

SERFF Tracking Number: TRVE-125478854 State: Arkansas  
Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50  
Company Tracking Number: 2008-01-0048  
TOI: 26.0 Burglary & Theft Sub-TOI: 26.0001 Commercial Burglary & Theft  
Product Name: Wrap+ Cancellation/NonRenewal Crime Form Filing 2008-01-0048  
Project Name/Number: Wrap+ Cancellation/NonRenewal Crime Form Filing 2008-01-0048/2008-01-0048

## Filing at a Glance

Company: Travelers Casualty and Surety Company of America

Product Name: Wrap+ SERFF Tr Num: TRVE-125478854 State: Arkansas

Cancellation/NonRenewal Crime Form Filing  
2008-01-0048

TOI: 26.0 Burglary & Theft

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 26.0001 Commercial Burglary & Theft Co Tr Num: 2008-01-0048

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi,  
Llyweyia Rawlins, Brittany Yielding

Authors: Socorro Armstrong,  
Theresa Lavenburg, Michelle Smith  
Cotto, Celina Caez

Disposition Date: 02/22/2008

Date Submitted: 02/14/2008

Disposition Status: Approved

Effective Date Requested (New): 03/15/2008

Effective Date (New): 03/15/2008

Effective Date Requested (Renewal): 03/15/2008

Effective Date (Renewal):  
03/15/2008

State Filing Description:

## General Information

Project Name: Wrap+ Cancellation/NonRenewal Crime Form Filing  
2008-01-0048

Status of Filing in Domicile:

Project Number: 2008-01-0048

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 02/22/2008

State Status Changed: 02/22/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:



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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 #
Travelers Casualty and Surety Company of America	\$50.00	02/14/2008	17969525

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	02/22/2008	02/22/2008

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## Disposition

Disposition Date: 02/22/2008

Effective Date (New): 03/15/2008

Effective Date (Renewal): 03/15/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form	CANCELLATION OR TERMINATION	Approved	Yes
Form	CANCELLATION OR TERMINATION - NONPAYMENT OF PREMIUM	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	CANCELLATION OR TERMINATION	CRI-5004 Rev. 12/07		Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 CRI-5004 (07-05) Previous Filing #:		AR Crime Cancellation.pdf
Approved	CANCELLATION OR TERMINATION - NONPAYMENT OF PREMIUM	CRI-5055 Ed. 12/07		Endorsement/Amendment/Conditions New		0.00	AR Crime Cancellation - NP.pdf

ISSUED BY:  
ISSUED TO:

POLICY NO:

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

**ARKANSAS CANCELLATION OR TERMINATION**

This endorsement modifies insurance provided under the following:

**Crime**

It is agreed that:

Section **V. CONDITIONS**, subsection D. CANCELLATION OR TERMINATION is replaced by the following:

**D. CANCELLATION OR TERMINATION**

1. The **Named Insured** may cancel:
  - a. this **Crime Policy** in its entirety;
  - b. an Insuring Agreement; or
  - c. coverage for any **Insured**;

by mailing or delivering to us advance written notice of cancellation.

2. We may cancel:
  - a. this **Crime Policy** in its entirety;
  - b. an Insuring Agreement; or
  - c. coverage for any **Insured**;

by mailing or delivering to the **Named Insured** and to any lienholder or loss payee named in the policy, written notice of cancellation at least **(number of days) (#)** days (number of days must equal or exceed twenty (20) days) before the effective date of cancellation if we cancel for nonpayment of premium; or **(number of days) (#)** days (number of days must equal or exceed sixty (60) days) before the effective date of cancellation if we cancel for any reason as scheduled. We may cancel for any of the following reasons:

- a) nonpayment of premium,
- b) fraud or material misrepresentation,
- c) material change in risk which increases the hazard,
- d) violation of code or law which increases the hazard, or
- e) material violation of a material policy provision.

We will mail or deliver our notice to the **Named Insured's** last mailing address known to us. We shall include the reason for cancellation. Notice of cancellation will state the effective date of cancellation and the **Policy Period** will end on that date. If this **Crime Policy** or an Insuring Agreement is cancelled, we will send the **Named Insured** any premium refund due. If we cancel this **Crime Policy**, the refund will be pro rata. If the **Named Insured** cancels, the earned premium will be computed in accordance with the customary short rate table and procedure. The cancellation will be effective even if we have not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. This **Crime Policy** terminates:

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- a. in its entirety immediately upon the expiration of the **Policy Period**;
- b. in its entirety immediately upon exhaustion of the Policy Aggregate Limit of Insurance, if applicable; provided, that no **Crime Policy** termination under this Condition D.3.b. shall be effective with respect to any **Employee Benefit Plan** covered under Insuring Agreement A.2.;
- c. in its entirety immediately upon the voluntary liquidation or dissolution of the **Named Insured**; provided, that no **Crime Policy** termination under this Condition D.3.c. shall be effective with respect to any **Employee Benefit Plan** covered under Insuring Agreement A.2.; or
- d. as to any **Subsidiary** immediately upon the **Change of Control** of such **Subsidiary**.

4. This **Crime Policy** terminates as to any **Employee**:

- a. as soon as your partner, any of your **Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any dishonest or fraudulent employment related act involving an amount in excess of one thousand dollars (\$1,000); or
- b. thirty (30) days after your partner, any of your **Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any dishonest or fraudulent non-employment related act; either of which acts were committed by such **Employee** in your service, during the term of employment by you or prior to employment by you, provided such dishonest or fraudulent non-employment related act involved **Money, Securities or Other Property** is in an amount in excess of one thousand dollars (\$1,000).

5. We will not be required to renew this **Crime Policy** upon its expiration. If we elect not to renew for any reason other than nonpayment of premium, we will provide to the **Named Insured** written notice to that effect **(number of days) (#)** days (number of days must equal or exceed sixty (60) days) before the Expiration Date set forth in ITEM 2 of the Declarations. If nonrenewal is due to nonpayment of premium, notice will be provided at least thirty (30) days before the Expiration Date set forth in ITEM 2 of the Declarations.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above mentioned Policy, except as expressly stated herein. This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations and this endorsement is part of such Policy and incorporated therein.

ISSUED BY:  
ISSUED TO:

POLICY NO:

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

**ARKANSAS CANCELLATION OR TERMINATION – NONPAYMENT OF PREMIUM**

This endorsement modifies insurance provided under the following:

**Crime**

It is agreed that:

Section **V. CONDITIONS**, subsection D. CANCELLATION OR TERMINATION is replaced by the following:

**D. CANCELLATION OR TERMINATION**

1. The **Named Insured** may cancel:
  - a. this **Crime Policy** in its entirety;
  - b. an Insuring Agreement; or
  - c. coverage for any **Insured**;

by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this **Crime Policy** for failure to pay a premium when due by mailing or delivering to the **Named Insured** written notice of cancellation at least **(number of days) (#)** days (number of days must equal or exceed twenty (20) days) before the effective date of cancellation, unless we receive payment in full within twenty (20) days of the **Named Insured's** receipt of such notice of cancellation. We shall have the right to the premium amount for the portion of the **Policy Period** during which this **Crime Policy** was in effect.

We will mail or deliver our notice to the **Named Insured's** last mailing address known to us. Notice of cancellation will state the effective date of cancellation and the **Policy Period** will end on that date. If this **Crime Policy** or an Insuring Agreement is cancelled, we will send the **Named Insured** any premium refund due. If we cancel this **Crime Policy**, the refund will be pro rata. If the **Named Insured** cancels, the earned premium will be computed in accordance with the customary short rate table and procedure. The cancellation will be effective even if we have not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. This **Crime Policy** terminates:
  - a. in its entirety immediately upon the expiration of the **Policy Period**;
  - b. in its entirety immediately upon exhaustion of the Policy Aggregate Limit of Insurance, if applicable; provided, that no **Crime Policy** termination under this Condition D.3.b. shall be effective with respect to any **Employee Benefit Plan** covered under Insuring Agreement A.2.;
  - c. in its entirety immediately upon the voluntary liquidation or dissolution of the **Named Insured**; provided, that no **Crime Policy** termination under this Condition D.3.c. shall be effective with respect to any **Employee Benefit Plan** covered under Insuring Agreement A.2.; or
  - d. as to any **Subsidiary** immediately upon the **Change of Control** of such **Subsidiary**.

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4. This **Crime Policy** terminates as to any **Employee**:

a. as soon as your partner, any of your **Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any dishonest or fraudulent employment related act involving an amount in excess of one thousand dollars (\$1,000); or

b. thirty (30) days after your partner, any of your **Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any dishonest or fraudulent non-employment related act; either of which acts were committed by such **Employee** in your service, during the term of employment by you or prior to employment by you, provided such dishonest or fraudulent non-employment related act involved **Money, Securities or Other Property** is in an amount in excess of one thousand dollars (\$1,000).

5. We will not be required to renew this **Crime Policy** upon its expiration. If we elect not to renew this **Crime Policy**, we will deliver or mail to the **Named Insured** written notice to that effect **(number of days) (#)** days (number of days must equal or exceed thirty (30) days) before the Expiration Date set forth in ITEM 2 of the Declarations.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above mentioned Policy, except as expressly stated herein. This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations and this endorsement is part of such Policy and incorporated therein.



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## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 02/22/2008

**Comments:**

**Attachments:**

2007 PC NAIC Transmittal (generic) (2).pdf  
AR 2007 NAIC Form List.pdf

**Satisfied -Name:** Cover Letter **Review Status:** Approved 02/22/2008

**Comments:**

**Attachment:**

AR Wrap+ Crime Cancellation Ltrs(2) 4.pdf



**Property & Casualty Transmittal Document—**

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>2008-01-0048</b>
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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**2008-01-0048****Enhancement Filing – Forms****WRAP+ - Crime****TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA    3548-31194****Tax ID 06-0907370****Purpose and Scope of the Filing**

This filing consists of a combined notice of cancellation that has been designed for use with the Crime coverage of the WRAP+ product. There are two versions of the form for each state: one for various reasons of cancellation which will include the relevant cancellation and nonrenewal reason(s) allowed under applicable state law. The other endorsement is for non-payment of premium only. The enclosed endorsements will replace any other cancellation/nonrenewal endorsements previously filed for use with WRAP+ Crime. Only one of these will be attached to a policy. The underwriter will either attach the endorsement which allows us to cancel for any acceptable reason under state law or the underwriter will attach the endorsement that limits our ability to cancel only for nonpayment of premium. However, in all cases one of these endorsements will be attached to each policy.

Additionally, the forms contain variable text fields which will always comply with state notice requirements. We have the variable text option so that we may extend the notice requirements longer than required by the applicable state law. We will never go below the number of days notice required by applicable state law.

This filing has no rating impact.

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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**Check #: EFT****Amount: 50.00**

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

**\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

## FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)  
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>2008-01-0048</b>			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	<b>NA</b>			
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	ARKANSAS CANCELLATION TERMINATION      OR	CRI-5004 12/07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CRI-5004 (07-05)	NA
02	ARKANSAS CANCELLATION      OR TERMINATION      - NONPAYMENT      OF PREMIUM	CRI-5055 Ed. 12/07	<input checked="" 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		



One Tower Square, 2SHS  
Hartford, CT 06183

Michelle Smith Cotto  
Travelers Bond and Financial Products  
Phone: (860) 277-2345  
FAX: (866) 235-4951  
Email: msmithco@travelers.com

February 14, 2008

Honorable Mike Pickens  
Commissioner of Insurance  
Arkansas Insurance Dept  
1200 West Third Street  
Little Rock, AR 72201-1904

**2008-01-0048**  
**Enhancement Filing – Forms**  
**WRAP+ - Crime**

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA 3548-31194**  
**Tax ID 06-0907370**

In compliance with the insurance laws and regulations of your state, we submit an enhancement to our WRAP+ Policy, which was approved by your department effective March 27, 2006, under our file number 2005-07-0132.

#### **Purpose and Scope of the Filing**

This filing consists of a combined notice of cancellation that has been designed for use with the Crime coverage of the WRAP+ product. There are two versions of the form for each state: one for various reasons of cancellation which will include the relevant cancellation and nonrenewal reason(s) allowed under applicable state law. The other endorsement is for non-payment of premium only. The enclosed endorsements will replace any other cancellation/nonrenewal endorsements previously filed for use with WRAP+ Crime. Only one of these will be attached to a policy. The underwriter will either attach the endorsement which allows us to cancel for any acceptable reason under state law or the underwriter will attach the endorsement that limits our ability to cancel only for nonpayment of premium. However, in all cases one of these endorsements will be attached to each policy.

Additionally, the forms contain variable text fields which will always comply with state notice requirements. We have the variable text option so that we may extend the notice requirements longer than required by the applicable state law. We will never go below the number of days notice required by applicable state law.

This filing has no rating impact.

#### **Enclosures and Implementation**

The following are enclosed to facilitate your review:

- Form listing and final prints of each form, and
- Any applicable state filing forms and fees.

We plan to implement this filing with respect to all new business and renewals effective March 15, 2008. Should you have any questions, please feel free to call me at (860) 277-2345.

Regards,

*Michelle Smith Cotto*