u>GAVIN BLAIR</u>	
Title of Authorized Officer ▶	<u>Vice President & Actuary</u>	
Email address of Authorized Officer ▶	<u>gblair@onebeacon.com</u>	
Telephone # of Authorized Officer ▶	<u>81-332-8757</u>	Date ▶ <u>2/21/08</u>

This form may be computer generated by the company. So long as the wording and general layout is the same, the format may vary. For more information, contact the Property & Casualty Division of the Arkansas Insurance Department at 1200 W 3rd St., Little Rock, AR 72201, telephone: 501-371-2800, or email: information.pnc@arkansas.gov AID PC SelfCert (4/30/03)

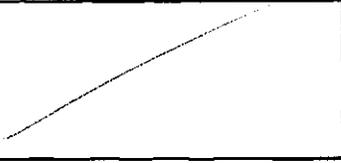
LINE OF BUSINESS: Inland Marine

LINE(S) OF INSURANCE
Other Commercial Inland Marine

CODES
9.0005

Code: 9.0000

IF CHECKLIST IS NOT APPLICABLE, PLEASE EXPLAIN:

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
COPIES, RETURN ENVELOPES ETC.	Rule & Reg 23—12/18/02. This reg is scheduled to change in 2003. WORD PDF	If it is a paper filing, include 1 copy of transmittal header (or cover letter) for each company included in filing and a return copy for the company. Include a self-addressed, postage paid envelope <u>large enough to accommodate the return copy.</u>	
COVER LETTER AND EXPLANATORY MEMORANDUM	Rule & Reg 23—12/18/02. This reg is scheduled to change in 2003. WORD PDF	12/18/02—At this time Arkansas will accept the abstracts required in current Rule and Reg 23 or the NAIC Uniform Transmittal Document and its related forms. If the Uniform Transmittal document is used, no cover letter is necessary	

FILING SUBMISSION	Rule & Reg 67 WORD PDF		
EFFECTIVE DATE WORDING	23-67-219 WORD PDF	(C)(i) Every filing must be submitted for approval to the commissioner at least thirty (30) days prior to the proposed effective date. (ii) Upon written request of the filer, the commissioner may authorize an earlier effective date.	
FREE CONTRACT PROHIBITED			
LIMITATIONS/RESTRICTIONS ON TRANACTING BUSINESS			
NAIC #	Bulletin 8-90 WORD PDF	NAIC #s are required on all correspondence, documents, reports, etc. filed by the insurer with the AR Insurance Dept.	
LINE OF AUTHORITY	23-62-107 WORD PDF	See Link for full definition	
NO FILE OR FILING EXEMPTIONS	23-67-206 WORD PDF	23-67-206. Exemptions. (a) In a competitive market, property and casualty insurance for commercial risks, excluding workers' compensation, employers' liability, and professional liability insurance, including, but not limited to, medical malpractice insurance, are exempted from the rate filing and review provisions set forth in this chapter. (b) Risks or portions thereof which are not rated according to manuals, rating plans, or schedules including "a" rates, risks rated under the "referral to company" or "individual risk situations" rules, are exempted from the rate filing and review provisions set forth in this chapter. Insurers must maintain complete files on how they determined the rate for such risks and make these files available to the Insurance Commissioner upon request. (c) The commissioner, upon his or her own	

		initiative or upon request of any person, by order, may exempt any market, segment, or line from any or all of the provisions of this chapter if and to the extent that he or she finds the exemption necessary to achieve the purposes of this chapter.	
SIDE BY SIDE COMPARISON		Accepted but not required	
WATERCRAFT LONGER THAN 26 FEET	Bulletin 7-99 WORD PDF		
THIRD PARTY FILERS AUTHORITY		A third party filer must be given permission by insurer to file on their behalf. No specific code cite.	
TRANSACTING OTHER BUSINESS			
FORMS: POLICY PROVISIONS			
ACCESS TO COURTS	23-79-203 WORD PDF	23-79-203. Trial by jury.(a) No insurance policy or annuity contract shall contain any condition, provision, or agreement which directly or indirectly deprives the insured or beneficiary of the right to trial by jury on any question of fact arising under the policy or contract. (b) All such provisions, conditions, or agreements shall be void.	Acknowledged
AMBIGUOUS & MISLEADING			
APPLICATIONS	23-79-109(a) WORD PDF	23-79-109. Filing and approval of forms. (a)(1)(A) No basic insurance policy, or annuity contract form, or application form where written application is required and is to be made a part of the policy or contract, or printed rider or endorsement form or form of renewal certificate, shall be issued, delivered, or used as to a subject of insurance resident, located, or to be performed in this state unless the form has been filed with and approved by the Insurance Commissioner and, in the case of individual accident and health contracts, the rates have been filed with and	Acknowledged

		approved by the commissioner.	
APPRAISALS	23-79-203(a), WORD PDF Bulletin 19-89 WORD PDF	23-79-203. Trial by jury.(a) No insurance policy or annuity contract shall contain any condition, provision, or agreement which directly or indirectly deprives the insured or beneficiary of the right to trial by jury on any question of fact arising under the policy or contract. (b) All such provisions, conditions, or agreements shall be void.	State Conformance Endorsement AC 01 28 03 08 Appraisal
ARBITRATION	23-79-203(a), WORD PDF Bulletin 19-89 WORD PDF	23-79-203. Trial by jury.(a) No insurance policy or annuity contract shall contain any condition, provision, or agreement which directly or indirectly deprives the insured or beneficiary of the right to trial by jury on any question of fact arising under the policy or contract. (b) All such provisions, conditions, or agreements shall be void.	ISO um/w/m Endorsements - Arbitration
ASSESSIBLE POLICIES			
BANKRUPTCY PROVISIONS	23-89-102 Word PDF ; Jarboe v. Shelter Ins. Co., 317 Ark. 395,877 S.W.2d 930 (1994)	Insurer's liability is not affected by the insured's insolvency; the filing of a petition in bankruptcy is not the type of immunity contemplated by this section.	Classic Auto Policy AC00010407 p9
BLANK ENDORSEMENTS	23-79-109 WORD PDF	Forms must be filed. A form without specific language is not a complete form and can't be approved. However, we will consider approving a "blank" form if the company will provide a detailed description of how the form will be used.	Acknowledged
CANCELLATION & NON-RENEWAL	23-66-206(11) WORD PDF	See "Permissible Reasons for Cancellation" below	
Cancellation-indiscriminate & capricious cancellation or nonrenewal by insurers	Directive 1-85 Bulletin 13-85 WORD PDF	Directive 1-85 primarily states the Dept. position on cancellations & nonrenewals. It deals with policies in effect more than 60 days, policyholders forced to suffer cancellation or nonrenewal when a company decides they wish to restrict writing in an area,	Acknowledged AC 01 28 03 08 Pg 2

		<p>termination of agent/agency contracts, etc. Bulletin 13-85 emphasizes the Dept. position stated in Directive 1-85. Both Directive and Bulletin are too long to provide here but are available by email or fax by contacting the P&C Division (501-371-2800).</p>	
Calculation of Unearned/Return Premium	23-79-112(h) WORD PDF	<p>"(h) On and after January 1, 1990, every property and casualty policy shall contain a provision stating the method to be utilized in computing premium refunds in the event of cancellation of the policy by the insured or the insurer."</p>	<p>Acknowledged AC 01 28 03 08 P 3</p>
Conditional Renewal	23-79-307 WORD PDF	<p>(6)(A) When an insurer revises its rates or rules and the revision results in a premium increase equal to or greater than twenty-five percent (25%) on any renewal policy issued for a term of twelve (12) months or less, the insurer shall mail or deliver to the insured's agent not less than thirty (30) days prior to the effective date of renewal, and to the insured not less than ten (10) days prior to the effective date of renewal, notice specifically stating the insurer's intention to increase the premium by an amount equal to or greater than twenty-five percent (25%). (B) If the notice is not given as stated in subdivision (6)(A) of this section, the insurer is required to extend the existing policy thirty (30) days from the date such notice is mailed or delivered. The premium for the policy as extended in such circumstances</p>	<p>This statute applies only to Commercial policies. Subchapter 3. minimum standards - Commercial Property and Casualty Insurance Policies</p>
Minimum Retained Premium	23-79-112(b)(7) WORD PDF	<p>23-79-112. Contents. (a) The written instrument in which a contract of insurance is set forth is the policy. (b) Every policy shall specify: (1) The names of the parties to the contract; (2) The subject of the insurance; (3) The risks insured against; (4) The time when the insurance thereunder takes effect and the period during which the insurance is to continue; (5) The premium or premium deposit; (6) The policy fee, if any; (7) The minimum premium to be retained, if any, by a property or casualty insurer in the event of</p>	<p>Satisfied in filed form, endorsement, declarations. we do not retain a minimum premium after cancellation - all refunds are pro-Rate</p>

		<p>cancellation of the policy by the insured; and (8) The conditions pertaining to the insurance.</p>	
<p>Notice of Cancellation</p>	<p>23-66-206(9)(B) WORD PDF</p>	<p>(B) Cancellations of property and casualty policies shall only be effective when notice of cancellation is mailed or delivered by the insurer to the named insured and to any lienholder or loss payee named in the policy at least twenty (20) days prior to the effective date of cancellation. However, where cancellation is for nonpayment of premium, at least ten (10) days' notice of cancellation accompanied by the reason for cancellation shall be given.</p>	<p>Acknowledged AC 01 28 03 08 Page 2</p>
<p>Notice of Non-renewal</p>	<p>23-79-307(7) WORD PDF</p>	<p>(7) Except in the case of nonpayment of premium, an insurer shall renew a policy, unless a written notice of nonrenewal is mailed at least sixty (60) days prior to the expiration date of the policy or, for a policy for a term longer than one (1) year and not having a fixed expiration date, sixty (60) days prior to the anniversary date;</p>	<p>state Conformance Endorsement AC 01 28 03 08 p 2, 3 Nonrenewal</p>
<p>Permissible Reasons for Cancellation</p>	<p>23-66-206(9)(A) WORD PDF</p>	<p>(9)(A) "Policy cancellations" are cancellations of insurance coverage on a property or casualty risk which has been in force over sixty (60) days or after the effective date of a renewal policy or an annual anniversary date, unless the cancellation is based upon at least one (1) of the following reasons: (i) Nonpayment of premium; (ii) Fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy; (iii) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance; (iv) Violation of any local fire, health, safety, building, or construction regulation or ordinances with respect to any insured property or the occupancy of the property, which substantially increases any hazard insured against under the policy; (v) Nonpayment of membership dues in those cases where the bylaws, agreements, or other legal instruments of the insurer issuing the policy require payment as a condition of the issuance and maintenance of the policy; or (vi) A material violation of a material provision of the</p>	<p>Acknowledged state Conformance Endorsement AC 01 28 03 08 p 2, 3 Termination</p>

		<p>policy.</p> <p>(B) Cancellations of property and casualty policies shall only be effective when notice of cancellation is mailed or delivered by the insurer to the named insured and to any lienholder or loss payee named in the policy at least twenty (20) days prior to the effective date of cancellation. However, where cancellation is for nonpayment of premium, at least ten (10) days' notice of cancellation accompanied by the reason for cancellation shall be given.</p> <p>(C) The provisions of subdivision (9) of this section shall not be applicable to any policy providing coverage for workers' compensation or employers' liability or to any policy providing coverage for personal automobile liability, automobile physical damage, or automobile collision, or any combination thereof;</p>	
Permissible Reasons for Non-renewal	<p>Directive 1-85 Bulletin 13-85 WORD PDF</p>	<p>There is nothing SPECIFIC to Boiler & machinery but Directive 1-85 primarily states the Dept. position on cancellations & nonrenewals. It deals with policies in effect more than 60 days, policyholders forced to suffer cancellation or nonrenewal when a company decides they wish to restrict writing in an area, termination of agent/agency contracts, etc. Bulletin 13-85 emphasizes the Dept. position stated in Directive 1-85. Both Directive and Bulletin are too long to provide here but are available by email or fax by contacting the P&C Division (501-371-2800).</p>	<p><i>Acknowledged</i></p>
Required Policy Period	<p>23-79-112(b)(4) WORD PDF</p>	<p>23-79-112. Contents.</p> <p>(a) The written instrument in which a contract of insurance is set forth is the policy.</p> <p>(b) Every policy shall specify:</p> <ol style="list-style-type: none"> (1) The names of the parties to the contract; (2) The subject of the insurance; (3) The risks insured against; (4) The time when the insurance thereunder takes effect and the period during which the insurance is to continue; (5) The premium or premium deposit; (6) The policy fee, if any; (7) The minimum premium to be retained, if any, by a property or casualty insurer in the event of cancellation of the policy by the insured; and 	<p><i>Acknowledged</i> <i>See policy form, declarations endorsements</i></p>

Return Premium	23-79-112(h) WORD PDF	(8) The conditions pertaining to the insurance. “(h) On and after January 1, 1990, every property and casualty policy shall contain a provision stating the method to be utilized in computing premium refunds in the event of cancellation of the policy by the insured or the insurer.”	Acknowledged AC 01 28 03 08 P3
Suspension			
CERTIFICATIONS		AR is a pilot state for self-certification. However, the forms required have not been developed. Contact Property & Casualty for additional info at (501)-371-2800.	
COINSURANCE			
CONSUMER INFORMATION			
Credit Scoring Notice			Not applicable
Privacy notice	Rule & Reg 73 WORD PDF Bulletin 5-2000 WORD PDF		Acknowledged ACN 83 0407
Notification Form	Bulletin 6-87 WORD PDF	Requires the address & phone # of the Arkansas Insurance Dept in every policy. The correct address is: Arkansas Insurance Dept., Consumer Services Division, 1200 W. 3rd St., Little Rock, AR 72201-1904; Telephone 800-852-5494 or 501-371-2640	Not Applicable
CONTENT OF POLICIES	23-79-111 WORD PDF 23-79-112 WORD PDF	Too large to include entire code cite here. Refer to the links to the left.	Acknowledged
COUNTERSIGNATURES	Not Applicable	Resident countersignature requires were repealed several years ago.	
DECLARATIONS PAGE	No specific requirements		
DISCLOSURES			
DEFINITIONS			
DISCRIMINATION	23-66-206(14) WORD PDF	This section too large to provide here. Check link to	Acknowledged

		left.	
DUTY TO DEFEND	23-79-307(5)(A) WORD PDF	(5)(A) Policies containing provisions which would reduce the limit of liability available for judgments or settlements by the amount of payment made for defense cost or claim expenses shall not be approved by the Insurance Commissioner unless a separate limit for defense costs equal to one hundred percent (100%) of the annual aggregate limit of liability stated in the policy for judgments or settlements is offered for defense costs or claims expenses to the insured. However, no policy covering automobile liability insurance may contain the defense within the limits concept. (B) This subsection shall not apply to policies or contracts which the commissioner may exempt by order upon a finding that this subsection may not practically be applied or that its application is not necessary or desirable for the protection of the public;	Acknowledged AC 00 01 04 07 P 2 insuring agreement
EXCLUSIONS & LIMITATIONS			
Mold			
Terrorism			
Terrorism—certified acts	Bul. 13-2002 WORD PDF	Bulletin provides info on rate/form submission requirements. See link at left for complete copy of bulletin.	Acknowledged Terrorism not excluded AC 01 90 03 08
FICTITIOUS GROUPS	23-66-304 WORD PDF	Fictitious groups. (a) No insurer, whether an authorized or unauthorized insurer, shall make available through any rating plan or form any fire, casualty, or surety insurance to any person, firm, corporation, or association of individuals at any preferred rate, premium, or form of contract based upon any fictitious grouping of the firm, corporation, or association. (b) "Fictitious grouping" is defined and declared to be the grouping by membership, nonmembership, license, franchise, agreement, contract, or any other method or means wherein the person, firm, corporation, or association of individuals of a group may receive a preferred rate, premium, or form of insurance contract. (c) Nothing in this	Acknowledged, groups not used in this program

		section shall apply to the State of Arkansas or any governmental unit thereof, including counties, school districts, municipalities, state agencies, or any other governmental subsidiary, to life or accident and health insurance or to annuity contracts, nor to any insurer that restricts its insurance coverage to members of a particular association or organization with which the insurer is directly affiliated.	
FORMS MISCELLANEOUS	23-79-109 WORD PDF	(General requirement that forms be filed). This section too large to provide here. Check link to left.	<i>Acknowledged</i>
FRAUD WARNING	23-66-503 WORD PDF	<p>Fraud warning required. (a) Claim forms, proofs of loss, or any similar documents, however designated, seeking payment or benefit pursuant to an insurance policy, and applications for insurance, regardless of the form of transmission, shall contain the following statement or a substantially similar statement:</p> <p>"Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."</p> <p>(b) The lack of a statement as required in subsection (a) of this section does not constitute a defense in any prosecution for a fraudulent insurance act.</p> <p>(c) Policies issued by unauthorized insurers shall contain a statement disclosing the status of the insurer to do business in the state where the policy is delivered or issued for delivery or the state where coverage is in force. The requirement of this subsection may be satisfied by a disclosure specifically required by § 23-65-307.</p> <p>(d) The requirements of this section shall not apply to reinsurance proofs of loss or applications.</p>	<p><i>Acknowledged</i></p> <p><i>Application is compliant</i></p>
GROUP POLICIES			
Extra-Territorial Approval Authority			

INSURANCE TO VALUE			
LIBERALIZATION CLAUSE	23-79-308 WORD PDF	Noncomplying provisions. Any commercial property and casualty insurance policy, contract, rider, or endorsement issued after March 13, 1987, and otherwise valid that contains any condition or provision not in compliance with the requirements of this subchapter shall be construed and applied in accordance with the provisions of this subchapter.	N/A
LIMITS			
LOSS PAYEE			
LOSS SETTLEMENTS			
Appraisal	23-79-203(a), WORD PDF Bulletin 19-89 WORD PDF	Trial by jury.(a) No insurance policy or annuity contract shall contain any condition, provision, or agreement which directly or indirectly deprives the insured or beneficiary of the right to trial by jury on any question of fact arising under the policy or contract. (b) All such provisions, conditions, or agreements shall be void.	AC 01 28 03 08 P 1
Action Against Company	23-79-203 WORD PDF	23-79-203. Trial by jury. (a) No insurance policy or annuity contract shall contain any condition, provision, or agreement which directly or indirectly deprives the insured or beneficiary of the right to trial by jury on any question of fact arising under the policy or contract. (b) All such provisions, conditions, or agreements shall be void.	AC 01 28 03 08 P 1
After Market Parts			
Arbitration	23-79-203(a) WORD PDF Bulletin 19-89 WORD PDF	Trial by jury.(a) No insurance policy or annuity contract shall contain any condition, provision, or agreement which directly or indirectly deprives the insured or beneficiary of the right to trial by jury on any question of fact arising under the policy or contract. (b) All such provisions, conditions, or agreements shall be void.	ISO UM/UM Endorsements - Arbitration

Deductibles			
Defense Costs	23-79-307(5)(A) WORD PDF	(5)(A) Policies containing provisions which would reduce the limit of liability available for judgments or settlements by the amount of payment made for defense cost or claim expenses shall not be approved by the Insurance Commissioner unless a separate limit for defense costs equal to one hundred percent (100%) of the annual aggregate limit of liability stated in the policy for judgments or settlements is offered for defense costs or claims expenses to the insured. However, no policy covering automobile liability insurance may contain the defense within the limits concept. (B) This subsection shall not apply to policies or contracts which the commissioner may exempt by order upon a finding that this subsection may not practically be applied or that its application is not necessary or desirable for the protection of the public	Acknowledged AC 00 010407 Pg 2 insuring agreement
Loss Valuation			
NOTICE REQUIREMENTS			
Payment of Loss Time Period	23-63-107 WORD PDF	23-63-107. Prompt processing of payment by insurer. (a) No insurer shall intentionally or unreasonably delay, for more than three (3) business days after presentment for collection, the processing of any properly executed and endorsed check or draft issued in settlement of an insurance claim. (b) It is the intent of the General Assembly that insureds or claimants shall be paid their settlement proceeds at the earliest possible time. (c) Any insurer violating this section shall pay the insured or claimant a penalty of two hundred dollars (\$200) or fifteen percent (15%) of the face amount of the check or draft, whichever is higher.	acknowledged
Appraisal	23-79-203 WORD PDF	Trial by jury.(a) No insurance policy or annuity contract shall contain any condition, provision, or agreement which directly or indirectly deprives the insured or beneficiary of the right to trial by jury on any question of fact arising under the policy or	Acknowledged AC 01 28 03 08 Pg 1 Appraisal

		contract. (b) All such provisions, conditions, or agreements shall be void.	
MEDICAL PAYMENTS			
MINIMUM STANDARDS FOR CONTENT (POLICIES AND STANDARD FORMS)	23-79-112 WORD PDF	23-79-112. Contents. (a) The written instrument in which a contract of insurance is set forth is the policy. (b) Every policy shall specify: (1) The names of the parties to the contract; (2) The subject of the insurance; (3) The risks insured against; (4) The time when the insurance thereunder takes effect and the period during which the insurance is to continue; (5) The premium or premium deposit; (6) The policy fee, if any; (7) The minimum premium to be retained, if any, by a property or casualty insurer in the event of cancellation of the policy by the insured; and (8) The conditions pertaining to the insurance. Minimum Commercial Lines Standards—see link for details.	<i>Acknowledged see forms, endorsements & declarations</i>
	23-79-301 WORD PDF		
ORDINANCE/LAW PROVISIONS			
POLICY MUST CONTAIN ENTIRE CONTRACT PRIMARY/UNDERLYING COVERAGE			
READABILITY	23-80-306	(a) All policies which, under subsection (b) of this section, must comply with this subsection shall be simplified, taking into consideration the following factors: (1) Use of simple sentence structure and short sentences; (2) Use of commonly understood words; (3) Avoidance of technical legal terms wherever possible;	<i>Acknowledged see filed forms</i>

	<p>23-79-110(a)(4) WORD PDE</p>	<p>(4) Minimal reference to other sections or provisions of the policy; (5) Organization of text; and (6) Legibility. The Insurance Commissioner shall disapprove any form filed under § 23-79-109, or withdraw any previous approval, only if the form: ... (4) Is printed or otherwise reproduced in such manner as to render any provision of the form substantially illegible or not easily legible to persons of normal vision</p>	
<p>REBATES</p>	<p>23-66-310 WORD PDE</p>	<p>a) No property, casualty, or surety insurer or any employee thereof and no broker, agent, or solicitor shall pay, allow, or give, or offer to pay, allow, or give, directly or indirectly, as an inducement to insure or after insurance has been effected, any rebate, discount, abatement, credit, or reduction of the premium named in a policy of insurance, or any special favor or advantage in the dividends or other benefits to accrue thereon, or any valuable consideration or inducement whatever not specified in the policy, except to the extent provided for in an applicable filing with the Insurance Commissioner as provided by law. (b) No insured named in a policy, nor any employee of the insured, shall knowingly receive or accept, directly or indirectly, any such rebate, discount, abatement, credit, or reduction of premium, or any special favor or advantage or valuable consideration or inducement. (c) Nothing in this section shall be construed as prohibiting the payment of commissions or other compensation to licensed agents, brokers, or solicitors, nor shall it be construed as prohibiting any insurer from allowing or returning to its participating policyholders, members, or subscribers any dividends, savings, or unabsorbed premium deposits.</p>	<p><i>Acknowledged</i></p>
<p>STANDARD FIRE POLICY</p>			

SUBROGATION			
Suit	16-56-111; Dept. position	There are many variations to the statute of limitations in Arkansas. Rather than giving a specific time period that may violate certain statutes under certain circumstances we prefer the language "the time allowed by law".	AC 01 28 03 08 Part F Gen Prov pg 1
TIMELINESS			
	16-56-111; Dept. position	There are many variations to the statute of limitations in Arkansas. Rather than giving a specific time period that may violate certain statutes under certain circumstances we prefer the language "the time allowed by law".	AC 01 28 03 08 Part F Gen Prov pg 1
TRAVEL			
Baggage			
Trip Cancellation			
VOIDANCE			
WARRANTIES			
OTHER			
Large Commercial Insured	23-79-109(g) WORD PDF Bulletin 6-99 WORD PDF	Forms for insureds who meet the definition of "Large Commercial Insureds" may be exempt from filing requirements. However, they are not exempt from statutory or common law of the state.	N/A
RATE, RULE, RATING PLAN, CLASSIFICATION, AND TERRITORY FILING REQUIREMENTS			
INDIVIDUAL RISK RATING	23-67-219 WORD PDF	(E) Upon the written application of the insured, stating his or her reasons therefor, filed with and approved by the commissioner, a rate in excess of	NA

		that provided by a filing otherwise applicable may be used on any specific risk;	
ACTUARIAL CERTIFICATIONS FOR RATES	Rule and Reg 57	Actuarial certification is recommended but not required. However, Rule & Reg 57 allows the Dept to submit the filing to an independent actuary and charge for Department expense for independent actuarial review of previously disapproved rate/rule filing set for hearing at filer's request (excluding Workers' Compensation which is not subject to a monetary cap) EXPENSE AS INCURRED BUT NOT TO EXCEED-----\$1500	acknowledged
Loss Costs	23-67-212 WORD PDF Rule and Reg 23	23-67-212 states that rates must be filed; Rule and Reg 23 gives filing forms and specific requirements.	Acknowledged rates filed
CONSENT-TO-RATE	23-67-213(c) WORD PDF	(c) Consent to Excessive Rate. Upon written consent of the insured stating his or her reasons therefor, a rate in excess of that provided by an otherwise applicable filing may be used on a specific risk. The "consent-to-rate" shall be on a form signed by the insured that includes a statement that the insured consents to a rate in excess of the filed rate. This form shall remain on file with the producing agent or broker.	N/A
CREDIT SCORING AND REPORTS			
CREDIBILITY			
DEFENSE COSTS	23-79-307 WORD PDF	5)(A) Policies containing provisions which would reduce the limit of liability available for judgments or settlements by the amount of payment made for defense cost or claim expenses shall not be approved by the Insurance Commissioner unless a separate limit for defense costs equal to one hundred percent (100%) of the annual aggregate limit of liability stated in the policy for judgments or settlements is offered for defense costs or claims expenses to the insured. However, no policy covering automobile liability insurance may contain	Acknowledged AC 00010407 Pg 2 insuring Agreement

		the defense within the limits concept. (B) This subsection shall not apply to policies or contracts which the commissioner may exempt by order upon a finding that this subsection may not practically be applied or that its application is not necessary or desirable for the protection of the public.	
DISCOUNTS			
EXPIRATION DATE(S) FOR APPROVED RATES			
GROUP POLICIES			
Extra-Territorial Approval Authority			
LOSS RATIO STANDARDS			
MID TERM CHANGES	23-79-307(3) WORD PDF	(3) Forms or endorsements issued after the policy inception date not at the request of the named insured which reduce, restrict, or modify the original policy coverage must be accepted and signed by the named insured;	<i>Acknowledged</i>
LOSS COST MULTIPLIERS	23-67-306 WORD PDF	23-67-206. Exemptions. (a) In a competitive market, property and casualty insurance for commercial risks, excluding workers' compensation, employers' liability, and professional liability insurance, including, but not limited to, medical malpractice insurance, are exempted from the rate filing and review provisions set forth in this chapter. (b) Risks or portions thereof which are not rated according to manuals, rating plans, or schedules including "a" rates, risks rated under the "referral to company" or "individual risk situations" rules, are exempted from the rate filing and review provisions set forth in this chapter. Insurers must maintain complete files on how they determined the rate for such risks and make these files available to the	<i>N/A</i>

		Insurance Commissioner upon request. (c) The commissioner, upon his or her own initiative or upon request of any person, by order, may exempt any market, segment, or line from any or all of the provisions of this chapter if and to the extent that he or she finds the exemption necessary to achieve the purposes of this chapter.	
PREMIUM REFUND OR RETENTION	23-79-112(h) WORD PDF	(h) On and after January 1, 1990, every property and casualty policy shall contain a provision stating the method to be utilized in computing premium refunds in the event of cancellation of the policy by the insured or the insurer.	Acknowledged AC 01 28 03 08 P 2
PRICING			
Charges	23-66-310 WORD PDF	This section deals with illegal dealing with premiums and excess charges. It is too large to include here. See link to left.	Acknowledged
Minimum Premium Rules	23-67-202(11) WORD PDF	(11) "Rates" or "supplementary rate information" includes any manual or plan of rates, classification, rating schedule, minimum premium, policy fee, rating rule, and any other similar information needed to determine the applicable rate in effect or to be in effect	Acknowledged - Classic Auto manual exceptions Rules - Arkansas Pg 1
Multi-tier		Nothing specific in the code. AR allows multi-tier rating with sufficient justification.	N/A
Payment Plans	23-79-101(2) WORD PDF	(2) "Premium" is the consideration for insurance, by whatever name called. Any assessment, or any membership, policy, survey, inspection, service, or similar fee or charge in consideration for a policy is deemed part of the premium.	Acknowledged
Premiums	23-79-101(2) WORD PDF	(2) "Premium" is the consideration for insurance, by whatever name called. Any assessment, or any membership, policy, survey, inspection, service, or similar fee or charge in consideration for a policy is deemed part of the premium.	Acknowledged
Service Charges	23-79-101(2) WORD PDF	(2) "Premium" is the consideration for insurance, by whatever name called. Any assessment, or any membership, policy, survey, inspection, service, or similar fee or charge in consideration for a policy is	Acknowledged

<p>Surcharges</p>	<p>23-79-101(2) WORD PDF</p>	<p>deemed part of the premium. (2) "Premium" is the consideration for insurance, by whatever name called. Any assessment, or any membership, policy, survey, inspection, service, or similar fee or charge in consideration for a policy is deemed part of the premium.</p>	<p><i>Acknowledged</i></p>
<p>Other Fees</p>	<p>23-66-310 WORD PDF</p>	<p>This section deals with illegal dealing with premiums and excess charges. It is too large to include here. See link to left.</p>	<p><i>Acknowledged</i></p>
<p>RATE RANGES</p>	<p>23-67-210 WORD PDF</p>	<p>Rate ranges are only allowed when they are filed in compliance with 23-67-201(a) " Rates may be modified to produce premiums for individual risks in accordance with filed rating plans which establish standards for measuring variations in hazards or expense provisions. Those standards may measure differences among risks that can be demonstrated to have a probable effect upon losses or expenses. The modification shall apply to all risks under the same or substantially the same circumstances or conditions. (b) This provision does not apply to filed modification plans which may be offered to an insured including, but not limited to, retrospective rating plans and composite rating plans."</p>	<p><i>Acknowledged</i></p>
<p>RATING PLAN REQUIREMENTS</p>	<p>23-67-206 WORD PDF</p>	<p>23-67-206. Exemptions. (a) In a competitive market, property and casualty insurance for commercial risks, excluding workers' compensation, employers' liability, and professional liability insurance, including, but not limited to, medical malpractice insurance, are exempted from the rate filing and review provisions set forth in this chapter. (b) Risks or portions thereof which are not rated according to manuals, rating plans, or schedules including "a" rates, risks rated under the "referral to company" or "individual risk situations" rules, are exempted from the rate filing and review provisions set forth in this chapter. Insurers must maintain complete files on how they determined the rate for</p>	<p><i>N/A rate filed</i></p>

		such risks and make these files available to the Insurance Commissioner upon request. (c) The commissioner, upon his or her own initiative or upon request of any person, by order, may exempt any market, segment, or line from any or all of the provisions of this chapter if and to the extent that he or she finds the exemption necessary to achieve the purposes of this chapter.	
Expense Modification Plan	23-67-206 WORD PDF		
Experience Rating	23-67-206 WORD PDF		
Large Deductible	23-67-206 WORD PDF		
Retrospective Rating	23-67-206 WORD PDF		
Schedule Rating	23-67-206 WORD PDF		
Small Deductible	23-67-206 WORD PDF		
Wrap-up Rating	23-67-206 WORD PDF		
RATE/LOSS COST SUPPORTING INFORMATION	23-67-206 WORD PDF		
Competition	23-67-206 WORD PDF		
Expenses	23-67-206 WORD PDF		
Experience	23-67-206 WORD PDF		
Judgment	23-67-206 WORD PDF		
Credibility and other factors	23-67-206 WORD PDF		
Profit Loading	23-67-206 WORD PDF		
	23-67-206 WORD PDF		
RETURN ON EQUITY/INVESTMENT INCOME	23-67-206 WORD PDF		
	23-67-206 WORD PDF		
SUPPORTING DATA	23-67-206 WORD PDF		
	23-67-206 WORD PDF		
TRENDING	23-67-206 WORD PDF		
OTHER			